CITY OF EVANSTON

FY 2019 Budget

Responses to 2019 Budget Discussion and Questions
Through October 26, 2018
# Table of Contents

## 2019 Budget Memos

Provided on October 19, 2018

<table>
<thead>
<tr>
<th>Page</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Auto Allowance</td>
</tr>
<tr>
<td>2</td>
<td>Health Insurance Non-Union</td>
</tr>
<tr>
<td>3</td>
<td>Pension Tiers</td>
</tr>
<tr>
<td>4</td>
<td>Sick Time Payouts</td>
</tr>
<tr>
<td>5</td>
<td>Training and Travel</td>
</tr>
<tr>
<td>6</td>
<td>Community Development</td>
</tr>
<tr>
<td></td>
<td>Expedited Community Development Permits</td>
</tr>
<tr>
<td></td>
<td>2019 Projected Building Permits</td>
</tr>
<tr>
<td></td>
<td>Plan Reviewer Position</td>
</tr>
<tr>
<td>7</td>
<td>Amusement Tax</td>
</tr>
<tr>
<td>8</td>
<td>Crown Project Funding</td>
</tr>
<tr>
<td>9</td>
<td>Downtown Evanston</td>
</tr>
<tr>
<td>10</td>
<td>Northwestern Sales Tax</td>
</tr>
<tr>
<td>11</td>
<td>Revenue Pie Chart</td>
</tr>
<tr>
<td>12</td>
<td>Fire Community Engagement</td>
</tr>
<tr>
<td>13</td>
<td>Fire Station Response Times</td>
</tr>
<tr>
<td>14</td>
<td>Fire Department Vacancies</td>
</tr>
<tr>
<td>15</td>
<td>Impact of Fire Station Closure</td>
</tr>
<tr>
<td>16</td>
<td>Fire Station No. 4 - Current Condition and Replacement Cost</td>
</tr>
<tr>
<td>17</td>
<td>Victims Services</td>
</tr>
<tr>
<td>18</td>
<td>Vital Records</td>
</tr>
<tr>
<td>19</td>
<td>Health Department Job Descriptions</td>
</tr>
<tr>
<td>20</td>
<td>Bed and Breakfast Tax</td>
</tr>
<tr>
<td>21</td>
<td>Law Department Staffing</td>
</tr>
<tr>
<td>22</td>
<td>Workers Compensation and Legal Settlements</td>
</tr>
<tr>
<td>23</td>
<td>Animal Shelter Operations</td>
</tr>
<tr>
<td>24</td>
<td>Civilian Community Engagement Specialist</td>
</tr>
<tr>
<td>25</td>
<td>Court Liaison Position Elimination</td>
</tr>
<tr>
<td>26</td>
<td>Police Deputy Chief Staffing</td>
</tr>
<tr>
<td>27</td>
<td>Police Dog Purchase</td>
</tr>
<tr>
<td>28</td>
<td>Police Department Overtime</td>
</tr>
<tr>
<td>29</td>
<td>Police Department Staffing Reductions</td>
</tr>
<tr>
<td>30</td>
<td>Community Center Revenues/Expenses</td>
</tr>
<tr>
<td>31</td>
<td>Fleetwood-Jourdain Theater Costs</td>
</tr>
<tr>
<td>32</td>
<td>Gibbs-Morrison and Fleetwood-Jourdain Operations</td>
</tr>
<tr>
<td>33</td>
<td>Lighthouse Beach Launch</td>
</tr>
<tr>
<td>34</td>
<td>Parking Permit at Dempster Boat Launch</td>
</tr>
<tr>
<td>35</td>
<td>PRCS Festival Costs</td>
</tr>
<tr>
<td>36</td>
<td>Merrick Rose Garden - Event Fees</td>
</tr>
<tr>
<td>37</td>
<td>Merrick Rose Garden - Maintenance Costs</td>
</tr>
<tr>
<td>38</td>
<td>Special Refuse Pickups</td>
</tr>
<tr>
<td>39</td>
<td>Bulk Trash Pickups</td>
</tr>
<tr>
<td>40</td>
<td>Public Works Agency - Employee Demographics</td>
</tr>
<tr>
<td>41</td>
<td>Street Maintenance Position Reduction</td>
</tr>
<tr>
<td>42</td>
<td>Tree Preservation Permit</td>
</tr>
<tr>
<td>43</td>
<td>Water Inclining Rate Structure</td>
</tr>
<tr>
<td>44</td>
<td>1% Property Tax Increase</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2018

**Question:**
Name and position of staff who receive car stipends and the amount. Impact of full reduction of auto allowance.

**Response:**
Below is a list of current employees (and titles) who received auto allowances on the 9/21/2018 paycheck. The total amount on the 9/21/2018 paycheck was $6,752.00.

Wally Bobkiewicz’s and Karen Danczak Lyons’ auto allowances are granted by contract, so those could not be eliminated or reduced without the employees’ explicit consent.

All department directors are granted a $415/month auto allowance. Other allowances are discretionarily granted by department heads to staff who are required to travel for their jobs. The different amounts take into consideration the employees’ positions and how much travel they are typically required to do. The lowest auto allowance is $50/month. Some staff are given take-home vehicles due to the emergency nature of their jobs which would justify a take-home vehicle. This would include the Police and Fire Chiefs as well as some Facilities staff.

The impact of a full reduction of the auto allowance for employees, other than Wally Bobkiewicz and Karen Danczak Lyons, would be an annual savings of $61,824\(^1\). The elimination of an auto allowance could\(^2\) require the City to reimburse employees for mileage using the IRS standard which is currently $.545/mile. Given the small size of Evanston, it is unlikely that employees who need to travel for their jobs would submit mileage reimbursement amounts that would come close to their respective monthly allowances. Employees could not seek mileage reimbursements for routine daily travel to and from their homes (unless applicable) but only from one work location to another work location.

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\(^1\) Using the employees from the 9/21/18 paycheck, multiplied by 12. This amount could change based on vacancies.

\(^2\) The City is not required to reimburse for mileage under federal or state law, so a reimbursement would be discretionary and would serve as an employee benefit.
Should the City eliminate auto allowances altogether, employees would need to keep track of their travel and submit mileage reimbursements. The City also has pool vehicles available for employees to use to travel to other work locations throughout the day. Bicycles have also been made available at the Civic Center for greener travel options (though this is not feasible with inclement weather).

ABAJIAN, ADAM 90009008 - Recreation Program Coordinator 50.00
BIGGS, LARA 80001004 - Capital Planning Bureau Chief 150.00
BOBKIEWICZ, WALTER 10007001 - City Manager 500.00
CANO, EDGAR 80001002 - Public Services Bureau Chief 150.00
CHERRY, KENNETH E 90017002 - Recreation Manager 100.00
DAHAL, RAJEEV 80012001 - Sr Proj Mgr: Traf/ROW/Permits 100.00
DANCZAK LYONS, KAREN 100017001 - Director, Library 1,100.00
DANKWA, MARY 30015001 - Human Resources Specialist 50.00
DESAI, HITESH D 30003001 - CFO/Treasurer 415.00
DOERNER, RAYMOND 90024001 - Recreation Services Manager 72.00
DOLLINS, RYAN 90009015 - Recreation Program Coordinator 50.00
DORNEKER, ROBERT J 90006001 - Assistant Director of P,R,CS 150.00
GUSTAFSON, ROBERT R 200003001 - Safety & Workers' Comp Mgr. 50.00
HAWK, KAREN S 90006002 - Assistant Director of P,R,CS 150.00
HEISER, ANN MARIE 90017004 - Recreation Manager 100.00
HEMINGWAY, LAWRENCE C 90001001 - Director of Parks/Rec/Comm Serv 415.00
KELLOGG, AMY 90017003 - Recreation Manager 100.00
KING, DARRELL A 80001005 - Water Production Bureau Chief 150.00
LEONARD, JOHANNA N 40001001 - Director, Community Development 415.00
LEVINE, STEFANIE 80032001 - Sr Project Mgr: Facilities/Parks 100.00
LIN, JENNIFER 30016001 - Human Resources Division Manager 50.00
MASONCUP, MICHELLE L 20005001 - City Attorney 415.00
MOYANO, PAUL 160003001 - Senior Project Manager 100.00
NAGAR, SATHYSHA S 80010002 - Senior Project Manager 100.00
RICHARDSON, KIMBERLY 10008003 - Deputy City Manager 150.00
SADLER, CALLIE 90023002 - Senior Citizen Ombudsman Asnt. 75.00
STONEBACK, DAVID D 160005001 - Director of Public Works Agency 415.00
STORLIE, ERIKA 10010001 - Dir. Admin. Serv/Assist City Mgr 415.00
THOMAS-SMITH, EVONDA 70001001 - Director, Health 415.00
THOMPSON, AUDREY 90023001 - Sr. Citizen Ombudsman Manager 100.00
VENATTA, CHRISTOPHER 80010001 - Sr Prjct Mgr: Construct/Design 100.00
WOODSON, LEONARD B 90009010 - Recreation Program Coordinator 50.00
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2018

Question:
Does the health insurance increase of 5% impact City Council members?

Response:
Yes, the health insurance increase of 5% would impact all non-union employees, including elected officials. Currently, non-union employees contribute approximately 10% toward health insurance premiums. The proposal would increase their contribution to 15%.

Comparable communities have employees contribute 20% toward their health insurance. The private sector has employees contribute even more.

Some illustrations of the increase¹:

PPO1 Family Coverage
Current monthly cost: $198.42
New monthly cost: $297.62

PPO1 Single
Current monthly cost: $72.16
New monthly cost: $108.24

HMO Illinois Family
Current monthly cost: $163.14
New monthly cost: $244.70

HMO Illinois Single
Current monthly cost: $60.66
New monthly cost: $90.98

¹ Using 2018 rates.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2018

Question:
Employees in Tier 1 and Tier 2 Pensions

Response:
Employees in IMRF, the Police Pension Fund, and the Fire Pension Fund, hired before January 1, 2011, are considered Tier 1. Employees hired after 1/1/2011 but who have reciprocal service before 1/1/2011 are also considered Tier 1. Reciprocal service for IMRF is enrollment in any of the 13 public pension systems covered under the Illinois Retirement Systems Reciprocal Act. These include the City of Chicago, the Chicago Park District, the State Employees Retirement System, the State Universities Retirement System, and Cook County.

Reciprocal service for the Police and Fire Pension Funds would be prior enrollment in any Illinois municipal police or fire pension fund.¹

Below is an estimated number of Tier 1 and Tier 2 employees for all pension funds. Some Tier 2 employees might be Tier 1 based on unknown reciprocal service prior to 1/1/2011. IMRF’s numbers are accurate as they are directly from September 2018 reported wages to IMRF. Police and Fire numbers are from the 10/5/18 paycheck and best-guess estimates based on prior knowledge and date of hire.

<table>
<thead>
<tr>
<th></th>
<th>IMRF</th>
<th>Fire</th>
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<tbody>
<tr>
<td>Tier 1</td>
<td>336</td>
<td>69</td>
</tr>
<tr>
<td>Tier 2</td>
<td>198</td>
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<table>
<thead>
<tr>
<th></th>
<th>Police</th>
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<tbody>
<tr>
<td>Tier 1</td>
<td>114</td>
</tr>
<tr>
<td>Tier 2</td>
<td>45</td>
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</tbody>
</table>

¹ Some law enforcement agencies enroll their employees in IMRF under the Sheriff’s Law Enforcement Plan. This enrollment would not be considered reciprocal for the Police and Fire Pension Funds.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2018

Question:
Details of impacts of no longer paying out sick leave upon retirement. Listing of number of employees and range of years of service.

Response:
This response only refers to non-union employees as sick payouts in union contracts are a subject of mandatory bargaining. The terminating sick payouts in the union contracts are even more robust than those granted to non-union employees and are a constant subject of bargaining during each contract negotiation. A chart summarizing terminating sick payouts for non-union and union employees from 2016-present is found below.

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Union</td>
<td>$190,871</td>
<td>$42,462</td>
<td>$173,349</td>
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<tr>
<td>AFSCME</td>
<td>$21,653</td>
<td>$39,544</td>
<td>$55,236</td>
<td>$46,387</td>
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<tr>
<td>FOP</td>
<td>$79,220</td>
<td>$16,417</td>
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<tr>
<td>IAFF</td>
<td>$155,036</td>
<td>$50,020</td>
<td>$96,097</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$255,909</td>
<td>$246,832</td>
<td>$191,015</td>
<td>$390,277</td>
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</table>

The City’s Personnel Manual currently provides for terminating sick payouts for non-union employees who have five or more years of service. It does not limit a payout to a non-union employee who retires; anyone who separates employment in good standing who is eligible will receive a terminating sick payout. Employees are paid 75% of all accumulated sick days over 20 for a maximum of 40 days of pay. For employees who are IMRF members, their sick days which are not paid out are reported to IMRF as unused accrued sick time. For IMRF members who retire immediately following their separation of employment, these unused sick days can be counted toward additional months of service credit.
As of 10/11/2018, 98 full-time employees\(^1\) are eligible for a terminating sick payout. Should these 98 employees separate employment now, the City would be required to pay out $1,249,964. This does not include amounts owed for terminating vacation payouts or terminating compensatory time payouts, which may far exceed the amounts of terminating sick payouts. All of these payouts are directly related to the City’s financial liability for compensated absences as reflected in the City’s CAFR. Neither federal nor state law requires that the City pay out unused sick time. Rather, it has been a policy that the City has used to prevent the abuse of sick time by employees and to incentivize them to save their sick days for times of serious illness or injury for themselves or their immediate family members.

Of these 98 employees, 32 have over 20 years of service, 47 have 10-19 years of service, and 19 have 5-9 years of service. The largest payout is $32,339 and the smallest payout is $450. The average payout amount is $12,754.

One alternative to eliminating terminating sick payouts for non-union employees is a phased out policy, similar to what was done for non-union employees for annual sick payouts. 2019 would see maximum terminating sick payouts reduced from 40 days to 30 days, 2020 down to 20 days, 2021 down to 10 days, and 2022 to be phased out completely.

A second alternative could be more aggressive and reduce maximum terminating sick payouts from 40 days to 20 days in 2019 and then complete elimination in 2020.

A third alternative would be to change eligibility parameters and increase the number of years of service before an employee would be eligible for a terminating sick payout from 5 years to 10 years. Currently, eligible employees are paid 75% of all accumulated sick days over 20. Instead, the City could pay 50% of accumulated sick days over 40 days. While limiting the amount of the payout, this would still reward employees who have longevity with the City and who have used sick time wisely over their career with the City.

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\(^1\) One part-time employee is eligible and is omitted from this discussion. Employees who have already resigned in anticipation of their positions being eliminated have also been omitted since they will receive their terminating sick payouts.
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2018

Question:
Current Training & Travel Policy

Response:
The current Training & Travel Policy is spelled out in the City’s Personnel Manual, relevant portions of which are attached.

According to the Personnel Manual, “The City’s objectives are to provide the opportunity for appropriate training, skill enhancement and professional development to employees in order that they may perform their duties and responsibilities with an appropriate base of knowledge and skill.” The purpose of the Training and Travel Policy is to advance the training and skills of staff. It serves an organization well to cover costs for employee development and skills training. In addition, many employees throughout the City have certifications or licenses required for their jobs, many of which require annual continuing education credits.

Costs paid for include conference/seminar fees and related travel expenses, including costs for travel and meals. All requests need to be approved by the City Manager or the department director. As of 2018, training and travel expenses exceeding $100 must first be approved by the City Manager.

The City has always been committed to the development and upward mobility of its employees. Not too long ago, the City even provided tuition reimbursement to employees seeking a relevant college degree or credit.

Here is a recent snapshot of Training and Travel budgets:
<table>
<thead>
<tr>
<th>Department</th>
<th>2017 Actual</th>
<th>2018 Adopted</th>
<th>2019 Proposed</th>
<th># of EEs</th>
<th>$/EE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>$14,071</td>
<td>$8,000</td>
<td>$14,000</td>
<td>10</td>
<td>$1,400</td>
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<tr>
<td>City Clerk</td>
<td>$2,059</td>
<td>$2,000</td>
<td>$2,000</td>
<td>2</td>
<td>$1,000</td>
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<tr>
<td>CMO</td>
<td>$36,940</td>
<td>$35,089</td>
<td>$35,089</td>
<td>36</td>
<td>$975</td>
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<tr>
<td>Law</td>
<td>$8,939</td>
<td>$2,500</td>
<td>$2,500</td>
<td>5</td>
<td>$500</td>
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<tr>
<td>AS</td>
<td>$22,365</td>
<td>$20,400</td>
<td>$20,400</td>
<td>72</td>
<td>$283</td>
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<tr>
<td>CD</td>
<td>$4,704</td>
<td>$20,500</td>
<td>$14,000</td>
<td>26</td>
<td>$538</td>
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<tr>
<td>Police</td>
<td>$147,425</td>
<td>$127,890</td>
<td>$127,890</td>
<td>215</td>
<td>$595</td>
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<td>Fire</td>
<td>$63,880</td>
<td>$52,400</td>
<td>$72,400</td>
<td>102</td>
<td>$710</td>
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<tr>
<td>Health</td>
<td>$7,576</td>
<td>$6,600</td>
<td>$6,600</td>
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<td>$300</td>
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<tr>
<td>PRCS</td>
<td>$28,525</td>
<td>$28,327</td>
<td>$28,327</td>
<td>98</td>
<td>$289</td>
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<tr>
<td>PWA</td>
<td>$13,745</td>
<td>$21,200</td>
<td>$21,200</td>
<td>151</td>
<td>$140</td>
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<td>TOTAL</td>
<td>$350,229</td>
<td>$324,906</td>
<td>$344,406</td>
<td>739</td>
<td>$612</td>
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</table>

These amounts do not include City-Wide Training budgets in the amount of $20,000 (Insurance Fund – Risk Management) and $21,000 (General Fund - HR). These budgets are set aside for City-Wide training costs for employees to include safety, ethics, sexual harassment, First Aid/CPR, and other training pertinent to All City Staff. A large part of each budget is earmarked for online training software costs.1

The per employee amount varies quite a bit among departments. Both Police and Fire budgets are high as police officers and firefighters have state mandated training requirements. Field staff across all departments also have OSHA-mandated training requirements.

The 2019 proposed budget calls for a $25,000 reduction City-wide in departments’ training and travel budgets. The budgets for the City Clerk, CMO, and CD are significantly higher based on staff ratio, so Staff is recommending a higher percent reduction for these departments. Staff recommends a 5% reduction for all other departments to represent a $25,000 total reduction in Training and Travel. Staff is recommending that out of state travel in 2019 be limited and that more discretion be applied before granting out of state travel requests.

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1 As of 10/12/18. Includes all permanent employees, including part-time employees. Does not include Library employees.

2 City Council just recently approved a 2-year contract with a new vendor for a City-wide online training database and training content for $31,525 annually.

3 Library employees benefit from these training costs.
Proposed revised Training and Travel budgets for 2019:

<table>
<thead>
<tr>
<th>Department</th>
<th>Budget</th>
<th>Reduction</th>
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<tbody>
<tr>
<td>City Clerk</td>
<td>$1,000</td>
<td>50%</td>
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<tr>
<td>CMO</td>
<td>$28,265</td>
<td>20%</td>
</tr>
<tr>
<td>Law</td>
<td>$2,375</td>
<td>5%</td>
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<tr>
<td>AS</td>
<td>$19,480</td>
<td>5%</td>
</tr>
<tr>
<td>CD</td>
<td>$10,500</td>
<td>25%</td>
</tr>
<tr>
<td>Police</td>
<td>$121,496</td>
<td>5%</td>
</tr>
<tr>
<td>Fire</td>
<td>$68,780</td>
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</tr>
<tr>
<td>Health</td>
<td>$6,270</td>
<td>5%</td>
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<tr>
<td>PRCS</td>
<td>$27,000</td>
<td>5%</td>
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<tr>
<td>PWA</td>
<td>$20,240</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$305,406</strong></td>
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</table>
To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Director of Community Development  
Gary Gerdes, Building and Inspection Services Manager  
Scott Mangum, Planning & Zoning Administrator  
Jim Hurley, Management Analyst

Subject: Expedited Plan Review Fees

Date: October 17, 2018

Question:
How would expediting planning & zoning review and building permits bring more revenue to the building department?

Summary:
Staff proposes that the City offer expedited plan review services for qualified building construction projects. Over the years, staff has observed that there are projects and permit/plan review customers that have condensed construction timelines and have sought to move through the City process more quickly than the regular development review process. Currently projects are reviewed in the order they are received through the permit desk. The proposed structure would extend the capacity of staff through the addition of a Planner I position (to handle additional Planning & Zoning responsibilities, both expedited and non-expedited) and increase the utilization of SAFEbuilt. The contemplated fee structure would fund City staff regular, overtime compensation and SAFEbuilt fees for increased service as well as bring in additional fees.

All projects of private property will be eligible for expedited review with the exception of planned developments, landmarks and properties within a local historic district, and projects exceeding the cost of $500,000. Building customer service staff will check expedited permit review applications and construction documents for completion. Applications will be reviewed by the appropriate staff for code review, which may include Zoning, Building, Engineering, Fire, and Health. Contract services will be provided where necessary to minimize impact on internal plan review operations. Once plans are in compliance then the project will be reviewed by the Design and Project Review Committee for recommendation to the City Council, as applicable.

Expedited review services will support building construction while generating fee revenue for the City. The proposed fee for premium expedited review services is based on a sliding scale. **Exhibit A** provides the proposed expedited fee schedule for building
plan reviews and zoning plan reviews. Fees for plan reviews performed by other City staff will remain the same.

Table A provides projected permit and plan review fees using the proposed fees in Exhibit A for Permit Application, Building Permit Fee, and Zoning Plan Review. Project costs between $50,000 and $500,000 will generate an estimated $1,250 to over $3,000 per project for expedited review. If the City were to receive 60 applications for expedited review then the City estimates to generate between $75,000 to $127,725 in new fee revenue in 2019.

Table A: Projected Expedited Permit and Plan Review Fee Revenue

<table>
<thead>
<tr>
<th>Fee Items</th>
<th>$50,000</th>
<th>$100,000</th>
<th>$250,000</th>
<th>$500,000</th>
</tr>
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<tbody>
<tr>
<td>Permit Application</td>
<td>$250</td>
<td>$250</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>Building Permit Fee</td>
<td>$1,359</td>
<td>$2,194</td>
<td>$3,922</td>
<td>$6,824</td>
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<tr>
<td>Zoning Plan Review Fee</td>
<td>$540</td>
<td>$900</td>
<td>$2,021</td>
<td>$4,043</td>
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<tr>
<td><strong>TOTAL FEES</strong></td>
<td><strong>$2,149</strong></td>
<td><strong>$3,344</strong></td>
<td><strong>$6,193</strong></td>
<td><strong>$11,116</strong></td>
</tr>
<tr>
<td>New Revenue</td>
<td><strong>$1,247</strong></td>
<td><strong>$1,651</strong></td>
<td><strong>$2,129</strong></td>
<td><strong>$3,113</strong></td>
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</tbody>
</table>

Expedited plan reviews will be managed by the Zoning Administrator. The Planning and Zoning Division will coordinate the completion of expedited plan reviews within five business days while performing regular plan reviews in a timely manner. Plan reviews often involve a multi-step process that includes consultation with applicants and then revisions to the final analysis or staff review. Zoning services include zoning analysis, plan reviews, and coordination of the approval process. This additional service will require additional staffing to cover overtime costs for staff as well as the proposed additional planner position (Planner I) to facilitate the review of plans for conformance with the Zoning Ordinance.

SAFEbuilt, Inc. will provide expedited residential and commercial building plan reviews for compliance with adopted building codes including plumbing, mechanical, and electrical. SAFEbuilt is committed to a five business day turnaround time guarantee for projects meeting requirements for expedited plan reviews. Fire, Health and Engineering plan reviews will be completed by staff on an as-needed basis.
Exhibit A: Proposed Expedited Fees

The proposed fee structure for expedited plan review will change fees from the crossed-out (regular fees) to the added fees (expedited fees) in the tables.

Application Fee: $25 $250

Building Plan Review Fees

<table>
<thead>
<tr>
<th>Estimated Construction Cost</th>
<th>Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 1 - 100</td>
<td>$28.00 $84</td>
</tr>
<tr>
<td>$ 101 - 1,000</td>
<td>$48.00 $142</td>
</tr>
<tr>
<td>$ 1,001 - 2,000</td>
<td>$64.00 $186</td>
</tr>
<tr>
<td>$ 2,001 - 4,000</td>
<td>$88.00 $251</td>
</tr>
<tr>
<td>$ 4,001 - 6,000</td>
<td>$124.00 $347</td>
</tr>
<tr>
<td>$ 6,001 - 8,000</td>
<td>$160.00 $440</td>
</tr>
<tr>
<td>$ 8,001 - 10,000</td>
<td>$196.00 $529</td>
</tr>
<tr>
<td>$ 10,001 - 12,000</td>
<td>$230.00 $610</td>
</tr>
<tr>
<td>$ 12,001 - 16,000</td>
<td>$293.00 $762</td>
</tr>
<tr>
<td>$ 16,001 - 20,000</td>
<td>$357.00 $910</td>
</tr>
<tr>
<td>$ 20,001 - 1,000,000,50,000</td>
<td>$357.00 $714 plus $13.50 $21.50 or each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>$50,001 - 150,000</td>
<td>$714 plus $18.50 for each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>$150,001 - 300,000</td>
<td>$714 plus $15.50 for each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>$300,001 - 500,000</td>
<td>$714 plus $13.50 for each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>Work Value</td>
<td>Plan Review Fee</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>$ 0 - $ 9,999</td>
<td>$25.00 $150</td>
</tr>
<tr>
<td>$ 10,000 - $ 49,999</td>
<td>$50.00 $300</td>
</tr>
<tr>
<td>$ 50,000 - $ 99,999</td>
<td>$90.00 $540</td>
</tr>
<tr>
<td>$ 100,000 - $ 149,999</td>
<td>$150.00 $900</td>
</tr>
<tr>
<td>$ 150,000 - $ 199,999</td>
<td>$200.00 $1200</td>
</tr>
<tr>
<td>$ 200,000 - $ 500,000</td>
<td>$0.002310 $0.008085</td>
</tr>
<tr>
<td>$ 500,000 – $ 999,999</td>
<td>$0.002156 *</td>
</tr>
<tr>
<td>$ 1,000,000 – $ 1,499,999</td>
<td>$0.001848 *</td>
</tr>
<tr>
<td>$ 1,500,000 – $ 1,999,999</td>
<td>$0.001386 *</td>
</tr>
<tr>
<td>$ 2,000,000 – $ 2,999,999</td>
<td>$0.001232 *</td>
</tr>
<tr>
<td>$ 3,000,000 – $ 3,999,999</td>
<td>$0.001078 *</td>
</tr>
<tr>
<td>$ 4,000,000 – $ 4,999,999</td>
<td>$0.000924 *</td>
</tr>
<tr>
<td>$ 5,000,000 – $ 9,999,999</td>
<td>$0.000770 *</td>
</tr>
<tr>
<td>$10,000,000 – and above</td>
<td>$0.000616 *</td>
</tr>
</tbody>
</table>
To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Director of Community Development  
       Gary Gerdes, Building and Inspection Services Manager  
       Jim Hurley, Management Analyst

Subject: 2019 Projected Number of Building Permits

Date: October 17, 2018

Question: Breakdown the number of permits needed to meet revenue expectations.

Summary: The Community Development Department projects to issue 3,600 building permits in 2019. Although the number of large construction projects fluctuates, the baseline number of building permits remains consistent with prior years. The baseline fee revenue for over-the-counter permits, remodeling and small commercial projects is projected to be approximately $3.5M. Additionally the City projects to receive $1M for the 1727 Oak Avenue planned development, increasing the total to $4.5M. While other revenue could be received by 2019 from approved or potential planned developments, staff has received no certainty as to when projects will actually start and when the permit revenue would be received. The irregularity of the construction cycle coupled with the shifting costs of labor and materials have increased the complexity of large project construction. The City remains in regular communication with applicants to confirm the review process and construction timeline.

The tables on the following pages highlight the project permit revenue and permit activity to date.
### Table A: Present Total Issued Building Permits and Fee Revenue Collected

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Building Permit Revenue Collected</td>
<td>$6,120,419</td>
<td>$10,317,588</td>
<td>$7,761,411</td>
<td>$6,300,000</td>
<td>$4,500,000</td>
</tr>
<tr>
<td>Total Building Permits Issued</td>
<td>3,879</td>
<td>3,811</td>
<td>3,732</td>
<td>3,600</td>
<td>3,600</td>
</tr>
</tbody>
</table>

### Table B: January 1 - October 11, 2018 Building Permit Activity

<table>
<thead>
<tr>
<th>Permit Types</th>
<th>Percent of Records</th>
<th>Fee Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over-the-counter</td>
<td>66%</td>
<td>$662,960</td>
</tr>
<tr>
<td>Requiring additional review</td>
<td>34%</td>
<td>$3,825,921</td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td></td>
<td>$4,488,881</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Director of Community Development
Garry Gerdes, Building and Inspection Services Manager
Scott Mangum, Planning & Zoning Administrator
Jim Hurley, Management Analyst

Subject: Plan Reviewer Position

Date: October 17, 2018

Question:
How does cost compare for a plan reviewer reviewing a project versus outsourcing the plan review?

Summary:
Following the resignation of the Commercial Plan Reviewer at the end of July 2018, SAFEbuilt has served as the primary commercial plan reviewer with support from the Residential Plan Reviewer and Structural Inspector to maintain timely turnaround times.

In addition to the technical review of plans and documents, the commercial plan reviewer is responsible for the following:

- Coordination of other division and departmental reviews (Fire, Health, Civil, Zoning, Preservation) to bring a project to approval and permit;
- Meeting with residents, contractors and architects for pre- and post-permit reviews;
- Responding to code-related questions from residents, contractors, engineers and architects;
- Preparing reports of projects, meetings and decisions as well as acting as staff liaison to the Design & Project Review Committee for any sign related matter.

Since the commercial plan reviewer vacancy the average monthly expense for SAFEbuilt plan review services is $6,092, excluding overtime expenses for additional duties assigned to the Residential Plan Reviewer. If the Building & Inspections Services Division uses SAFEbuilt for plan review only, the estimated 2018 annual cost would be $92,585 ($77,063 in SAFEbuilt plan review expense plus $15,522 overtime expense for the Residential Plan Reviewer). The plan review position annual salary (mid-range) is $79,400 with total compensation (salary & benefits) of $107,984.
If SAFEbuilt continues to serve as the primary commercial plan reviewer in 2019 then the City anticipates the average weekly hours will increase from 17.5 to 22.5, while the hourly rate may decrease as a result of the current joint request for qualifications with 12 municipalities for supplemental plan review and inspection services. Although the cost of commercial plan review would be reduced, use of SAFEbuilt would result in a loss of on-site staff, additional duties for other staff members, reduced customer service and overtime expenses.

Table: 2018 Comparison between Commercial Plan Reviewer and SAFEbuilt services

<table>
<thead>
<tr>
<th>Plan Review Services</th>
<th>Hourly Rate</th>
<th>Estimated Cost of Annual Benefits</th>
<th>Average Weekly Hours</th>
<th>Estimated Annual Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Plan Reviewer</td>
<td>$37.61 to $47.84</td>
<td>$28,584 to $31,637</td>
<td>37.5</td>
<td>$107,984</td>
</tr>
<tr>
<td>SAFEbuilt</td>
<td>$84.75</td>
<td>$0</td>
<td>17.5</td>
<td>$77,063</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question: What is taxable under the amusement tax?

Response: A tax of four percent (4%) on the admission fee or charge is imposed upon every amusement patron for the privilege of admission to any amusement in the City provided, however, that the amusement tax shall not apply to the following.

(A) Governmental agencies;
(B) Religious societies or organizations;
(C) Live performances conducted or sponsored by not-for-profit institutions, organizations, groups or societies where no part of the net earnings inure to the benefit of any private shareholder or person

Any event, exhibition, performance, presentation, or show for amusement purposes which is exhibited or staged in the City, including, but not limited to, the following:

(A) Any comedic, theatrical, dramatic, musical, opera, or spectator performance (except athletic contests) or production, or similar live or recorded amusement;
(B) Any show, motion picture show, antique or flower show, speech or lecture;
(C) Any exhibition of art or handicrafts or products;
(D) Any poultry or animal show, animal act, circus, or rodeo.

This tax is applied to any person admitted to any amusement in the City for which an admission fee or charge is imposed and any person who purchases or otherwise acquires a ticket or pass of any kind from a place other than the location where such ticket or pass is purchased or acquired for admission to any amusement within the City.
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: Please provide a memo that shows how much of budgeted expenses are for the new Robert Crown project.

Response: The Crown Construction Fund was created in 2017 to track expenses related to the Robert Crown Community Center, Ice Complex, and Library. The 2019 Proposed Budget for the Crown Construction Fund is $24,668,869.

Of this total expense amount, $23.6 million is capital expenses for construction of the new building. This includes architecture/engineering costs, construction manager contract fees, fixtures and equipment, and public art. Additionally, $998,869 is budgeted as the first debt service payment on the 2018A bond issue for the project.

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>FY 2017 Actual Amount</th>
<th>FY 2018 Adopted Budget</th>
<th>FY 2018 Year End Estimated</th>
<th>FY 2019 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>900,000</td>
<td>11,500,000</td>
<td>25,000,000</td>
<td>17,605,498</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>649,512</td>
<td>-</td>
<td>1,250,000</td>
<td>1,250,000</td>
</tr>
<tr>
<td>Interest Income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$ 1,549,512</strong></td>
<td><strong>$ 11,500,000</strong></td>
<td><strong>$ 26,250,000</strong></td>
<td><strong>$ 18,905,498</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>FY 2017 Actual Amount</th>
<th>FY 2018 Adopted Budget</th>
<th>FY 2018 Year End Estimated</th>
<th>FY 2019 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services and Supplies</td>
<td>638,727</td>
<td>1,634,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>369,924</td>
<td>8,000,000</td>
<td>20,000,000</td>
<td>23,670,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>-</td>
<td>-</td>
<td>316,308</td>
<td>998,869</td>
</tr>
<tr>
<td>Interfund Transfers</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$ 1,008,651</strong></td>
<td><strong>$ 9,634,000</strong></td>
<td><strong>$ 20,316,308</strong></td>
<td><strong>$ 24,668,869</strong></td>
</tr>
</tbody>
</table>

| Net Surplus (Deficit)     | $ 540,861              | $ 1,866,000            | $ 5,933,692               | $ (5,763,371)            |

| Beginning Fund Balance    | $ -                    | $ 540,861              | $ 6,474,553               | $ 711,182               |
| Ending Fund Balance       | $ 540,861              | $ 6,474,553            | $ 711,182                 |                         |
Revenue in the 2019 Proposed Budget is made up of:

- $16.1 million in new General Obligation Bonds
- $1.25 million in bonds issued and repaid by the Evanston Public Library
- $1 million in bonds issued and repaid by the Sewer Fund
- $500,000 in contributions from Friends of Crown

This amount from Friends of Crown is low compared to expected pledge redemption in 2019. The $16.1 million in G.O. bonds may be reduced depending on actual pledge redemption amounts and on timing of construction progress and payments due. Construction work is expected to continue into FY 2020.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 16, 2018

Question:
Historic information on changes in Equalized Assessed Value (EAV) for Downtown Evanston (SSA#4).

Response:
The City has Special Service Area #4 which covers the most of Evanston Downtown. Below is the table of Equalized Assessed Values (EAV) of the last five years for SSA#4.

<table>
<thead>
<tr>
<th>Year</th>
<th>EAV</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>223,195,380</td>
</tr>
<tr>
<td>2014</td>
<td>226,514,920</td>
</tr>
<tr>
<td>2015</td>
<td>225,208,890</td>
</tr>
<tr>
<td>2016</td>
<td>262,007,050</td>
</tr>
<tr>
<td>2017</td>
<td>300,003,990</td>
</tr>
</tbody>
</table>

Overall Increase (2017 EAV less 2013 EAV) 76,808,610 34%
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question: Does the City receive sales tax from NU campus stores?

Response: Yes. The City receives sales tax from multiple Northwestern related business entities.
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

**Question:** Please provide a pie chart breaking down revenues received by the City.

**Response:** Below is a pie chart of all General Fund revenues by category. These revenues are broken out starting on page 61 of the proposed budget.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question: What are the costs for the Fire Department Community Engagement programs?

Response: The three main community engagement programs the Fire Department presents on an ongoing basis are:

- Citizen CPR
- Fire Explorer Program
- Citizen Fire Academy

Total costs would be: **$54,790**

**Citizen CPR**
- The program has had 1500 participants since inception.
- Costs 1/1/16 through 10/1/18:
  - Goods & Supplies $14,911
  - Personnel $26,749
  - Total $41,660
- Revenue Generated - $31,888
- Actual Cost - **$9,772**

**Fire Explorer Program**
- The program has had 80 participants since inception
- Costs 1/1/16 through 10/1/18
  - Personnel $38,682

**Citizen Fire Academy**
- The program has had 70 participants since inception
- Costs 1/1/16 through 10/1/18
  - Personnel $6,336
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: What are the response times for fire calls by Fire Station?

Response:
The data presented below is based on the time frame 1/1/2017 through 12/31/17.

<table>
<thead>
<tr>
<th>Station District</th>
<th>Calls for Service</th>
<th>Average Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine 21</td>
<td>3532</td>
<td>3:04</td>
</tr>
<tr>
<td>Engine 22</td>
<td>2299</td>
<td>3:10</td>
</tr>
<tr>
<td>Engine 23</td>
<td>1299</td>
<td>3:20</td>
</tr>
<tr>
<td>Engine 24</td>
<td>1626</td>
<td>3:20</td>
</tr>
<tr>
<td>Engine 25</td>
<td>1247</td>
<td>3:30</td>
</tr>
</tbody>
</table>
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

**Question:** What would be the cost savings for FY 2019 of holding open four full time equivalent positions in the Fire Department?

**Response:**
The 2019 cost of a vacancy is equal to $142,763 per opening. Four openings would have an initial potential savings of **$571,052**. The four vacancies would leave 97 members to be place on the three shifts necessary. The shifts would have assignments of 33, 32, and 32 members.

The daily staffing necessary for each shift is 26 members. Each day of the year the Department allows up to 6 members to be assigned to scheduled time off. Staffing experience indicates that we average .7 of an FTE off duty on unscheduled time off per 24 hour shift. So, we will assume that each duty day we will have 1 additional FTE off for a total of 7. On two of the three shifts we would have a need for overtime on each of their work days or 242 days of the year.

- 32 members assigned minus 7 off duty = 25 members available means overtime is needed.
- 33 members assigned minus 7 off duty = 26 members available means no overtime is needed.

The 2018 average hourly cost of an overtime hour is $57.06. $57.06 x 24 hours = $1370 per shift. The assigned time off schedule indicates there will be 78 days where there are less than 6 members off duty.

- 242 days of overtime minus 78 = 164 days of overtime necessary.
- 164 days of overtime x $1370 cost per day = $224,680 annual overtime cost.

Therefore overall vacancy savings would be the initial savings of $571,052 minus $224,680 in additional overtime costs for a **final savings of $346,372**.
To:   Honorable Mayor and Members of the City Council  
      Wally Bobkiewicz, City Manager  
      Kate Lewis Lakin, Senior Management Analyst  

From:   Brian Scott, Fire Chief  

Subject: FD Service Delivery Impacts of Closure of Station/Engine Co. 24  

Date:  October 11, 2018  

Currently we operate with a daily minimum staffing standard of 26 personnel per 24 hour shift. This standard is designed to ensure that all front-line fire and EMS apparatus are properly staffed and are in service across the city’s five fire stations (Attachment 1).

<table>
<thead>
<tr>
<th>#</th>
<th>Type</th>
<th>Station Location</th>
<th>Staffing Per Vehicle</th>
<th>Total Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Engine Companies</td>
<td>1,2,3,4,5</td>
<td>3 - Officer, Driver, FF/Medic</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Truck Companies</td>
<td>2, 3</td>
<td>3 - Officer, Driver, FF/Medic</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>Ambulances</td>
<td>1,2</td>
<td>2 - FF/Medics</td>
<td>4</td>
</tr>
<tr>
<td>1</td>
<td>Incident Command</td>
<td>1</td>
<td>1 - Shift Chief Supervisor</td>
<td>1</td>
</tr>
</tbody>
</table>

DAILY SHIFT TOTAL 26

This staffing and response model has been in place over 35 years and has proven to be both efficient and reliable as the department currently handles over 10,000 calls of service annually with over 45% of those calls occurring simultaneously with other calls for service.

As you may recall, the current accepted national standard for minimum staffing requirements relative to the deployment of fire, EMS and special operations for career fire departments is National Fire Protection Standard (NFPA) 1710. The standard specifies the minimum criteria needed to address the effectiveness and efficiency of career fire departments in fire operations, emergency medical service, and special operations delivery in protecting the citizens of a jurisdiction as well as the occupational safety and health of fire department employees.

As compared to NFPA 1710, EFD’s daily response force of 26 is currently sufficient for low hazard structures such as single family homes, but falls short with respect to medium hazard (commercial) structures and all high-hazard (high-rises) buildings within the city.
<table>
<thead>
<tr>
<th>Hazard Type</th>
<th>NFPA 1710 Response Minimum</th>
<th>Current EFD Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>15</td>
<td>26 (+11)</td>
</tr>
<tr>
<td>Medium</td>
<td>28</td>
<td>26 (-02)</td>
</tr>
<tr>
<td>High</td>
<td>43</td>
<td>26 (-17)</td>
</tr>
</tbody>
</table>

As compared to similar departments, EFD’s overall and daily staffing as well as manning per 1000 residents are all below comparable averages (Attachment 4). The EFD is the busiest department in the north shore (Attachment 5).

**Closure of Station/Engine 24 – 1817 Washington**

Service delivery impacts due to the closure of Station/Engine 24 would primarily fall under two main areas:

- An overall increase in emergency response times.
- An overall reduction in the city’s daily firefighting and emergency response force both in terms of equipment and staffing.

**Increased Response Times – Evaluation**

As you may recall, the department’s overall emergency response time average is 3 minutes, 15 seconds. That response time average is well below the NFPA 1710 standard of 4 minutes as well as the comparable average of 4 minutes 12 seconds.

As requested, the table below shows calls for service in 2017 along with average emergency response times for each fire station response district:

<table>
<thead>
<tr>
<th>Station District</th>
<th>Calls for Service</th>
<th>Average Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine 21</td>
<td>3532</td>
<td>3:04</td>
</tr>
<tr>
<td>Engine 22</td>
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</tr>
<tr>
<td>Engine 24</td>
<td>1626</td>
<td>3:20</td>
</tr>
<tr>
<td>Engine 25</td>
<td>1247</td>
<td>3:30</td>
</tr>
</tbody>
</table>

Please find attached GIS response time maps that utilize industry accepted ISO response time standards (Attachments 1, 2). Please note that these maps assume all companies are in quarters and are available.

A comparison of current response times as compared to those with the closure of Station 24/Engine 24 indicate that emergency response times in Engine 24’s district would generally increase by over 50% (1-2 minutes) as first responding companies would be coming from further away. Additionally, as more companies are pulled from their primary response districts more often, a “cascade effect” will occur resulting in overall longer response times in all areas of the City, but most noticeably within Engine 24’s response district.
**Increased Response Times – Impact**

An increase in response times would potentially increase risk to the community in two principal ways:

- Increased risk for property and life loss with structure fires due to increased time for fire growth and spread beyond room of origin.
  - According to the NFPA, civilian fire deaths increase by 90% and property damage by 80% when fire extends beyond fire room of origin. In 2017, the EFD held 51% of structure fires to the room of origin.
  - The increased chance of fire spread would also place firefighters at additional risk.

- Decreased chance of survivability for those in need of critical emergency medical care, especially with respect to cardiac arrest.
  - ALS equipped firefighter/paramedics arriving within 4 minutes who administer defibrillation and cardiac medication within 7 minutes increase cardiac arrest survivability by over 44%. EFD’s current cardiac arrest save rate is over 47%.

**Decreased Response Staffing – Evaluation**

Closure of Station 24/Engine 24 would reduce the department’s daily staffing by 3 (11%) and would reduce the daily Advanced Life Support/Engine Company compliment by 1 (20%).

**Decreased Response Staffing – Impact**

As the number of emergency calls per day increases, the probability that a needed piece of apparatus will be busy when a call is received also increases. Consequently, if the right amount of redundancy is not built into the system so that timely and adequate response to emergency calls can be maintained, the department’s response reliability decreases. With the closure of Engine 24, one fewer engine company would be available to respond to daily emergency requests impacting overall response reliability city wide as the remaining fire companies attempt to pick up the extra call volume.

The probability of any given unit’s availability is one indicator of the fire department’s response reliability. Response reliability is defined as the probability that the required number of competently prepared staff and properly equipped apparatus will be available when a fire or emergency call is received.

One way to gauge this reliability is Unit Hour Utilization (UHU). UHU is an industry work load indicator that describes the overall percentage of time in a given year a Fire/EMS unit is unavailable to respond due to being committed on another call for service. Typical threshold UHU maximums for fire department units are 0.20 which means the unit was unavailable for an emergency response 20% of the year.
As you can see below, four EFD companies are at or have exceeded the 0.20 standard for emergency response reliability. The closure of Engine 24 would likely increase UHU values for other companies as their calls for service (1,773 in 2017) would be distributed to other Engine Companies.

<table>
<thead>
<tr>
<th>EFD Unit</th>
<th>2017 Total Service Time</th>
<th>UHU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance 21</td>
<td>2505:47:33</td>
<td>0.29</td>
</tr>
<tr>
<td>Ambulance 22</td>
<td>2305:51:28</td>
<td>0.26</td>
</tr>
<tr>
<td>Engine 21</td>
<td>1818:29:26</td>
<td>0.21</td>
</tr>
<tr>
<td>Engine 22</td>
<td>1793:30:06</td>
<td>0.20</td>
</tr>
<tr>
<td>Engine 24</td>
<td>1236:06:54</td>
<td>0.14</td>
</tr>
<tr>
<td>Engine 25</td>
<td>1008:39:48</td>
<td>0.12</td>
</tr>
<tr>
<td>Engine 23</td>
<td>936:11:50</td>
<td>0.11</td>
</tr>
</tbody>
</table>

An additional impact is that with the closure of Engine 24 and the overall reduction of emergency response deployment capacity we will have a lesser ability to respond to larger scale emergencies. For example, all multiple alarm fires in Evanston utilize our entire daily staffing compliment, which includes all 5 EFD Engine Companies. With the reduction of one Engine, it will take longer to assemble needed resources at the scene, increasing our reliance for mutual aid from neighboring communities which in most instances can take 15-30 minutes to arrive upon request.

Lastly, the closure of Station/Engine 24 would result in the department exceeding the ISO standard of 1.5 miles for Engine Company station distance (Attachment 3). That change coupled with the reduction in overall daily staffing could result in a downgrade of our current ISO Class 1 rating, potentially increasing insurance premiums for homeowners and businesses.

**Attachments**
- 1 - Map Fire Engine District and Response Times
- 2 - Map Response Times without Engine 24
- 3 - Map ISO Engine Standards of Coverage without Engine 24
- 4 - Staffing and Budget Comparison to Similar Departments
- 5 - 2017 MABAS Division 3 Run Statistics
This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
Response Times without Fire Station #4

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.
Fire Engine Standard of Coverage (1.5 miles) without Station #4
<table>
<thead>
<tr>
<th>Department</th>
<th>Population</th>
<th>Staffing</th>
<th>Daily Staffing</th>
<th>Manning per 1k Pop</th>
<th>Call Volume</th>
<th>Calls per 1k Pop</th>
<th>Square Mileage</th>
<th>Stations</th>
<th>Response Time</th>
<th>Stations per Square Mile</th>
<th>2017 Budget</th>
<th>Budget per Sq Mile</th>
<th>Budget Per 1K Population</th>
<th>Budget per FF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin</td>
<td>112,123</td>
<td>133</td>
<td>32</td>
<td>0.29</td>
<td>0.84</td>
<td>11,634</td>
<td>103.8</td>
<td>37.93</td>
<td>7</td>
<td>0.18</td>
<td>29,681,810</td>
<td>782,541</td>
<td>264,725</td>
<td>223,171</td>
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<tr>
<td>Arlington Heights</td>
<td>75,525</td>
<td>106</td>
<td>25</td>
<td>0.33</td>
<td>1.50</td>
<td>10,045</td>
<td>133.0</td>
<td>16.63</td>
<td>4</td>
<td>0.24</td>
<td>19,786,300</td>
<td>1,189,795</td>
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<tr>
<td>Aurora</td>
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<td>204</td>
<td>52</td>
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<td>18,372</td>
<td>91.7</td>
<td>44.90</td>
<td>9</td>
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<td>44,075,868</td>
<td>981,645</td>
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<td>216,058</td>
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<td>Des Plaines</td>
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<td>131.8</td>
<td>4.69</td>
<td>3</td>
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## 2017 MABAS Division 3 Run Statistics (Note Dispatch Stats Below)

<table>
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<tr>
<th>Department</th>
<th>Population</th>
<th>In Jurisdiction Structure Fires All (NFIRS 111-112, 120-122) $10,000 Loss or More (NFIRS 113-118, 120-127)</th>
<th>In Jurisdiction</th>
<th>In Jurisdiction</th>
<th>In Jurisdiction</th>
<th>In Jurisdiction</th>
<th>In Jurisdiction</th>
<th>In Jurisdiction</th>
<th>Auto-Aid &amp; Mutual-Aid Given</th>
<th>Total</th>
<th>Fire Loss</th>
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<td>Deerfield-Bannockburn</td>
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<td>7 0 3 34</td>
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<td>1,499</td>
<td>104 183</td>
<td>77</td>
<td>586</td>
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<td>Des Plaines</td>
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<td>5,978</td>
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<td>77</td>
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<td>336</td>
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<td>703</td>
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<td>513</td>
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<td>202</td>
<td>143</td>
<td>35 158</td>
<td>1,233</td>
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<td>2,886</td>
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<td>82</td>
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<td>Prospect Heights</td>
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<td>6,032</td>
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<td>117 235</td>
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<td>1,796</td>
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<tr>
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<td>653</td>
<td>640</td>
<td>81 224</td>
<td>211</td>
<td>519</td>
<td>0 452</td>
<td>2,169</td>
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<tr>
<td><strong>Division 3 Total Totals:</strong></td>
<td><strong>565,896</strong></td>
<td><strong>233 91 651</strong></td>
<td><strong>48,741</strong></td>
<td><strong>47,543</strong></td>
<td><strong>2,228 8,451</strong></td>
<td><strong>2,466</strong></td>
<td><strong>11,360</strong></td>
<td><strong>273 8,243</strong></td>
<td><strong>82,656</strong></td>
<td><strong>6,979,135</strong></td>
<td></td>
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<tr>
<td><strong>Division 3 Averages:</strong></td>
<td><strong>33,288</strong></td>
<td><strong>14 5 38</strong></td>
<td><strong>2,867</strong></td>
<td><strong>2,797</strong></td>
<td><strong>132 497</strong></td>
<td><strong>145</strong></td>
<td><strong>668</strong></td>
<td><strong>16 483</strong></td>
<td><strong>4,862</strong></td>
<td><strong>704,655</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

**RED Center Dispatches**

- **2017 MABAS Division 3 Box Alarms**
  - Fire: 8
  - EMS: 3
  - TRT: 1
  - HazMat: 1
  - Dive: 1
  - Investigator: 2
  - Interdivisional: 1
  - Other: 0
  - Statewide: 0
  - Total: 15

**Updated:** 04/19/2018

RED Center Dispatches do not include aid calls for RED members responding to non-RED jurisdictions.
Fire Station No. 4 is located on Washington Street near Dodge Avenue. The existing facility, constructed in 1988, is in reasonably good condition, although there are a number of maintenance items that need to be addressed due to the normal use of the building. These include:

- Roof replacement
- Repair of windows and sliding glass door
- Repair of some finishes and cabinets in the kitchen
- Upgrade of public restroom

Of the items listed above, only the roof replacement appears on the 5-year Capital Improvement Program (CIP), and it is currently proposed for replacement in 2020 at an estimated cost of $80,000.

However, the existing building has some deficiencies in the way it is being used, primarily because of its limited footprint. Because it is in a residential area, it is difficult to increase the usable size, including both possibilities of addition of living space on the first floor and/or limiting the ability to add additional floors. This creates challenges in its daily use, including:

- Lack of appropriate space for exercise equipment
- Lack of privacy for firefighters based on current standards, including the difficulty in providing separation of sleeping areas for different genders

Engineering and facilities staff have investigated modifying the facility, but the space limitations make modifications both challenging and expensive.

Staff has not done a detailed cost estimate for building a new fire station on the existing site. However, Fire Station No. 5 was built as new construction in 2007 at a cost of $5.7 million. Fire Station No. 5 is larger than a proposed new Fire Station No. 4 would be, 15,500 sq ft versus a proposed 12,000 sq ft for a new building that is two stories plus a basement. However, construction costs have escalated over time. Utilizing the Engineering News Record Construction Cost Index for Chicago to escalate the square
footage costs from 2007 to 2018, a new Fire Station No. 4 would be estimated to cost $7,000,000 plus architectural/engineering fees of $700,000.
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question:
How many staff are going to be assigned to Victim Services if the YWCA is assisting?

Response:
As part of the overall reorganization and streamlining of victim services, the YWCA of the Evanston NorthShore has offered to provide Domestic Violence Victim Advocacy. The services will cost an annual fee of $150,000.00 starting FY 2019 which is one half of the current cost of the overall victim advocacy service. Participants who engage with the YWCA services will also benefit from finding safety and support they need to take the next step to break free from abuse.

The YWCA of the NorthShore provides an environment that is safe, welcoming, and meets survivors wherever they are in their journey. They help survivors increase their access to economic resources, legal protections and strengthen their emotional capacity to address the many complex issues they will face in recovering from the traumatic effects of violence and financial abuse, and rebuilding their lives. Currently all staff conducting domestic violence interventions are 40 -hour DV trained and have experience with court advocacy. Services are provided 24 hours a day, seven days a week, as a crisis hotline is available to all victims and officers.

Death Notifications to individuals or family members of the deceased per Evanston Police Department and or Police Chaplain support will receive additional care from the current Human Services Division staff of the Evanston Health and Human Services Department.

Mental Health Concerns Patrons who encounter Officers of the Evanston Police Department with Mental Health and or Mental Illness with continue to receive services via our current contracted vendor Presence Behavioral Health. Triage will be provided by the current Human Services Division staff of the Evanston Health and Human Services Department.
To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question:
What is the impact on service delivery if the Vital Records program is eliminated from the Evanston Health and Human Services Department?

Response:
The Elimination of Vital Records via the Evanston Health and Human Services Department would require local residents to seek Birth and Death Certificates at the local currency exchanges or other offices throughout Cook County.

**Current Locations in Evanston to purchase Birth and Death Certificates**

People’s Currency Exchange
1605 Maple Ave
Evanston, IL 60201
Phone number (847) 328-5337

Currency Exchange
2608 Prairie Ave
Evanston, IL 60201
Phone number (847) 328-7970
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question:
What are the job duties and responsibilities of a Public Health Educator and Communicable Disease Specialist?

Response:

The Public Health Educator

The Public Health Educator (PHE) works in collaboration with community partners to maximize community engagement activities preventing chronic health conditions for Evanston. Some familiar projects have been the Award winning 11 year “Women (We’re) Out Walking” initiative, the 2 year “Re-Think Your Drink Campaign” the Employee Wellness “Sugar, Sleep and Stress” Awareness Campaign, Tobacco Cessation and Tobacco21 implementation. The PHE is instrumental in conducting the Community Health Needs Assessment, Community Improvement Plan and Strategic Plan required for certification from the State of Illinois Health Department. A Community Health Assessment is a systematic examination of the health status indicators for a given population that is used to identify key problems and assets in a community. The ultimate goal of a Community Health Assessment is to develop strategies to address the community’s health needs and identified issues. This position focuses on engagement of various sectors of the community. The goal for health education is to positively influence the health behavior of individuals and communities as well as the living and working conditions that influence their health.

Positive Impacts

- Increased physical activity among families via a 12 week walking program in addition to data reporting a decrease in stress, body mass index and healthier food consumption for participants.
- Re-Think Your Drink and the Sugar Show has altered the Freshmen Curriculum at ETHS. Each Student receives information during Gym/Health Class about the importance of reducing sugar-sweetened beverages (SSB) in an effort to reduce
risks of obesity. Data received from District 65 and Mark Vend Vending Machines reveals a reduction in the purchase of SSB drinks from the Machines and an increase in available and healthier drink choices.

- Received $20,000 from NorthShore to conduct the Re-Think Your Drink Campaign over the last 2 years.
- Received FY 2019 $25,000.00 in State Funding for Tobacco Cessation and Tobacco Reduction Campaigns
- Received State of Illinois Certified Local Health Department Status for Evanston Health and Human Services from 2016-2021 for a completed Evanston Local Assessment Project of Need (EPLAN).

(Specific assignment will include some or all of the following):

- Plans, organizes, and directs health education programs for group and community needs.
- Conducts community surveys and collaborates with other health specialists and civic groups to ascertain health needs.
- Develops desirable health goals, and determine availability of professional health services.
- Develops and maintains cooperation between public, civic, professional, and voluntary agencies.
- Prepares and disseminates educational and informational materials.
- Promotes health discussions in schools, industry, and community agencies.
- May plan for and provide educational opportunities for health personnel.
- Provides support for special projects.
- Attends various community meetings Streets Alive, Custer Street Fair, Community Picnic and various other community events for health promotion

*(Please See Job Description attached)

The Communicable Disease Surveillance Specialist

The Communicable Disease Surveillance control program is a mandated service per Administrative Code for any Local Health Department. This staff member conducts surveillance for over 80 diseases and disease syndromes including Sexually Transmitted Diseases, Foodborne Illnesses and Vaccine Preventable Diseases. This position investigates each reported case or suspected case, reports disease outbreaks and ensures implementation of control measures to stop the spread throughout the community. Staff educates the public regarding behaviors and practices that contribute to illness and loss of health with the goal to reduce communicable disease transmission. Staff develops and implements plans to respond to Public Health emergencies and disease outbreaks. Staff proactively educates and addresses concerns and inquiries of the news media and partners about communicable diseases.
Educates the public about immunization programs and promote the health of the community.

**Positive Impacts**

- During H1N1 of 2009-2010 orchestrated a Mass Community Clinic and vaccinated at-risk community members, conducted vaccine clinics for district 65, District 202, and Northwestern University.
- Investigated Hepatitis. A outbreak in local restaurant
- Investigated Food Borne Illnesses in Local Schools, Long-Term Care Facilities, and community events
- Investigated Meningitis Outbreak
- Leads local response to a cyclic Pertussis Outbreak
- Led local response to Ebola and ZiKa Outbreaks 2016-2017
- Investigated a Giardia Outbreak with over 200 affected individuals.
- Collaborates with Howard Brown to offer Free STD and HIV testing in Evanston
- Collaborates with ETHS to offer Annual Mass Screening for Gonorrhea and Chlamydia
- Received For FY2019 HIV prevention grant $10,220.00

*(Specific assignments will include some or all of the following):*

- Responsible for 24 hour mandated reporting of communicable disease incidents to the Illinois Department of Public Health
- Serves as the primary 24/7 contact for communicable diseases reports into the department
- Responsible for collecting information concerning the incidence and sources of communicable diseases; applies investigative techniques and procedures used in tracing the source of disease.
- Perform community investigations, including home visits when indicated, of communicable/infectious disease incidents.
- Serves as a liaison with the communicable disease departments of Evanston NorthShore University HealthSystem-Evanston and Amita Health at Presence-St. Francis Hospital.
- Responsible as the department’s liaison to various bio-terrorism and disease surveillance task forces.
- Serves as the department liaison to State and Federal public health officials regarding communicable/infectious diseases.
- Serves as the departments’ liaison to university and local school district health officials regarding communicable/infectious disease investigations.
- Performs required procedures in application of the law, policies and regulations pertaining to one or more communicable disease programs.
- Visits/telephone calls to laboratories, clinics, hospitals and physician offices to solicit assistance and cooperation in disease reporting and treatment.
• Responsible for a variety of information and educational activities (written and presentations) related to the control of communicable diseases to the general public.
• Complete Laboratory Weekly reports and notify clients on laboratory reports when indicated.
• Responsible for planning activities regarding communicable disease related immunization programs and mass distribution of pharmaceuticals.
• Maintains resource information on existing and emerging communicable/infectious diseases.

**Question:**
Can the Communicable Disease Specialist job responsibilities be conducted by other members of staff?

A job as a Communicable Disease Specialist falls under the broader career category of Epidemiologists. An Epidemiologist investigates and describes the determinants and distribution of disease, disability, or health outcomes. Staff would need a degree in biological or physical science or experience in a medical related field or licensure as a registered nurse RN. Other subordinate staff members do not possess the academic credentialing, rigor or expertise to carry out the functions as required.

*Please see job description attached*
DEPARTMENT: Health and Human Services Department  
DIVISION: Human Services  
POSITION TITLE: Public Health Educator  
JOB TYPE: TBD  
PAY GRADE/RANGE: $60,767-$93,178.87/year  
FLSA STATUS: Exempt  
OPENING DATE:  
CLOSING DATE:  

Starting salary is dependent upon qualifications, but in most cases is no higher than the midpoint for range.

**NATURE OF WORK:**
Work in collaboration community partners to maximize community engagement activities. The position will focus on engagement of various sectors of the community. Work with other agencies and the community to implement and provide programming on worksite wellness and chronic disease prevention.

**ESSENTIAL FUNCTIONS** (Specific assignment will include some or all of the following):
- Plans, organizes, and directs health education programs for group and community needs.
- Conducts community surveys and collaborates with other health specialists and civic groups to ascertain health needs.
- Develops desirable health goals, and determine availability of professional health services.
- Develops and maintains cooperation between public, civic, professional, and voluntary agencies.
- Prepares and disseminates educational and informational materials.
- Promotes health discussions in schools, industry, and community agencies.
- May plan for and provide educational opportunities for health personnel.
- Provides support for special projects.
- Attends various community meetings committee, board and Council meetings, preparing and presenting information as needed.
- Performs other related duties as assigned.

**MINIMUM REQUIREMENTS OF WORK:**
Bachelor’s Degree required, Master’s Degree preferred. Strong interpersonal, oral communication skills, computer and data entry skills. Experience with project coordination and data entry. Experience working in a community health setting a plus, health education experience preferred.
- Some health educators also have a medical degree and have worked in the medical field. Others have a bachelor’s degree in a related field, such as sociology or anthropology, as well as related work experience. Practicing public health educators must continue to take courses to maintain and improve their skills, and many go on to earn doctoral degrees. You can become a Certified Health Education Specialist (CHES) if you meet the standards of competence established by the National Commission for Health Education Credentialing (NCHEC) and have successfully passed the CHES examination.
- Excellent verbal and written communication skills, including presentation skills.
- The ability to speak before audiences with poise, voice control and confidence, using proper grammar and vocabulary appropriate to the audience.

**PHYSICAL REQUIREMENTS OF WORK:**
Work is primarily sedentary, occasionally using force to lift, carry or otherwise move objects normally found in an office setting. The employee is subject to inside environmental conditions; protection from weather but not necessarily from temperature changes; no environmental hazards involved in this position.
NECESSARY SPECIAL REQUIREMENTS:
A valid driver’s license and a safe driving record are required.

SUPERVISION:
Under the general direction of the Human Services Manager, work is performed with independence. Works with other staff at all levels, and with necessary resources throughout the organization. Work is assigned through specific projects assigned by the manager, and through general goals and objectives set, providing research and analysis necessary to meet goals and appropriate resources and staff to resolve a problem or situation and/or research and analyze specific programmatic data. Performance is reviewed through observation, completion of projects, status reports, conference and meetings. Work is evaluated with respect to problem solving ability, customer service, research and analytical skills, written and verbal communication skills, information technology problem solving skills and procedural analysis skills, and performance in accordance with the classification standard.

PUBLIC CONTACT:
The employee has regular and frequent contact with division and department employees, other City employees, boards and commissions, and the general public including outside agencies and elected officials on occasion.

SELECTION METHOD
Qualifications Assessment
Structured Oral Interview

To apply for this position, please apply online at www.cityofevanston.org on or before the closing date.

Chosen candidates will be subject to a qualifying pre-employment medical examination and drug/alcohol screen.

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 847-444-8052 (TTY).
CITY OF EVANSTON
AN EQUAL OPPORTUNITY EMPLOYER M/W/D

Job Opportunity
For all qualified Individuals

Posting Date:

Communicable Disease Surveillance Specialist
Health Department
Pay Grade: $30.792-$39.868/ per hour

NATURE OF WORK

Develops and implements active and passive communicable disease surveillance systems. Participates in investigations of outbreaks of notifiable diseases under the guidance of the Illinois Department of Public Health (IDPH) communicable disease surveillance tracking system. Also works with public health partners, including laboratories, clinicians, and healthcare facilities to improve public health surveillance.

ESSENTIAL FUNCTIONS (Specific assignment will include some or all of the following but not limited to:)

- Participates in special surveys and research projects related to notifiable disease epidemiology, specifically the emerging infectious diseases
- Participates in, conducts and, as required, directs notifiable disease surveillance and outbreak investigations and epidemiologic studies under the guidance of medical epidemiologists at IDPH
- Organizes and operationalizes specific studies and/or data collection
- Ensures that appropriate district and local public health officials are informed of potential outbreaks and/or diseases identified within the region
- Offers consultation and assistance for proper follow-up
- Analyzes data from surveillance system and/or special studies; presents information and works closely with stakeholders from other areas of Public Health, federal agencies, and healthcare providers.
- Provides consultation and technical assistance as needed
- Assists in the design, implementation and maintenance of disease surveillance systems
- Assists with the development of policies and procedures for new and existing disease control programs
- Performs various duties in support of health department operations
- Maintain knowledge of epidemiologic methods and of current developments in the area of acute disease epidemiology
- Responsible for 24 hour mandated reporting of communicable disease incidents to the Illinois Department of Public Health
- Serves as the primary 24/7 contact for communicable diseases reports into the department, thus requires carrying a City of Evanston cell phone.
- Responsible for collecting information concerning the incidence and sources of communicable diseases; applies investigative techniques and procedures used in tracing the source of disease.
- Performs community investigations, including home visits when indicated, of communicable/infectious disease incidents.
- Serves as a liaison with the communicable disease departments of NorthShore University Healthcare Systems and Presence Health Proven Healthcare Systems.
- Performs required procedures in application of the law, policies and regulations pertaining to one or more communicable disease programs.
- Visits/telephone calls to laboratories, clinics, hospitals and physician offices to solicit assistance and cooperation in disease reporting and treatment.
- Responsible for a variety of information and educational activities (written and presentations) related to communicable diseases to the general public.
- Responsible for planning activities regarding communicable disease related immunization programs and mass distribution of pharmaceuticals.
- Other duties and responsibilities as assigned

MINIMUM REQUIREMENTS OF WORK


Minimum Training & Experience: Master of Public Health with concentration in epidemiology AND two years’ experience analyzing epidemiologic data, including experience using statistical analysis software (SAS).

Or Master’s Degree in Nursing with experience in communicable disease reporting, tracking and surveillance, and or RN, BSN.

Preferred Qualifications: Significant supervised experience in infectious diseases surveillance epidemiology Experience working or interning in state or local public health departments Knowledge of the theory and practice of communicable disease control.

Must possess the ability to maintain satisfactory working relationships with hospitals, laboratories, physicians and community organizations.

Ability to become progressively adept at performing epidemiological investigations.

Basic computer knowledge to include Microsoft Office, database development and maintenance.

The ability to apply principals of rational systems to solve practical problems and deal with a variety of concrete variables in situation where only limited standardization exists. To interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.

The ability to add, subtract, multiply and divide all units of measure: to perform the four operations with like or common decimal fractions; to compute ratios, rate, and percent; to draw and interpret bar graphs.

The ability to read manuals (safety, instructional, etc), professional journals, newspapers, financial reports, and encyclopedias; to prepare work assignments, summaries, and reports using prescribed format and conforming to all rules of punctuation, grammar, diction, and style and the ability to speak before audiences with poise, using correct English.

SUPERVISION

Operates under the direct supervision of the Director of Health or the Assistant Health Director. Guidance is provided via the City code, ordinances, and State of Illinois Communicable Disease Code. Performance is reviewed through observation, completion of daily and assigned tasks as well as communications. Work is formally evaluated at least annually, with respect to communicable disease expertise, achievement of goals and objectives, problem solving ability, analytical skills, communication skills and performance in accordance with this classification standard.

PUBLIC CONTACT

The employee has regular and frequent contact with City employees, members of the public, Hospitals, Primary Schools, Secondary Schools, University, and the public with regard to outbreaks of disease, emerging diseases and updating current information. Forms of communication are considered: lectures, workshops, newsletters, press releases, articles in the local newspaper, etc.

PHYSICAL REQUIREMENTS OF WORK

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or up to negligible amount of force constantly to move objects.

The worker is subject to inside environmental conditions: Protection from the weather conditions but not necessarily from temperature changes. This job requires that one goes outside of building and drive to investigation sites in cold, rainy, or hot weather conditions. Communicable diseases are contagious; persons must use universal precautions to protect self, eyes, skin, etc.

SELECTION METHOD

Structured Oral Interview
Qualifications Assessment

TYPE OF ELIGIBLE LIST
Category Group

LIFE OF ELIGIBLE LIST
Two (2) Years

To apply for this position, please submit a cover letter and resume or a completed Employment Application.
form to Human Resources.

City of Evanston, Department of Human Resources
2100 Ridge Ave.
Evanston, IL 60201-2798

Successful candidates will be subject to a Pre-employment Medical Examination and Drug/Alcohol Screening
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question: What is the process of applying hotel-motel and vacation rental tax to bed and breakfasts?

Response: Section 3-2-4-2 of the Hotel-Motel and Vacation Rental Tax imposes a 7.5% tax on hotels, motels, and vacation rental units. In order expand the tax to include bed and breakfast establishments, the Council must adopt an ordinance amending the tax provisions contained in 3-2-4 of the Code, including adding a definition of bed and breakfast to match the definition contained in the B & B regulations contained in Title 8, Chapter 19.
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: Please explain the reduction of the Legal Analyst/Liquor Licensing Manager and the new position of Paralegal.

Response: The Legal Analyst/Liquor Licensing Manager position that is subject to the reduction is primarily focused on two main tasks: liquor licensing and paralegal duties for the department. The liquor licensing tasks include drafting liquor code revisions and processing and issuing liquor licenses/renewals, which will be performed by an Assistant City Attorney. The Assistant City Attorney will also have additional job responsibilities, including drafting zoning ordinances, staffing the Zoning Board of Appeals and Plan Commission, and handling other legal matters for the City.

The new Paralegal position is strictly devoted to performing traditional paralegal duties to support the in-house litigation efforts, which includes job responsibilities of electronic filing, drafting initial discovery requests and responses, legal research, and reviewing document production.
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2018

Question:
What are the Legal and Work comp settlements expense across all funds?

Response:
We assume that this question asks for settlements related to worker’s compensation and other legal matters. All such settlements and expenses to secure these settlements are paid out of the Insurance Fund.

Here is a snapshot of the last several years:

<table>
<thead>
<tr>
<th></th>
<th>2016 Actual</th>
<th>2017 Actual</th>
<th>2018 Adopted</th>
<th>2019 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Comp Legal Fees</td>
<td>$79,802</td>
<td>$66,286</td>
<td>$60,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>Worker’s Comp Medical Payments</td>
<td>$830,742</td>
<td>$787,182</td>
<td>$750,000</td>
<td>$750,000</td>
</tr>
<tr>
<td>Worker’s Comp Settlement Payments</td>
<td>$16,520</td>
<td>$800,099</td>
<td>$650,000</td>
<td>$800,000</td>
</tr>
<tr>
<td>Legal Services</td>
<td>$1,234,192</td>
<td>$2,363,432</td>
<td>$350,000</td>
<td>$350,000</td>
</tr>
<tr>
<td>Settlement Costs Liability</td>
<td>$2,182,161</td>
<td>$700,709</td>
<td>$1,400,000</td>
<td>$1,400,000</td>
</tr>
</tbody>
</table>

To date in 2018, settlements related to legal matters (3) total $1,152,500, and settlements related to worker’s compensation matters (14) total $387,025. In 2017, settlements related to legal matters (3)\(^1\) totaled $566,587, and settlements related to worker’s compensation matters (20) totaled $800,459.

HR and the Law Department are finding ways to offset expenses by more aggressively seeking subrogation claims which would recoup some of the City’s expenses from third party insurance companies.

Legal fees are difficult to anticipate and budget for because claims against the City are not predictable. Legal fees are incurred anytime the City refers a case to outside

\(^1\) This does not include the $4,750,000 settlement related to the vehicle accident in Skokie.
counsel. This can happen with union matters, including disciplinary grievances and contract disputes, employment matters, and other litigation. As much as possible, the City tries to handle litigation in-house to save on legal expenses but at times, this is not feasible and outside counsel need to be retained. Similarly, it is sometimes in the City's best interest to settle cases and disputes to avoid further expenses.

2018 has also seen the departure of two attorneys in the Law Department. The shortage has resulted in the inevitable use of outside counsel. As the Law Department begins to replace its attorneys, the reliance on outside counsel can decrease.

Significant legal expenses associated with different litigation since 2016 include James Park in the amount of $5,689,050 and employment-related litigation in the amount of $643,601. James Park legal expenses in 2018 already total $2.19 million.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Richard Eddington, Chief of Police
Joseph Dugan, Deputy Chief of Police
Louis Gergits, Manager of Budget and Finance

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: Detail need for increased expense for Animal Shelter operations.

Response: The Police Department is recommending an increase to 100.22.2280.62272 (Animal Control – Other Professional Services) in the amount of $35,000 for the stipulation in the 2017 Volunteer Animal Organization Agreement that the City will reimburse the organization for bulk food, vaccines, and rabies tags. In 2017, these reimbursements totaled $31,676.85.

In 2015, The City entered into a two-year grant agreement with the Evanston Animal Shelter Association (EASA) and the City agreed to pay the EASA $65,000 annually for staff to run the animal shelter. The $65,000 was incorporated in the Police Department’s budget.

In April 2017, the City renewed the grant agreement for $65,000 annually and also entered into a Volunteer Animal Organization Agreement with the EASA. The Volunteer Animal Organization Agreement called for the City to pay for food and vaccines as indicated from the following excerpt:

D. **Bulk Food Purchases.** VAO will purchase bulk food and cat litter for the Shelter and submit receipts to the City for reimbursement.
E. **Vaccines and Rabies Tags.** VAO purchases necessary equipment and medication for VAO to administer vaccines, provide rabies tags, heartworm, and flea/tick preventative care for all animals at the Shelter and will submit receipts for reimbursement from the City for said purchases.

In December 2017 the Police Department received the first reimbursement request of approximately $31,676.85 from the Volunteer Animal Organization Agreement in expense as supported by the payment request attached to the memo. It was too late to budget for the expense in 2018.
Attachments:
2017 Grant Agreement with the Evanston Shelter Association
2017 Volunteer Animal Organization Agreement with the Evanston Shelter Association
2017 Evanston Shelter Association Reimbursement Request
GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is entered into on this 10th day of April, 2017 ("Effective Date"), by and between the City of Evanston, an Illinois home rule municipality, ("City"), and Evanston Animal Shelter Association, an Illinois not-for-profit corporation ("EASA") (individually, the City and EASA are referred to herein as "Party" and collectively, they are referred to as the "Parties").

RECITALS

WHEREAS, the City selected EASA to serve as the Volunteer Animal Organization to run the Evanston Animal Shelter (the "Shelter") at 2310 Oakton Street for a two year term June 1, 2017 - May 31, 2019; and

WHEREAS, EASA seeks funding to support its work at the Shelter and seeks grant funding from the City of Evanston in the amount of $65,000 annually through the end of the term of the Volunteer Animal Organization Agreement, to allow EASA to retain part-time staff members to oversee operations at the Shelter; and

WHEREAS, the City Council of the City of Evanston finds the best interests of the City include financial support of EASA’s efforts to provide safe and quality services to the animals in its care at the Shelter; and

WHEREAS, the City has authorized City staff to manage and administer this Grant Agreement on behalf of the City including, without limitation, authorizing the City Manager to execute this Agreement with EASA, thereby establishing terms, conditions, and requirements for participation in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual obligations of the Parties as follows:

AGREEMENT

I. TERMS OF GRANT

a. EASA will utilize the grant funds to retain part-time employees that perform functions related to an animal coordinator and kennel assistant for the EASA to handle the operations at the Shelter. The grant funds will also be utilized to pay for associated employee costs, including overtime pay, liability insurance and payroll processing costs. The brief job descriptions for the proposed EASA employees are attached as Exhibit A and incorporated herein.

b. Commencing on June 1, 2017, City shall disburse the grant funds in six (6) month installments of $32,500 through the end of the Term according to the following schedule:
<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2017</td>
<td>$32,500</td>
</tr>
<tr>
<td>1/1/2018</td>
<td>$32,500</td>
</tr>
<tr>
<td>6/1/2018</td>
<td>$32,500</td>
</tr>
<tr>
<td>1/1/2019</td>
<td>$32,500</td>
</tr>
</tbody>
</table>

Total Disbursements under this Grant Agreement: $130,000

c. Prior to disbursement of the installments, the authorized City staff member staff shall review EASA's payroll records every six months and confirm that the grant funds are utilized solely for the expenses outlined in Section l(a). In addition, EASA cannot be in default of any term of the Volunteer Animal Organization Agreement between the Parties prior to a disbursement. Any defaults of this Agreement or the Volunteer Animal Organization Agreement shall be cured prior to disbursement of funds.

II. COMPLIANCE WITH LAW

EASA agrees to comply with all the requirements now or hereafter in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The Director will not issue any Grant funds to the EASA if there is in violation of any law, ordinance, code, regulation, or permit. The City agrees to cooperate and assist EASA in such compliance if the assistance of the City is required.

III. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing in the manner as provided herein:

To City:
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: City Manager

With a copy to:
City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, IL 60201
Attn: Corporation Counsel

~2~
To EASA: Evanston Animal Shelter Association
Attn: Vicky Pasenko and Alisa Kaplan
2310 Oakton Street
Evanston, IL 60202

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

IV. DEFAULT; REMEDIES; DISPUTE RESOLUTION


In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required herein identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within 90 days and shall continuously and diligently prosecute such cure, correction or remedy to completion.

c. City Remedies; Refund of Grant.

In the event of a material default by EASA of the terms of this Agreement that has not been cured within the time frame set forth in Paragraph b above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a default by EASA that occurs after the City has disbursed any Grant funds, the total of such installment of the grant, shall be refunded to the City.

d. EASA’s Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein. Accordingly, EASA shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between EASA and the City regarding this Agreement or any of the matters
referred to herein, the parties agreeing that declaratory and injunctive relief, mandamus, and specific performance shall be EASA's sole and exclusive judicial remedies except for any willful misconduct of the City, or its respective officers, officials, representatives, active employees, contractors or agents.

V. APPLICABLE LAW AND BINDING EFFECT

The laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. EASA hereby represents that the persons executing this Agreement on behalf of EASA have full authority to do so and to bind EASA to perform pursuant to the terms and conditions of this Agreement.

VI. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

VII. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement and the Exhibit express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto.

b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the EASA, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the EASA.

VIII. NON-ASSIGNMENT

EASA shall not assign the obligations under this Agreement, nor any monies due or to become due, without the City's prior written approval, and EASA proposed assignee's execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for breach of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

IX. NO WAIVER

No failure of either the City or EASA to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this
Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: Wally Bobkiewicz

Its: City Manager, Wally Bobkiewicz

EVANSTON ANIMAL SHELTER ASSOCIATION
an Illinois not-for-profit corporation

By:

Its: President

Print Name: Alisa Kaplan Vicky Pumps

Approved as to form:
W. Grant Farrar
Corporation Counsel

By: 

~5~

62
EXHIBIT A
EASA Part-Time Employee Job Descriptions

Role #1: Animal Shelter Coordinator I
8:30 a.m. to 1:30 p.m.
25 hours per week 5 hours per day Monday through Friday

This role would include the following:

- Coordinating the activities of the morning volunteers, providing guidance and direction as necessary
- Greeting the public as required
- Answering the phone and responding to questions or taking messages as necessary
- Intake of any animals as required, providing options when we can’t take the animal
- Returning animals to owners following prescribed guidelines
- Identifying animals that need immediate medical attention; contacting the appropriate medical coordinators for guidance and possibly transporting the animals to a vet
- Accepting donations and putting them away
- Ensuring the shelter and grounds are clean and tidy
- Coordinate with the afternoon staff member to maintain a list of needed supplies
- Other duties as assigned or required

Role #2: Animal Shelter Coordinator II
1:15 pm through 6:15 pm
25 hours per week 5 hours per day Monday through Friday

- Greeting the public as required
- Answering the phone and responding to questions or taking message as necessary
- Intake of any animals as required, providing options when we can’t take the animal
- Returning animals to owners following prescribed guidelines
- Identifying animals that need immediate medical attention; contacting the appropriate medical coordinator for guidance and possibly transporting the animals to a vet
- Accepting donations and putting them away
- Ensuring the shelter and grounds are clean and tidy
- Coordinating with the afternoon staff member to determine needed supplies and placing orders to ensure needed supplies are on hand at all times
- Maintaining computer records including but not limited to: Database of volunteers, database of donors, inventory of animals,
- Maintain shelter files
- Other duties as assigned or required
Role #3: Kennel Assistant
8:00 am through 12:00 pm
20 hours per week 4 hours per day Monday through Friday

- Walking and socializing dogs
- Cleaning and disinfecting cages
- Assisting in the cleaning and maintenance of the facility
- Other duties as assigned or required
VOLUNTEER ANIMAL ORGANIZATION AGREEMENT

THIS VOLUNTEER ANIMAL ORGANIZATION AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of ____, 2017, by and between the City of Evanston, an Illinois municipal corporation (hereinafter referred to as the "City"), and Evanston Animal Shelter Association ("EASA"), an Illinois not-for-profit corporation (hereinafter referred to as the "VAO" or "EASA"). The City and VAO shall be referred to as the "Parties".

RECITALS

WHEREAS, the City’s community standards, as reflected by the City Council’s goals and expectations, makes it plain that the City capital planning, infrastructure investments, facility improvements are a priority, including the Evanston Animal Shelter and Adoption Center (the "Shelter"); and

WHEREAS, the renovations and facility improvements to the Shelter are entrenched in a larger evaluation of the City operational departments with a focus on efficiency of service resulting in a realignment of City staff roles and responsibilities; and

WHEREAS, The transfer of the Animal Shelter and control operations out of the Police Department and to staff of the City Manager’s Office, is a result and reflection of the thoughtful and substantive deliberations over many years by the Evanston City Council, City staff, and community partners regarding these issues; and

WHEREAS, the Parties believe it is in the best interests of both the animals, community members, the VAO and City staff members to formalize the expectations regarding customer service, shelter facility operations, and animal training and kennel enrichment activities in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants, terms and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the Parties hereto as follows:

I. RECITALS. The Parties hereby agree that the Recitals set forth hereinabove are incorporated herein by reference, as if fully set forth herein.

II. SHELTER FACILITY

A. Property. The City is the fee simple owner of the Shelter and land located at 2310 Oakton Street, Evanston, Illinois 60202 (the "Property"). This Agreement is not a lease agreement and the VAO is not renting the Shelter from the City or being assessed a rental fee for use of the Shelter property. The VAO is the City’s partner to operate the Shelter and perform Services outlined above.

B. Maintenance. The City as the owner of the property is responsible for all maintenance, repair, and any construction obligations relative to the Shelter and Property
and in the City's sole discretion; it will make decisions relative to the same.

C. **Utilities.** The City at its sole cost and expense will pay for all utilities that service the Shelter facility.

D. **Bulk Food Purchases.** VAO will purchase bulk food and cat litter for the Shelter and submit receipts to the City for reimbursement.

E. **Vaccines and Rabies Tags.** VAO purchases necessary equipment and medication for VAO to administer vaccines, provide rabies tags, heartworm, and flea/tick preventative care for all animals at the Shelter and will submit receipts for reimbursement from the City for said purchases.

F. **Fees and Operating Expenses.** EASA will fund all operations assigned to it under this Agreement.

G. **Standard Operating Procedures.** The Evanston Police Department has established an Animal Control Standard Operating Procedure Manual (the “SOP”), which are attached as Exhibit A and incorporated herein by reference. The Parties acknowledge and agree to abide by the terms of the SOP, as amended.

### III. TERM

Subject to the provisions of this Agreement, the “Term” shall commence on the 1st day of June, 2017 (“Commencement Date”) and shall end on the 31st day of May, 2019 (two years), except as otherwise terminated as provided herein. The Agreement will be reviewed on or around the one year anniversary of the Commencement Date by the Human Services Committee of the City Council for compliance with all terms and conditions of this Agreement.

### IV. SERVICES AND RESPONSIBILITIES

**A. Services.**

1. **General Services.** VAO shall perform the services (the “Services”) that include, but are not limited to: (a) coordinating volunteer and adoption programs; (b) coordinating and funding medical and behavioral care and training for the shelter animals; (c) providing special food and supplies for the animals and volunteer staff that is above the ordinary bulk food and supplies provided by the City; and (d) fundraising for costs to support the Shelter assigned to it under this Agreement.

2. **Performance of Services.** VAO shall perform the Services in a professional manner. The Parties anticipate the working hours will be Monday – Friday (except Wednesday) 6 p.m. – 8 p.m. and Saturday and Sunday 12 p.m. – 3:30 p.m., and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations. This Agreement does not obligate the Parties to keep these hours and they can be amended without any revisions to this Agreement. VAO shall take all necessary precautions to assure the safety of the City’s volunteers at the Shelter engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith.

**B. Fundraising.**
1. VAO is a not-for-profit corporation organized under the laws of the State of Illinois. At all times during this Agreement the VAO shall be in good standing with the State of Illinois.

2. Subject to the terms of this Agreement, the City desires to engage the services of the VAO in fundraising activities on behalf of the Shelter and the City of Evanston.

3. Cancellation of Agreement. Any funds collected after the effective notice that Agreement has been canceled shall be deemed to be held in trust for the benefit of the City of Evanston without any deduction for costs or expenses. The City shall be entitled to recover all funds collected after the effective date of cancellation.

4. Description of respective obligations of fundraiser and charitable organization. In connection with VAO’s fundraising activities on behalf of the City, the VAO shall have the right to use the City’s good name and good will for the Shelter fundraising only. The VAO shall set the schedule for fundraising activities and notify the City if it’s cooperation is needed.

5. Regulatory Requirements. This Agreement is subject to the issuance of all necessary governmental permits, registrations and approvals with respect to fundraising activities contemplated by this Agreement in a timely manner by all governmental agencies having regulation over such activities. VAO shall not commence fundraising activities until compliance with all required permits, registrations and approvals.

6. Solicitation Activities and Consultation with the Board of Animal Control. In connection with all fundraising activities, VAO, its agents, servants and representatives shall not misrepresent the City’s name and activities at the Shelter in any way. VAO, its agents, servants and representatives shall, in connection with all sales and solicitations clearly state that they represent the City of Evanston Animal Shelter and Adoption Center in connection with fundraising activities on its behalf.

7. Report. VAO shall provide the City at least every three (3) months with a list of contributions made during the three month time period, events or solicitation efforts made, and upcoming events that VAO will be conducting to fundraise for the Shelter. All donor information is considered confidential information which will be preserved and protected by the City in the event of a Freedom of Information Act request.

8. Funds raised by the VAO. If this agreement is terminated, funds raised by the VAO shall revert to the City of Evanston for the purposes of caring for the City’s homeless and unwanted animals.

C. Independent Contractor. VAO’s status shall be that of an independent contractor and not that of a servant, agent, or employee of City. VAO shall not hold VAO out, nor claim to be acting, as a servant, agent or employee of City except as provided for in this Agreement including but not limited to the fundraising component and animal care and service. VAO is not authorized to, and shall not, make or undertake any agreement on behalf of City without its written approval. Further, the VAO shall not be entitled to participate in any of the City’s benefits, including without limitation any health or retirement plans. The VAO shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract. The City shall not be liable for taxes, Workers’ Compensation, unemployment insurance, employers’ liability, employer’s FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent
Contractor in performing Services under this Contract. All such costs shall be VAO’s responsibility.

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

E. Ownership of Documents and Other Materials. All originals, duplicates, Excel spreadsheets, PDF, and other documents or materials required to be furnished by VAO hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to VAO. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, VAO shall promptly deliver all such materials to City.

F. Payment. The VAO has no right or expectation of payment for the Services performed under this Agreement by the City.

G. Right to Audit. Any audit performed at the City’s request will be paid for by the City. VAO shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City’s authorized agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by VAO, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by VAO is found to have been overstated, VAO shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City’s expenses for and in connection with the audit respecting such invoice.

H. Covenant Not to Sue. VAO hereby covenants not to sue other otherwise bring any action in law or equity against the City, its elected officials, employees, or attorneys for any claims, loss, damage, expense, or liability of any nature whatsoever which VAO may sustain arising out of this Agreement and use of the City Shelter property.

I. Default and Remedies.
1. Notice of Default: In the event of failure by either party to substantially perform any material term or provision of this Agreement (“Event of Default”), the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Section P hereof identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.
2. Cure of Default: Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within a 30-day period, and shall continuously and diligently prosecute such cure, correction or remedy to completion.
3. Remedies not Exclusive: If an Event of Default occurs, which either party has not cured within the timeframe set forth in subparagraph B above, either party, at its option, may terminate this Agreement and/or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement.

4. No Personal Liability: This Agreement is executed by the undersigned authorized agent of VAO, not personally, but solely as authorized agent of VAO, and it is expressly understood and agreed by the parties hereto, that each and all of the covenants, undertakings, representations, warranties, and agreements herein made are made and intended, not as personal covenants, undertakings, representations, and agreements of the undersigned authorized agent or of the members of the board of the VAO in their individual capacities, but as the covenants, undertakings, representations and agreements of VAO, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against said authorized agent or any partner, officer, director, shareholder, manager, board member or agent of VAO, or under any covenant, undertaking, representation, warranty, or agreement herein contained, either expressed or implied; all such personal liability, if any, being and is expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. In the event VAO is in breach or default with respect to VAO’s obligations or otherwise under this Agreement, the City shall look solely to VAO’s property for recovery of any judgments from VAO.

J. Confidentiality. In connection with this Agreement, City may provide VAO with information to enable VAO to render the Services hereunder, or VAO may develop confidential information for City. VAO agrees to use its best judgment to treat as secret and confidential all such information whether or not identified by City as confidential.

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

L. No Assignments or Subcontracts. VAO shall not assign or subcontract all or any part or its rights or obligations hereunder without City’s express prior written approval. Any attempt to do so without the City’s prior consent shall, at City’s option, be null and void and of no force or effect whatsoever.
M. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, VAO shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at VAO's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks on volunteers at the Shelter. VAO shall immediately reassign any such City volunteer who in the opinion of the City does not pass the background check.

N. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed to the recipient as follows:

City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, IL 60201

City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

Evanston Animal Shelter Association
Attn: Vicky Pasenko and Alisa Kaplan
2310 Oakton Street
Evanston, IL 60202

O. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

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

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

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

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

This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

VI. INTEGRATION

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

In the event of any inconsistency between this Agreement, and the Exhibit, this Agreement shall control over the Exhibit. In no event shall any proposal or contract form submitted by VAO be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibit hereto shall be part hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the later of the two dates listed below.

Evanston Animal Shelter Association, an Illinois not-for-profit corporation

By: [Signature]

Its: President

Date: 4/10/17

City of Evanston
an Illinois municipal corporation

By: [Signature]

Its: City Manager

Date: 4/10/17

Approved as to form:
W. Grant Farrar
Corporation Counsel

By: [Signature]
EXHIBIT A

EVANSTON POLICE STANDARD OPERATING PROCEDURE MANUAL
CHECK REQUEST FORM

DATE  November 16, 2017

Make check payable to:

Name:  Evanston Animal Shelter Association

Address:  2310 Oakton Avenue
          Evanston, IL 60202

INVOICE#  __________________________  PO#  _____________

AMOUNT  $31,676.85


ACCOUNT DISTRIBUTION

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Requesting Department:  Police

Approved by:  [Signature]

Michelle Smith  Person to call for pick-up

Michelle Smith  847-866-5005  Ext.
# Evanston Animal Shelter Association

## Expense Detail

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Date Range: Nov 2016 - Oct 2017  
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<td>Other</td>
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<td>Deposit Received</td>
<td>-</td>
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</table>

**TOTAL** $34,708.81

Make all checks payable to Evanston Animal Shelter Association.

Thank you for your business!
| 164.48 + | 15.00 + | 0° * |
| 48.51 + | 42.95 + | 0° * |
| 13.20 + | 60.00 + | 1.727.77 + |
| 367.94 + | 11.00 + | 5.334.27 + |
| 189.88 + | 174.00 + | 7.339.31 + |
| 246.52 + | 39.95 + | 7.268.24 + |
| 231.82 + | 39.95 + | 10.007.25 + |
| 105.00 + | 39.95 + | 31.676.85 * |
| 147.96 + | 39.95 + | 0° * |
| 327.00 + | 35.95 + | 0° * |
| 79.96 + | 29.00 + | 0° * |
| 327.55 + | 56.99 + | 0° * |
| 138.79 + | 57.36 + | 0° * |
| 256.36 + | 34.99 + | 0° * |
| 226.76 + | 52.62 + | 0° * |
| 300.02 + | 77.40 + | 0° * |
| 151.98 + | 47.56 + | 0° * |
| 162.72 + | 81.12 + | 0° * |
| 200.80 + | 56.40 + | 0° * |
| 72.00 + | 370.00 + | 0° * |
| 53.94 + | 115.00 + | 0° * |
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| 57.90 + | 61.36 + | 0° * |
| 236.89 + | 191.16 + | 0° * |
| 165.82 + | 76.12 + | 0° * |
| 103.44 + | 65.79 + | 0° * |
| 109.94 + | 72.68 + | 0° * |
| 208.26 + | 77.16 + | 0° * |
| 163.98 + | 48.34 + | 0° * |
| 402.28 + | 74.00 + | 0° * |
| 67.68 + | 569.50 + | 0° * |
| 94.44 + | 375.75 + | 0° * |
| 389.81 + | 537.75 + | 0° * |
| 79.96 + | 284.75 + | 0° * |
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| 145.47 + | 61.26 + | 0° * |
| 53.94 + | 290.50 + | 0° * |
| 104.00 + | 216.65 + | 0° * |
| 55.14 + | 191.30 + | 0° * |
| 41.00 + | 290.50 + | 0° * |
| 35.00 + | 777.15 + | 0° * |
| 34.00 + | 290.50 + | 0° * |
| 39.95 + | 265.48 + | 0° * |
| 11.00 + | 581.00 + | 0° * |
| 36.95 + | 1.004.90 + | 0° * |
| 39.95 + | 152.00 + | 0° * |
| 32.00 + | 305.41 + | 0° * |
| 36.95 + | 175.28 + | 0° * |
| 36.95 + | 10.007.26 * | 0° * |

\[ 7.268.24 \times 4 \]

\[ 5 \]
Final Details for Order #65205457

Order Placed: Oct 24, 2017
Order Total: $111.92

Shipped on Oct 24, 2017

<table>
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<th>Unit Price</th>
<th>Discount</th>
<th>Total</th>
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<td>$3.06</td>
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<td>$5.22</td>
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<td>$5.22</td>
</tr>
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SHIPPING ADDRESS:
Evanston Animal Shelter
2310 Oakton
Evanston, IL 60202

SHIPPING SPEED:
Flat-Rate Shipping

Item(s) Subtotal: $111.92
Shipping & Handling: $0.00
Adjustment Applied: $0.00
Total Before Tax: $111.92
Sales Tax: $0.00
Shipment Total: $111.92

Payment Information

PAYMENT METHOD:
AMEX | Last digits: 2048

BILLING ADDRESS:
1005 Sheridan Road
Evanston, IL 60202

Item(s) Subtotal: $111.92
Shipping & Handling: $0.00
Total Before Tax: $111.92
Sales Tax: $0.00
Grand Total: $111.92

If you have any questions regarding your order, please contact customer care at 1-800-672-4399.
To view the status of your order, return to Order Summary.

© 2017 Chewy.com
Question: What is the purpose and added value for a Civilian Community Engagement in the Police Department?

Response: The position will work closely with PST officers to tailor information to wards, neighborhoods and block clubs, thereby engaging the public via social media and other electronic options.

The goal is to provide smaller segments of the city—down to individual wards and block-groups—with information specifically relevant to the constituents receiving it. Due to this increased relevance the information received will be more valuable and time-sensitive to its recipients, i.e., high-tech will enhance the high-quality PST touch.

Richard Eddington  
Chief of Police

kmt
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 12, 2019

**Question:** With the elimination of the Court Liaison, who would handle the duties to provide Aldermen real time information regarding court times and locations?

**Response:** Unfortunately, this is a service reduction. Real-time information will not be available. It therefore will be incumbent upon the aldermen to contact the Deputy Chief of Support Services or the Records Bureau supervisor several days before the trial date to determine the status of the case. Further, no one will be on-scene at the courthouse to provide any last-minute updates.

It is my hope that, as familiarity with the court system and contact with the Deputy Chief and the Records Bureau supervisor increases, aldermen will be able to readily identify cases they are concerned about and access this information the week prior to any court date.

Richard Eddington
Chief of Police

kmt
To: Honorable Mayor Hagerty and Members of the City Council  
From: Budget Team  
Subject: 2019 Proposed Budget  
Date: October 11, 2018  

Question: What best practices determine the number of Police Deputy Chiefs in a Police Department (is three best practice?)

Response: A police department’s size and complexity—which, in turn, reflect the size and complexity of the jurisdiction it serves and protects—function to determine the number of deputy chiefs appropriate to the department. The Evanston Police Department’s organizational chart (attached) reveals three deputy chiefs, each accountable for a distinct division of responsibility—Investigative Services, Field Services and Support Services. It is apparent that the duties involved in these divisions differ substantially from each other and reflect a level of staffing and expertise that addresses the specific duties of its respective mission. Further, the deputy chiefs attend APW, HSC and ward meetings as needed. They also function as acting chief when the chief is absent.

Richard Eddington  
Chief of Police  
Kmt  

Attachment:  
Police Department Organizational Chart
To: Honorable Mayor Hagerty and Members of the City Council

From: Richard Eddington, Chief of Police
Joseph Dugan, Deputy Chief of Police
Louis Gergits, Manager of Budget and Finance

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: Detail of need for new Police Dog

Response: The Police Department is recommending an increase to 100.22.2205.62490 (Police Administration – Other Program Costs) in the amount of $15,000 for the purchase of a police dog and related expenses. Canine Officer Roni is scheduled to retire in 2019. He is eight years old. The cost of the acquisition of a new police dog with associated supplies, travel, and training is approximately $15,000. Reserve Account 100.41341 (K9 Program) has a balance of $22,076.17 to cover this expense.
To: Honorable Mayor Hagerty and Members of the City Council

From: Richard Eddington, Chief of Police
      Joseph Dugan, Deputy Chief of Police
      Louis Gergits, Manager of Budget and Finance

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: Please provide a breakdown of Police OT with detail

Response: Attached are two reports summarizing Police overtime. The first report compares total actual overtime expenses to the budgeted expenditure for 2012 through 2017. The second report lists 2018 Police overtime through September 30, 2018 by justification.

Attachments:
Comparison of Police Overtime – 2012 to 2017
Analysis of Police Overtime - 2018
# Evanston Police Department
## Comparison of Overtime Expenditures
### 2012 through 2017

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget</th>
<th>Actual</th>
<th>Budget Variance</th>
<th>Percentage Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012 Overtime - 61110</td>
<td>$141,200</td>
<td>$379,724</td>
<td>$238,524</td>
<td>168.93%</td>
</tr>
<tr>
<td>2012 Hireback - 61111</td>
<td>$173,700</td>
<td>$282,211</td>
<td>$108,511</td>
<td>62.47%</td>
</tr>
<tr>
<td>2012 Special Detail &amp; Event</td>
<td>$268,130</td>
<td>$393,062</td>
<td>$124,932</td>
<td>46.59%</td>
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<tr>
<td><strong>2012 Total Overtime</strong></td>
<td>$583,030</td>
<td>$1,054,997</td>
<td>$471,967</td>
<td>80.95%</td>
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<tr>
<td>2013 Overtime - 61110</td>
<td>$145,900</td>
<td>$439,258</td>
<td>$293,358</td>
<td>201.07%</td>
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<tr>
<td>2013 Hireback - 61111</td>
<td>$173,700</td>
<td>$376,704</td>
<td>$203,004</td>
<td>116.87%</td>
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<tr>
<td>2013 Special Detail &amp; Event</td>
<td>$292,130</td>
<td>$551,807</td>
<td>$259,677</td>
<td>88.89%</td>
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<td><strong>2013 Total Overtime</strong></td>
<td>$611,730</td>
<td>$1,367,769</td>
<td>$756,039</td>
<td>123.59%</td>
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<td>2014 Overtime - 61110</td>
<td>$145,900</td>
<td>$238,397</td>
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<td>63.40%</td>
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<tr>
<td>2014 Hireback - 61111</td>
<td>$179,200</td>
<td>$978,777</td>
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<td>446.19%</td>
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<td>2014 Special Detail &amp; Event</td>
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<td>$428,930</td>
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<td>45.14%</td>
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<tr>
<td><strong>2014 Total Overtime</strong></td>
<td>$620,630</td>
<td>$1,646,104</td>
<td>$1,025,474</td>
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<td>2015 Overtime - 61110</td>
<td>$145,900</td>
<td>$218,472</td>
<td>$72,572</td>
<td>49.74%</td>
</tr>
<tr>
<td>2015 Hireback - 61111</td>
<td>$179,200</td>
<td>$901,504</td>
<td>$722,304</td>
<td>403.07%</td>
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<tr>
<td>2015 Special Detail &amp; Event</td>
<td>$308,576</td>
<td>$353,920</td>
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<td>14.69%</td>
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<tr>
<td><strong>2015 Total Overtime</strong></td>
<td>$633,676</td>
<td>$1,473,896</td>
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<td>2016 Overtime - 61110</td>
<td>$145,900</td>
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<td><strong>2016 Total Overtime</strong></td>
<td>$633,676</td>
<td>$1,697,453</td>
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<td>167.87%</td>
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<td>$326,877</td>
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<td>2017 Hireback - 61111</td>
<td>$366,646</td>
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<td>2017 Special Detail</td>
<td>$124,130</td>
<td>$346,235</td>
<td>$222,123</td>
<td>178.94%</td>
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<td><strong>2017 Total Overtime</strong></td>
<td>$637,176</td>
<td>$1,464,628</td>
<td>$827,452</td>
<td>129.86%</td>
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### EVANSTON POLICE DEPARTMENT
### SUMMARY OF OVERTIME EXPENSE
### JANUARY 1, 2018 TO SEPTEMBER 30, 2018

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<thead>
<tr>
<th>Justification for Overtime Earned</th>
<th>Hours</th>
<th>% of Total Hours</th>
<th>Amount</th>
<th>% of Total Amount</th>
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<tr>
<td>Overtime Earned for Additional Staffing for 311</td>
<td>44.75</td>
<td>0.32%</td>
<td>$ 1,568.49</td>
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<tr>
<td>Overtime Earned for Administrative Adjudication</td>
<td>300.00</td>
<td>2.15%</td>
<td>$ 20,673.21</td>
<td>2.29%</td>
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<tr>
<td>Overtime Earned for Canine Care Per Union Contract</td>
<td>190.00</td>
<td>1.36%</td>
<td>$ 13,359.66</td>
<td>1.48%</td>
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<td>Overtime Earned for Court Appearance</td>
<td>1,075.00</td>
<td>7.72%</td>
<td>$ 45,374.66</td>
<td>5.02%</td>
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<td>Overtime Earned for Critical Incident</td>
<td>199.25</td>
<td>1.43%</td>
<td>$ 12,676.33</td>
<td>1.40%</td>
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<td>Overtime Earned for Force Back for July 4th Festivities</td>
<td>615.75</td>
<td>4.42%</td>
<td>$ 56,421.34</td>
<td>6.25%</td>
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<td>Overtime Earned for Hold Over/ Worked Through Lunch to Complete Case</td>
<td>360.75</td>
<td>2.59%</td>
<td>$ 22,982.57</td>
<td>2.54%</td>
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<td>Overtime Earned for Holiday Pay Per Union Contract</td>
<td>1,614.50</td>
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<td>$ 92,915.95</td>
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<tr>
<td>Overtime Earned for Management Staff Meeting</td>
<td>68.75</td>
<td>0.49%</td>
<td>$ 5,568.45</td>
<td>0.62%</td>
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<td>Overtime Earned for Mandatory Meeting</td>
<td>71.00</td>
<td>0.51%</td>
<td>$ 4,740.46</td>
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<td>Overtime Earned for MCAT Assignment</td>
<td>350.75</td>
<td>2.52%</td>
<td>$ 25,409.10</td>
<td>2.81%</td>
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<td>Overtime Earned for NIPAS Assignment</td>
<td>106.25</td>
<td>0.76%</td>
<td>$ 7,176.17</td>
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</tr>
<tr>
<td>Overtime Earned for NORTAF Assignment</td>
<td>867.50</td>
<td>6.23%</td>
<td>$ 61,205.23</td>
<td>6.78%</td>
</tr>
<tr>
<td>Overtime Earned for Northwestern Event Reimbursed</td>
<td>415.75</td>
<td>2.98%</td>
<td>$ 28,439.55</td>
<td>3.15%</td>
</tr>
<tr>
<td>Overtime Earned for Northwestern Event Exp.</td>
<td>1,553.00</td>
<td>11.15%</td>
<td>$ 117,178.40</td>
<td>12.97%</td>
</tr>
<tr>
<td>Overtime Earned for Prisoner Watch Assignment</td>
<td>89.50</td>
<td>0.64%</td>
<td>$ 5,744.57</td>
<td>0.64%</td>
</tr>
<tr>
<td>Overtime Earned for Snow Emergency</td>
<td>516.25</td>
<td>3.71%</td>
<td>$ 35,957.99</td>
<td>3.98%</td>
</tr>
<tr>
<td>Overtime Earned for Special Assignment (Community Meeting, Festivals, etc)</td>
<td>2,579.00</td>
<td>18.51%</td>
<td>$ 170,778.53</td>
<td>18.91%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting due to Administrative Absence</td>
<td>86.00</td>
<td>0.62%</td>
<td>$ 4,551.15</td>
<td>0.50%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Comp Time Used Absence</td>
<td>23.50</td>
<td>0.17%</td>
<td>$ 1,876.98</td>
<td>0.21%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Death in Family</td>
<td>97.00</td>
<td>0.70%</td>
<td>$ 5,786.45</td>
<td>0.64%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from FMLA Leave</td>
<td>8.00</td>
<td>0.06%</td>
<td>$ 389.41</td>
<td>0.04%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Injury on Duty</td>
<td>63.50</td>
<td>0.46%</td>
<td>$ 3,845.93</td>
<td>0.43%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Light Duty</td>
<td>71.00</td>
<td>0.51%</td>
<td>$ 5,874.67</td>
<td>0.65%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Military Leave</td>
<td>146.00</td>
<td>1.05%</td>
<td>$ 8,745.97</td>
<td>0.97%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Retirement</td>
<td>8.00</td>
<td>0.06%</td>
<td>$ 389.41</td>
<td>0.04%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Sick Absence</td>
<td>1,457.00</td>
<td>10.46%</td>
<td>$ 89,761.21</td>
<td>9.94%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Training</td>
<td>222.50</td>
<td>1.60%</td>
<td>$ 14,937.73</td>
<td>1.65%</td>
</tr>
<tr>
<td>Overtime Earned to Meet Shift Minimum Resulting from Vacation Absence</td>
<td>732.75</td>
<td>5.26%</td>
<td>$ 38,966.31</td>
<td>4.31%</td>
</tr>
<tr>
<td><strong>Grand Total for Overtime</strong></td>
<td>13,933.00</td>
<td>100.00%</td>
<td>$ 903,295.88</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
## EVANSTON POLICE DEPARTMENT
### SUMMARY OF COMP TIME EARNED
**JANUARY 1, 2018 TO SEPTEMBER 30, 2018**

<table>
<thead>
<tr>
<th>JUSTIFICATION FOR COMP TIME EARNED</th>
<th>HOURS</th>
<th>PERCENTAGE OF TOTAL HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMP TIME EARNED FOR ADDITIONAL STAFFING FOR 311</td>
<td>26.75</td>
<td>0.13%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR ADMINISTRATIVE ADJUDICATION</td>
<td>108</td>
<td>0.52%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR COURT APPEARANCE</td>
<td>3378.25</td>
<td>16.20%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR CRITICAL INCIDENT</td>
<td>416.25</td>
<td>2.00%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR EVIDENCE TECHNICIAN ASSIGNMENT</td>
<td>790.75</td>
<td>3.79%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR FIELD TRAINING OFFICER ASSIGNMENT</td>
<td>1040.5</td>
<td>4.99%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR HOLD OVER/ WORKED THROUGH LUNCH TO COMPLETE CASE</td>
<td>282.75</td>
<td>1.36%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR MANAGEMENT STAFF MEETING</td>
<td>26.5</td>
<td>0.13%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR MANDATORY MEETING</td>
<td>70.75</td>
<td>0.34%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR MCAT ASSIGNMENT</td>
<td>91</td>
<td>0.44%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR NIPAS ASSIGNMENT</td>
<td>96.5</td>
<td>0.46%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR NORTAF ASSIGNMENT</td>
<td>142.25</td>
<td>0.68%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR PRISONER WATCH ASSIGNMENT</td>
<td>16.5</td>
<td>0.08%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR SENIOR DETECTIVE ASSIGNMENT</td>
<td>93.5</td>
<td>0.45%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR SERGEANT ADMINISTRATION TIME PER UNION CONTRACT</td>
<td>1179</td>
<td>5.65%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR SPECIAL ASSIGNMENT (COMMUNITY MEETING, FESTIVALS, ETC)</td>
<td>1130.75</td>
<td>5.42%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR TRAINING</td>
<td>1063</td>
<td>5.10%</td>
</tr>
<tr>
<td>COMP TIME EARNED TO MEET SHIFT MINIMUM RESULTING FROM MILITARY LEAVE</td>
<td>11.5</td>
<td>0.06%</td>
</tr>
<tr>
<td>COMP TIME EARNED TO MEET SHIFT MINIMUM RESULTING FROM SICK ABSENCE</td>
<td>633</td>
<td>3.04%</td>
</tr>
<tr>
<td>COMP TIME EARNED TO MEET SHIFT MINIMUM RESULTING FROM VACATION ABSENCE</td>
<td>77</td>
<td>0.37%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR SNOW EMERGENCY</td>
<td>117.75</td>
<td>0.56%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR SNOW EMERGENCY DUE TO ADMINISTRATIVE ABSENCE</td>
<td>325.5</td>
<td>1.56%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR FIELD TRAINING OFFICER ASSIGNMENT PLUS SGT ADM DUTIES</td>
<td>629.5</td>
<td>3.02%</td>
</tr>
<tr>
<td>COMP TIME EARNED TO MEET SHIFT MINIMUM RESULTING FROM INJURY ON DUTY</td>
<td>1.75</td>
<td>0.01%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR OMEGA APPOINTMENT</td>
<td>20</td>
<td>0.10%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR HOLIDAY PER UNION CONTRACT</td>
<td>8936</td>
<td>42.85%</td>
</tr>
<tr>
<td>COMP TIME EARNED FOR NORTHWESTERN EVENT</td>
<td>140.5</td>
<td>0.67%</td>
</tr>
<tr>
<td>COMP TIME EARNED TO MEET SHIFT MINIMUM RESULTING FROM LIGHT DUTY</td>
<td>8</td>
<td>0.04%</td>
</tr>
<tr>
<td><strong>GRAND TOTAL FOR COMP TIME</strong></td>
<td><strong>20,853.50</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 15, 2018

Question: Police Personnel Reductions

Police Commander: This police commander position currently is vacant. Previously it was assigned to the Juvenile Detective Bureau. To replace the commander a sergeant was moved into the supervisory slot, thereby creating a shortage of supervisors for the Problem-Solving Team. That shortage will need to be addressed in the relatively near future. The need for additional supervision in the Juvenile Bureau is based in part on the criminalization of releasing juvenile files, a change in the law that becomes effective January 1, 2019. It is anticipated that the Hillard and Heintze report will have some impact on police staffing of supervisors, an issue the department attempted to work around by assigning a sergeant to the Juvenile Bureau.

Police Video Records Clerk: This position was budgeted in 2018 in anticipation of an increased volume of requests for body-worn camera footage. At this point in time the department is managing the current volume of requests. However, it is anticipated that, as volume grows, the new chief of police may be forced to ask for a reinstatement of this position based upon the ever-growing demand for police videos as well as the expansion of the Department’s body-worn camera program to include Detectives and School Resource Officers.

Police Officers (5): Currently these five positions are vacant, having been left vacant in anticipation of this budget crisis. Already their absence has had an impact on the organization. The five officers would have been assigned to Patrol, which impacts on the available staffing. Minimum shift staffing has been reduced to 10 in an effort to evade overtime. Hire-back is required for a number greater than 10. Please note that during the past several weeks overtime has been used to maintain a high-visibility patrol in response to the shootings on the south end of Evanston and probable retaliation on the west side,. This is an anticipated consequence of the reduction of the five positions. The cost to provide the extra coverage for the week after the incident amounted to over $7000.00.

Richard Eddington
Chief of Police
To: Honorable Mayor Hagerty and Members of the City Council

From: Lawrence Hemingway, Director of Parks, Recreation and Community Services

Subject: 2019 Proposed Budget

Date: October 19, 2019

**Question:** Community Center budgets

**Response:** Please see below the 2018 Adopted Budget amounts for community center facilities.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Revenues</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Crown</td>
<td>$501,500</td>
<td>$925,068</td>
</tr>
<tr>
<td>Robert Crown Ice</td>
<td>$1,149,750</td>
<td>$1,207,028</td>
</tr>
<tr>
<td>Chandler</td>
<td>$700,500</td>
<td>$722,871</td>
</tr>
<tr>
<td>Fleetwood</td>
<td>$299,500</td>
<td>$910,042</td>
</tr>
<tr>
<td>Levy</td>
<td>$738,000</td>
<td>$1,536,012</td>
</tr>
<tr>
<td>Gibbs Morrison</td>
<td>$55,000</td>
<td>$221,189</td>
</tr>
<tr>
<td>Ecology/Ecoquest</td>
<td>$550,000</td>
<td>$525,656</td>
</tr>
<tr>
<td>Noyes</td>
<td>$372,917</td>
<td>$219,630</td>
</tr>
</tbody>
</table>
To: Honorable Mayor Hagerty and Members of the City Council  
From: Lawrence C. Hemingway, Director Parks, Recreation and Community Services  
Subject: Budget Memo  
Date: October 17, 2018  

**Question:** Please provide a financial breakdown of 2018 Fleetwood-Jourdain Theatre program.

**Response:** The program costs are broken down as below.

<table>
<thead>
<tr>
<th>Program</th>
<th>Actors</th>
<th>Stage Manager</th>
<th>Lighting Designer</th>
<th>Tech Director</th>
<th>Costume Designer</th>
<th>Scenic Painter</th>
<th>House Manager</th>
<th>Property Master/Dramaturg</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>From the Mississippi Delta</strong></td>
<td>$1,385</td>
<td>$1,040</td>
<td>$500</td>
<td>$400</td>
<td>$400</td>
<td>$400</td>
<td>$230</td>
<td>$366</td>
<td>$4,721</td>
</tr>
<tr>
<td><strong>Topdog/Underdog</strong></td>
<td>$800</td>
<td>$1,040</td>
<td>$500</td>
<td>$400</td>
<td>$400</td>
<td>$400</td>
<td></td>
<td>$366</td>
<td>$4,366</td>
</tr>
<tr>
<td><strong>Crowns (The Musical)</strong></td>
<td>$5,121</td>
<td>$2,000</td>
<td>$1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Crows (The Musical)**  
Actors - $5,121  
Musical Director - $2,000  
Musicians - $1,000  
Stage Manager - $1,040
Lighting Designer - $500  
Tech Director - $400  
Costume Designer - $400  
Scenic Painter - $400  
House Manager - $230  
Property Master/Dramaturg - $366  
**Total** - $11,457

**Three (3) Concerts** (Blues/R&B/Jazz)  
Musicians - $2,600  
Stage Manager - $120  
House Manager - $60  
**Total** - $2,780

**All supplies/props/other costs**  
Set building supplies (3 shows/3 concerts) - $5,157  
Props (3 plays) - $525  
Costumes (3 plays) - $1,518  
Costume maintenance (3 plays) - $384  
General Supplies - $94  
Dressing Room Supplies - $156  
Archival Video (3 plays) - $600  
Photography (3 plays/3 concerts) - $400  
Gala DJ - $400  
Food (including Gala) - $1,180  
Rentals of equipment (including sound and musical instruments) - $5,157  
Portable A/C units for theatre - $1,077  
Fans for theatre - $145  
Printing for all plays/concerts - $900  
Advertising - $1,079  
**Total** - $18,472

**Staff Salaries**  
FT Personnel - $63,872  
Health Insurance - $21,315  
Life Insurance - $81  
IMRF - $6,017  
Social Security - $3,961  
Medicare - $927  
**Total** - $96,173

**Seasonal Staff**  
Program Assistant - $2,714  
**Total** - $2,714  
Total Revenue - $28,418  
Total Expenses - $140,683
To: Honorable Mayor Hagerty and Members of the City Council

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

Subject: Budget Memo

Date: October 17, 2018

Question: Please send the event/rental calendars for GM since January.

What leagues other than FAAM and Junior Wildkits use Fleetwood and what fees do we collect from each program?

What is the rental rate and time remaining on the first slice agreement?

What do we charge personal trainers that train clients at Fleetwood? If the agreement the client pays for membership how do we monitor this? Is there a drop in rate?

What is the hourly rental rate for all park facilities and do we charge an additional rate when events are held after regular center hours?

Which offerings in our program book operate at a loss?

Response:

Gibbs Morrison Event/Rental Calendar
Please see attachment

Leagues at Fleetwood

- Jr. Wildkits uses Foster Field in the Fall and we collect a fee of $10/player, usually about $500
- EBSA also uses Foster Field in the Spring & Summer for baseball games and we collect a fee of $10/player, which was $16,300 for their use of all city baseball fields
- Third Coast Flag Football uses Foster Field in Fall and we collect a fee of $75/day or $525 for the season
- AYSO uses Foster Field in both Spring & Fall and we collect a fee of $10/player, which was $26,330 for their use of all soccer fields for both seasons
• Team Evanston Soccer uses Foster Field for practices at times and PRCS collects an overall field fee of $8,000 per year for their use of all the city’s soccer fields
• Indoor-private rentals/long term—tHoopsSync Basketball Meets Spring/Summer (AfterFAAM Ends) Mon/Wed/Thurs $1,680 per year.

**First Slice Lease**
First Slice pays $798 per month for space rental. The agreement term is September 1, 2015 to August 31, 2020, with an option to renew for another five years.

**Personal Trainers at Fleetwood**
All residents being trained have to purchase a yearly membership, and the trainer runs rec programming in lieu of payment (i.e. Class offered in conjunction with the Alderman this year).

The drop in rate is $10 per visit.

Membership is monitored by staff regularly by checking the fitness center, and will be better managed when our key fob system is installed which will allow for clients to scan to get in to the fitness center.

**Rental Rates**

**Ecology Center**
- Ecology - Multi-purpose room - $100/hour for residents or $200/hour for non-resident.

**Noyes Cultural Arts Center**
- Noyes - Room 106 - $50/hour residents or $60 for non-resident.
- Levy - Maple $215/hr resident and $430/hr non resident, Linden $70/hr resident and $140/hr non resident, Locust $55/hr resident and $110/hr non resident, Library/Elm/Craft B - $45/hr resident and $90/hr non resident.

**Chandler-Newberger Community Center**
- Chandler - Blue/Orange Rooms - $45/hr resident and $55/hr non resident, full gym $90/hr resident and $110/hr non resident, 1/2 gym $45/hr resident and $55/hr non resident.

**Lakefront**
- Lakefront Picnic Areas - $30 for 2 hours & $50 for 4 hours for resident, $40 for 2 hours & $65 for 4 hours for non-resident.
- Arrington Lagoon Shelter - $30/hour for residents, $50/hour for non-residents (3 hour minimum for both).

**Gibbs-Morrison Cultural Center**
- Gibbs-Morrison Cultural Center - Recording studio $35 per hour residents, $45 per hour non-residents. Minimum reservation is two hours.
• East room $50 per hour resident and $100 per hour non-resident, West Room $40 per hour resident and $80 per hour non-resident, both rooms $90 per hour res and $180 per hour non-resident.

**Robert Crown Ice Rink Rates Sept to May**
• Robert Crown Center Studio rink $160 per hour/prime time and $120 per hour/non-prime time Main Rink $330 per hour/prime time and $285 per hour/non-prime
• Prime time is from 3 p.m. to 10 p.m. Monday thru Friday and 6 a.m. to 10 p.m. Saturday and Sunday  Non prime time is all other hours

**Robert Crown Ice Rink Rates June to August**
• Studio rink $120 all hours and Main Rink $250 all hours

**Robert Crown Community Center**
• Gymnasium for sports $90 per hour for resident and $110 per hour for non-resident.
• Parties $140 per hour resident and $160 per hour for non-residents. Room A/B $70 per hour and $90 non-residents.
• Dance Room $60 per hour for residents and $80 per hour for non-residents.
• Room C $40 per hour for residents and $60 per hour for non-residents. Room E $60 per hour for residents and $80 per hour for non-residents.

**Fleetwood Jourdain Community Center**
• Fleetwood-Jourdain Center Auditorium $100 per hour res and $120 per hour non-resident Gymnasium for sports $75 per hour/res and $100 per hour/non-resident Parties $140 per hour res and $160 per non-residents.
• Dance Room $75 per hour for resident and $90 per hour non-resident.
• Arts and Crafts Room $50 per hour for resident and $75 per hour non-resident.
• Kitchen $35 per hour for both res and non-resident.

**Park Rental**
• Park Rental- $40 (30 people or fewer) $50 (31 to 99 people) $105 (100 to 249 people) $125 (250 or more). All rentals are four hour periods.

**Programs Operating at Loss**
The Parks Recreation and Community Services Department is a service delivery department via our mission which is to enhance the quality of life of all citizens by providing collaborative opportunities for our community to grow, learn, create and play. The department’s offerings in our program book supports this endeavor through the variety of programs that are offered. Currently, the department tracks all revenues in our RecTrac system which directly correlates to the programs offered in our program brochures. However, our expenses are tracked in the City’s overall system, NewWorld. The expenses are aligned by business units which are closely tied to the facilities we operate, not programs offered. Because of this, I am unable to directly give you a program by program breakdown of which programs are profitable. The department will
begin working toward a program by program expenses breakout moving forward beginning January of 2019.

A more general perspective to consider is our current budget of approximately $12 million dollars is funded by approximately $6 million dollars from the City’s general fund and approximately $6 million dollars of revenue generated by program fees, facility rentals and other funding. The fact that we generate 50% of our budget puts the department above the upper quartile of similar departments based on national professional standards.
To: Honorable Mayor Hagerty and Members of the City Council

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

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: To provide a cost for installing a boat ramp at Lighthouse Beach.

Response: Operating a non-motorized watercraft facility at Lighthouse Beach would not require the installation of a ramp for launching. Non-motorized watercraft would be able to launch directly from the sand. If the set up was operated similar to the Dempster Street Launch Facility, there would just be expenses to purchase storage racks for the site, dollies to transports the boats and staffing. The cost for racks would depend on the type of rack (paddleboard, kayak or sailboat) placed at the site. For example, a storage rack for kayaks is approximately $3,000 each and it would hold six boats.

The site could also be operated as just a launch facility without racks, where individuals transport their watercraft to and from the site. This is currently an option at the Dempster St. Launch Facility and the cost for a pass is $180/resident and $230/nonresident in 2018. Cost for staffing the site would be a minimum of $10,000, based on providing staffing during the beach season.

In regards to this proposed suggestion, the Parks, Recreation and Community Services Department staff feels that by adding a boat launch component to the Lighthouse swimming beach could potentially create the following safety concerns and other operational challenges:

- In order to accommodate the preferred launch location for watercraft at the site, the swimming area would need to be relocated closer to the south break wall, which presents unsafe swimming conditions, especially on wavy days with winds out of the northeast. This would be the same scenario for watercraft, having them launch and return to the south end of the beach could result in them being trapped against the break wall.
- Having watercraft in close proximity to the swimming could result in having crafts entering the swimming area, should a boater lose control of their craft.
- Watercraft within the same zone will be a distraction to lifeguard staff.
• Rescue operations for watercraft is located at the Dempster St. Beach Office and will require a longer response time, during operational hours. Note: a majority of the Dempster St. Launch Facility users utilize the area between Northwestern and Dempster for their water activities.

Other operational challenges
• Lighthouse is the busiest swimming beach and has a season attendance of approximately 41,000 visitors yearly and it would be necessary to create a boat drop off zone in the parking lot, which will result in a loss of parking spaces. This will create the need to expand the existing parking lot which is a tremendous capital expense that is currently not budgeted.
• With the current high lake levels, on wavy days, the water can be up to the dune area on the south end of the beach. Having space for storage racks or beachgoers would require grading a portion of the dunes.
• The volleyball area would need to be removed because space will be needed for boats.
• A new pathway to the beach would need to be created in order for individuals to safely transport watercraft to and from the beach. The existing ramp is not big enough to maneuver a watercraft on the ramp.
• A new season token would need to be developed for the Lighthouse boating site only.

Department staff will be available at the budget meetings to answer any questions on this response.
To: Honorable Mayor Hagerty and Members of the City Council

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

Subject: 2019 Proposed Budget

Date: October 19, 2019

**Question:** To provide information on how much could be charged if a parking permit was included with boat rack and launch fees.

**Response:** A parking fee is accounted for in the existing fee for the use of the Dempster lot for season permit holders. Permit holders are provided with a hang tag and instructed they may park in the Dempster lot if spaces are available. The parking lot has a capacity of approximately forty-six vehicles and it also serves as parking for the lakefront staff. On average, there are 300 season permits sold for the Dempster Facility and it would be a challenge to breakout a separate parking fee and limit the number of permits.

As an alternative suggestion, Parks, Recreation and Community Services Department staff would propose increasing the overall season permit fee by ten dollars, instead of charging a specific parking fee. This increase would be in addition to the other proposed budget increases for the Dempster Facility. If this suggestion was accepted, it will generate approximately $3,000 in revenue.
To: Honorable Mayor Hagerty and Members of the City Council

From: Lawrence C. Hemingway, Director Parks, Recreation and Community Services
Karen Hawk, Assistant Director Community Services

Subject: Budget Memo

Date: October 16, 2018

**Question:** Please provide a full accounting of all park festivals, including World Arts and Music Festival.

**Response:** Below is a full accounting of all revenue, expenses and approximate attendance for 2018 PRCS special events. Streets Alive is not included in these events as fiduciary support for the event comes from Citizens for Greener Evanston and the Evanston Environmental Association. City staff provides time and resources but no finances are allocated to Streets Alive.

**World Arts & Music Festival**
Estimated Attendance – 7000-8000
2018 Revenue - $32,841.27 (vendor fees, jurying fees, booth fees, sponsorships)
2018 Expenses - $58,379.53
Expenses include: printing, advertising, flags, sound equipment and techs for main stage, field and main stage entertainers, supplies for five craft tents, t-shirts for volunteers, stage managers, emcee, food vouchers for volunteers, electrical box rentals, radio rentals, Entertainment Coordinator, service sanitation, stage and tent rentals, table and chair rentals and vendor payments.

**Starlight Concerts and Movies – (10 concerts and 7 movies)**
Estimated Attendance – 3500
2018 Revenue - $1,750.00 (sponsorship)
2018 Expenses - $22,390.00
Expenses include: printing of fliers and pocket calendars, pump and repairs to screen for movies, performers, movie licensing, sound tech and equipment for concerts, Entertainment Coordinator and service sanitation.

**Marshmallow Drop**
Estimated Attendance – 2000-2500
2018 Revenue - $0
2018 Expenses - $4,543.00
Expenses include: Helicopter rental, DJ, marshmallows, cornstarch, prizes, backpacks, candy, nylon rope for blocking off course and composting of marshmallows.

**Community Picnic**
Estimated Attendance – 800
2018 Revenues - $1,725.00 (sponsorships)
2018 Expenses - $15,689.38
Expenses include: Tent rentals, performers, concert, sound tech and equipment for concert, Entertainment Coordinator, emcee, food, serving supplies, craft tent supplies, inflatables, signs, vendors, service sanitation and table and chair rental.

**Zombie Scramble**
Projected Attendance – 740
2018 Revenues - $11,500.00 (participant registration fees and sponsorship)
2018 Estimated Expenses - $8,100
Expenses include: all course supplies, start and finish line supplies, food for participants, serving supplies, make-up for zombies, decorations, props, inflatable rentals, generator and lighting rentals, signs and food for volunteers.
To: Honorable Mayor Hagerty and Members of the City Council

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

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: To provide details of Merrick Rose Garden event fees and can these be increased?

Response: The Merrick Rose Garden is located at Lake and Oak Street. It is available for rental 3:00 p.m. to 7 p.m. Monday thru Friday and 9:00 a.m. to 7 p.m. on Saturday and Sunday. Maximum capacity for the space is 100. The current rental fee for the Merrick Rose Garden is $200/resident and $350/non-resident for a three hour period, with a $200 rental deposit. There is also a $40 permit fee option for photos only.

Listed below is reservation information for years 2017 and 2018:

- **2017**
  Five rentals and one for photos only (all residents).
  Permit revenue $1,040

- **2018**
  Eight rentals (6 residents/2 non-residents) and one for photos only (resident).
  Permit revenue $1,950

For comparison, the Chicago Park District rents the Grant Park, North Rose Garden for approximately $250 per hour and Glencoe Park District charges $50 to $150, depending on the size of the group, resident or non-resident status and location. The Hedge Garden at Morton Arboretum is also rented in the evening hours, starting at $1,500.

Staff would recommend increasing the rental rate to $250 for residents/$400 for non-residents and $50 for photos. Based on revenue collected from prior years, this increase would potentially generate an additional $310.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: David D Stoneback, Public Works Agency Director
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question: Detail the cost associated with maintaining the Merrick Rose Garden.

Response:

Currently there are approximately 1,500 rose bushes in the garden. An employee from the Greenways division spends approximately 30 hours per week maintaining the roses, pathways and fountain and weeding of the site. This work is performed from mid-March to late November. The cost to perform this work is $1,990.14 per week. Assuming the work is performed 33 weeks, the annual cost to perform the maintenance at the rose garden is $65,675.

Staff has considered alternative ways to reduce the cost of maintaining this garden.

- Purchasing self-cleaning roses as rose bushes are replaced. Self-cleaning roses refers to varieties of rose bushes that require no deadheading or pruning to clean up the old blooms and get them to bloom again.
- Slowly reduce the number of rose bushes in the garden by not replacing all of the rose bushes as they die.
- Replace some of the rose bushes with hedges to minimize the overall number of rose bushes.

Staff contacted a local landscaping company to determine the cost of outsourcing the maintenance of the rose garden. The response indicated that they would charge $2.00 per rose bush per week. Based on 1,500 rose bushes and the 33 weeks of work, the cost is $99,000. In addition, there would be a $5,000 maintenance fee to perform the weekly landscape maintenance. This would include 33 weekly visits and include spring and fall cleanup work, weekly mowing, groundcover pruning, lawn fertilizing and weed control applications, weed control in the rose beds, once a week gravel raking, and landscape debris removal/disposal off site.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: David D Stoneback, Public Works Agency Director

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: Please detail the cost associated with special pick up service and a recommendation for fee adjustment to generate revenue to pay for the service.

Response:

Special pickups are defined as refuse (all discarded, unwanted, or rejected materials, not including yard waste or recyclable materials) exceeding the capacity of the garbage cart plus an additional item or bag that is equal to, or less than one cubic yard in size. Property owners are encouraged to contact 311 to schedule a special pick up, but many property owners fail to do this. So far in 2018 51% of the special pickups were scheduled, 36% were tagged and then picked up and 13% were considered “fly dumping”. If a special pick up is not scheduled, the debris sits in the alley until either another property owner advises the City of the issue, or the City employee collecting recycling observes the refuse.

If the special pick up is not requested by the property owner, the City Code (8-4-9-1) requires that the property owner be provided a notice that a special pick up is needed and that the property owner has 48 hours to contact the City before the special pick up is performed and the property owner charged for the service.

The special pickup service was last reviewed in 2016, and following that discussion Ordinance 37-O-16 was passed. This ordinance increased the special pickup fee from $10 to $60 for the first three cubic yards of debris and from $10 for each additional three cubic yards to $10 for each additional cubic yard of debris effective June 1, 2016.

Below is a summary of special pickups for 2016 and 2017

<table>
<thead>
<tr>
<th>Year</th>
<th># of Special Pickups</th>
<th>Revenue Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>1,979</td>
<td>$124,944</td>
</tr>
<tr>
<td>2017</td>
<td>1,596</td>
<td>$123,725</td>
</tr>
<tr>
<td>2018</td>
<td>753 *</td>
<td>$54,855 *</td>
</tr>
</tbody>
</table>

*Through July 31, 2018
It should be noted that the number of special pickups that are claimed to be a result of “fly dumping” has been increasing as shown in the table below.

<table>
<thead>
<tr>
<th>Year</th>
<th># of Fly Dumps</th>
<th>Lost Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>359</td>
<td>$14,580</td>
</tr>
<tr>
<td>2017</td>
<td>377</td>
<td>$19,365</td>
</tr>
<tr>
<td>2018</td>
<td>205 *</td>
<td>$ 9,580 *</td>
</tr>
</tbody>
</table>

*Through July 31, 2018

Staff calculates the cost of providing the special pick up service is approximately $265,000 per year. In order to generate that much revenue, the fee for the first three cubic yards of debris would have to be raised from $60 to $100 and the cost for each additional cubic yard of debris would have to be raised from $10 to $25. The table below indicates the revenue from the existing fee and from the proposed fee based on the number of special pickups performed in 2017.

<table>
<thead>
<tr>
<th>Size of Debris Collected</th>
<th>Number of Pickups</th>
<th>Existing Fee Rate</th>
<th>Revenue Collected (2017)</th>
<th>Proposed Fee Rate</th>
<th>Proposed Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 CY (minimum)</td>
<td>1,065</td>
<td>$60</td>
<td>$63,900</td>
<td>$100</td>
<td>$106,500</td>
</tr>
<tr>
<td>4 to 15 CY</td>
<td>492</td>
<td>$70 - $180</td>
<td>$48,515</td>
<td>$125 - $400</td>
<td>$112,000</td>
</tr>
<tr>
<td>16 to 32 CY</td>
<td>39</td>
<td>$190 - $350</td>
<td>$11,310</td>
<td>$425 - $825</td>
<td>$27,550</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1,596</strong></td>
<td></td>
<td><strong>$123,725</strong></td>
<td></td>
<td><strong>$246,050</strong></td>
</tr>
</tbody>
</table>

Since this service is provided to a small percentage of the property owners, and the city provides a free bulk pick up service twice a year, staff recommends that the service charge for a special pick up be increased.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: David D Stoneback, Public Works Agency Director
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question: Please detail the cost associated with the twice annual bulk pickups.

Response: This program does not generate any revenue, but benefits the residents of Evanston by offering free removal of up to six cubic yards of bulk garbage twice per year, in the spring and fall. The bulk pick up collection is completed on Fridays and takes four Fridays to complete each season. The spring bulk pick up starts in mid-April and is completed in mid-May. The fall bulk pick up is generally completed during the four weeks in October.

In order to complete the bulk pick up service, employees from other divisions within the Public Works Agency assist the Sanitation division with this work.

Bulk trash must meet the following guidelines:

- Items must be less than six cubic yards per household, which is roughly equivalent to a love seat and chair, or one mattress and box spring, or 25 medium garbage bags. Quantities that exceed six cubic yards are tagged for a special pick-up and a fee is assessed.
- Items must be placed on the alley line or in the parkway, whichever is the resident’s regular refuse collection area, in an orderly fashion. Items must be bagged, contained or bundled. No loose garbage is allowed. City crews will not remove items from private property.
- Absolutely no construction materials, electronics, tires, appliances or hazardous materials will be collected. Hazardous materials include batteries, gas, oil, asbestos, pesticides, medical wastes and paint.
- Glass should be broken up, placed into boxes and labeled as glass.
- Crews will only remove bulk items; no garbage carts will be emptied.
The table below indicates that the cost to perform the bulk pick up service has increased over the years.

<table>
<thead>
<tr>
<th>Event</th>
<th>Cost</th>
<th>Tons Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring 2013</td>
<td>$19,127</td>
<td>116.2</td>
</tr>
<tr>
<td>Fall 2013</td>
<td>$18,795</td>
<td>119.2</td>
</tr>
<tr>
<td>Spring 2014</td>
<td>$20,864</td>
<td>132.2</td>
</tr>
<tr>
<td>Fall 2014</td>
<td>$19,705</td>
<td>132.1</td>
</tr>
<tr>
<td>Spring 2015</td>
<td>$27,076</td>
<td>185.4</td>
</tr>
<tr>
<td>Fall 2015</td>
<td>$22,925</td>
<td>159.6</td>
</tr>
<tr>
<td>Spring 2016</td>
<td>$24,391</td>
<td>185.6</td>
</tr>
<tr>
<td>Fall 2016</td>
<td>$24,666</td>
<td>169.1</td>
</tr>
<tr>
<td>Spring 2017</td>
<td>$33,477</td>
<td>236.2</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>$30,614</td>
<td>191.9</td>
</tr>
<tr>
<td>Spring 2018</td>
<td>$30,929</td>
<td>248.0</td>
</tr>
</tbody>
</table>

Staff does not recommend eliminating this service. If the service is eliminated, the number of special pickups and fly dumping is anticipated to increase. This may overload staff’s ability to collect the special pickups in a timely fashion, resulting in refuse being left in the alleys longer than anyone would desire.
To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2018

Question:
Demographics of all PWA staff including race, gender, residence, and time of service.

Response:
Demographics of all 148 full-time PWA employees (as of 10/11/18):

Gender
138 Male (93.2%)
10 Female (6.8%)

Race
79 White (53.3%)
38 Black (25.6%)
21 Hispanic (14.1%)
8 Asian (5.4%)
2 Two+ Races (1%)

Residence
36 Evanston (24.3%)
25 Chicago (16.9%)
18 Skokie (12.1%)
69 Other (46.6%)

Years of Service
18 30+ years (12.1%)
29 20-29 years (19.6%)
52 10-19 years (35%)
49 0-9 years (33%)
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: PWII - Streets Division - how were employees determine for elimination and are there other areas for staff to be reassigned doing similar work in the department?

Response: The Public Works Agency was directed by the City Manager’s office to recommend positions to eliminate from the general fund for FY2019 as a budget reduction measure. Following last year’s reorganization of the Agency and elimination of a bureau chief, an administrative lead, a Greenways worker and a Street worker in FY2018; the elimination of additional employees in FY2019 is a challenging task.

Any further reduction of staff would result in decreased levels of service. In order to better define what service level was reduced a decision was made to eliminate positions from the same division. All divisions have more work than they can complete. However, the one area where preventative maintenance has increased over the past several years is on street maintenance. In addition to street resurfacing, $600,000 has been allocated for street patching over the past three years, crack sealing of the street pavement has been consistently performed over the past 5 years, and this year, a program to rejuvenate street pavement, to extend the pavement life was completed. Therefore the decision was made to eliminate the Public Works Maintenance Worker II positions in the Streets Division.

Reassigning employees to a different area would not produce the budget reduction requested by the City Manager’s office. In accordance with the agreement between the City and AFSCME, the employees in this position may displace a less senior employee in their own job classification or within the Job Families as indicated in the agreement.
To: Honorable Mayor Hagerty and Members of the City Council
From: David D Stoneback, Public Works Agency Director
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question: Please examine the current service level for issuing Tree Preservation Permits.

Response: Evanston has a thorough tree preservation permit process to protect public trees. For any work that has the potential to harm a public tree, a tree preservation permit is required. The cost of this permit is $50.

On average, an employee spends 20 minutes reviewing a tree permit request. The cost of this 20 minute review is $22.31.

Below is a table that indicates what other communities charge for a tree permit review.

<table>
<thead>
<tr>
<th>Community</th>
<th>Tree Permit Review Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston</td>
<td>$50</td>
</tr>
<tr>
<td>Highland Park</td>
<td>$400 per tree</td>
</tr>
<tr>
<td>Lake Forest</td>
<td>$40</td>
</tr>
<tr>
<td>Northbrook</td>
<td>$100</td>
</tr>
<tr>
<td>Oak Park</td>
<td>N/A</td>
</tr>
<tr>
<td>Skokie</td>
<td>N/A</td>
</tr>
<tr>
<td>Wilmette</td>
<td>$29</td>
</tr>
<tr>
<td>Winnetka</td>
<td>$60</td>
</tr>
</tbody>
</table>

If a tree is damaged or removed, Evanston has fees associated with either repairing or replacing the tree. These fees are based on both the size and species of the damaged tree and are specified in the Ordinance (7-8-8).
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 19, 2019

Question: What would a tiered water rate model look like with heavy consumers paying more?

Response:

Staff has not previously looked into this option, commonly known as an “inclining rate block” in depth because this type of rate is generally used as a conservation rate structure in areas like California and Georgia where there are water shortages. One methodology to create an inclining rate block fee structure is to create a minimum of three rates.

Tier 1 would be the base rate and would be the rate charged for water usage up to 125% of the average winter use.

The Tier 2 rate would be a minimum of 25% higher than the Tier 1 rate. The volume of water usage in this tier would be upper end of the first tier and the lower end of the third tier.

The Tier 3 rate would be a minimum of 200% of the Tier 1 rate. This targets the highest 5-10% of the customers who typically use 10-20% of the total volume of water used.

This type of rate structure bears some risk because it can generate less revenue than expected. Because the Tier 3 rate is so high, larger water users implement water conservation measures and decrease their water usage to get into the Tier 2 rate. If they are successful, the City would not realize the revenue they anticipated and have a budget shortfall.

Staff has not been able to gather the information needed to provide further information on this request to date. We will continue to pursue this and provide a proposed rate structure at a later date.
**Memorandum**

To: Honorable Mayor Hagerty and Members of the City Council  
From: Budget Team  
Subject: 2019 Proposed Budget  
Date: October 16, 2018  

**Question:**  
Impact of 1% increase to the City’s portion of Property Tax  

**Response:**  
The City’s net property tax levy for tax year 2017 was $40,789,188.

Below is the table showing impact of 1% tax increase on homes valued from $100,000 to $1,000,000.

<table>
<thead>
<tr>
<th>Market Value of Property</th>
<th>Assessed Value of Property</th>
<th>Equalized Value of Property</th>
<th>Estimated City Tax</th>
<th>Projected City Tax</th>
<th>Amount of Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000</td>
<td>$10,000</td>
<td>$29,627</td>
<td>$441.44</td>
<td>$445.86</td>
<td>$4.41</td>
</tr>
<tr>
<td>$200,000</td>
<td>$20,000</td>
<td>$59,254</td>
<td>$882.88</td>
<td>$891.71</td>
<td>$8.83</td>
</tr>
<tr>
<td>$400,000</td>
<td>$40,000</td>
<td>$118,508</td>
<td>$1,765.77</td>
<td>$1,783.43</td>
<td>$17.66</td>
</tr>
<tr>
<td>$600,000</td>
<td>$60,000</td>
<td>$177,762</td>
<td>$2,648.65</td>
<td>$2,675.14</td>
<td>$26.49</td>
</tr>
<tr>
<td>$800,000</td>
<td>$80,000</td>
<td>$237,016</td>
<td>$3,531.54</td>
<td>$3,566.85</td>
<td>$35.32</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$100,000</td>
<td>$296,270</td>
<td>$4,414.42</td>
<td>$4,458.57</td>
<td>$44.14</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 26, 2018

**Question:**
What union contracts have step increases? What are insurance payment rates for union workers?

**Response:**

**Step Increases**
All four union contracts have step increases built into their respective salary/grade schedules.

AFSCME grades for field staff have 9 steps. New field staff employees who start at the first step (A1) will move through all the steps on an annual basis and max out at the last step (G) by their 8th anniversary with the City. AFSCME grades for office staff have 8 steps, so employees will max out at their 7th anniversary.

IAFF grades have 7 steps. New firefighters will move through the steps on an annual basis and max out at the last step (G) by their 6th anniversary. Captains and Shift Chiefs also have 7 steps in their respective grades; upon promotion, employees move into the D step of their promoted grade.

FOP Patrol grades have 9 steps. New FOP Patrol employees have a 24-month probationary period. New employees who start at the first step (A1) will move through all the steps on an annual basis after probation and max out at the last step (G) by their 10th anniversary.

The FOP Sergeant grade has 6 grades. New Sergeants will start at the first step (A) and will move through the steps on an annual basis and max out at the last step (F) by their 5th anniversary as a Sergeant.
**Insurance Rates**
The current union contracts have the following insurance rate structures for HMO and PPO plans, where employees pay the below percentages based on their coverage tier:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>HMO Percentage</th>
<th>PPO Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>10% of what the City pays for single coverage</td>
<td>12% of what the City pays for single coverage</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>9% of what the City pays for family coverage</td>
<td>10% of what the City pays for family coverage</td>
</tr>
<tr>
<td>Employee + 1/2 Children</td>
<td>8% of what the City pays for family coverage</td>
<td>13% of what the City pays for family coverage</td>
</tr>
<tr>
<td>Family</td>
<td>10% of what the City pays for family coverage</td>
<td>15% of what the City pays for family coverage</td>
</tr>
</tbody>
</table>

Currently, non-union employees and union employees pay the same percentages. Planned for 2019 is an increase for non-union employee percentages as follows:

**HMO**
- **Single**: 12% of what the City pays for single coverage
- **Employee + 1**: 10% of what the City pays for family coverage
- **Family**: 12% of what the City pays for family coverage

**PPO**
- **Single**: 15% of what the City pays for single coverage
- **Employee + 1**: 13% of what the City pays for family coverage
- **Family**: 15% of what the City pays for family coverage
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: Consideration of Third Party Administration of Crossing Guard Program

Date: July 30, 2018

Question: What is the budget impact for having a third party administer the Crossing Guard Program?

Response: The estimated net savings to the budget, if the City were to have a third party administer the Crossing Guard Program, is approximately $200,000 in 2019.

The City of Evanston has provided crossing guard services to Evanston’s schools for at least 37 years. Previously administered by the Police Department followed by the Public Works Department, it is currently managed by the Parking Division and funded out of the General Fund.

Crossing guards are provided at 52 locations covering Evanston School District 65, Evanston Township High School, Charvialle Montesorri, and 2 Parochial Schools. Specifically, there are up to 59 part-time staff, 57 of which are assigned to the 52 crossing locations leaving 2 staff as substitutes. The current rate of pay is $20.00 per hour with a guarantee of 1 hour per shift (morning, afternoon) throughout the entire school year which is approximately $7,300 per year per staff member. The program is overseen by the Parking Manager, with the daily operational oversight conducted by the Parking Operations Coordinator. The Human Resources Division provides administrative support related to hiring, advertising and processing of candidates. In addition, Parking Enforcement Officers provide substitution for crossing guard absences when needed.

Currently the budget to maintain 59 crossing guards is $438,509 for seasonal pay and $1,333 for equipment. This basic cost does not include other costs incurred to support the program. Administrative expenses provided by the Parking Coordinator and staff of 10 hours per week for 44 weeks (440 hours or approximately $20,000 annually). The annual administrative cost provided by the Human Resources Department is equal to one hour per week for 52 weeks (52 hours of approximately $3,120). The staff time spent on administration is compounded when there is turnover among the part-time staff. For instance, in 2016 the turnover was twelve crossing guards and nineteen in 2017.
Turnovers and daily sick calls create gaps in crossing guard coverage that require other City staff to fill. In this case, substitutions are provided by Parking Enforcement Officers (PEOs). For 2017, PEOs provided crossing guard coverage for at least 686 hours. At an average fully loaded hourly salary rate of $44/hour, utilizing PEOs adds $16,464 to the cost of the crossing guard program. However, for the PEOs to provide substitute crossing guard services, the PEOs are unable to enforce parking throughout the city.

Based on parking data from 1/1/2017 through 12/31/2017 Parking Enforcement Officers issued approximately 9.58 tickets per hour with an average fine of $31.00 per citation. Based on a collection rate of 84%; the per-hour revenue generated by a PEO would be approximately $249.00. Revenue loss for hours of substitution would be approximately $170,814.00.

### 2017 cost to fund and support the School Crossing Guard Program

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crossing Guard Budget</td>
<td>$438,509</td>
</tr>
<tr>
<td>Equipment Budget</td>
<td>$1,333</td>
</tr>
<tr>
<td>Parking Staff (Admin)</td>
<td>$19,000</td>
</tr>
<tr>
<td>Human Resources</td>
<td>$7,000</td>
</tr>
<tr>
<td>Parking Enforcement</td>
<td>$17,000</td>
</tr>
<tr>
<td>Revenue Loss (Citations)</td>
<td>$171,000</td>
</tr>
</tbody>
</table>

| 2017 Revenue Loss (Worker’s Comp) | $119,000* |

Total costs: $653,842 / $772,842*

Another cost of the program that is not included in the budget is the cost of worker’s compensation. Last year, when a PEO was covering for a crossing guard who called in sick, he was struck by a vehicle causing injury to his foot. He was off work for several months and thus the parking enforcement team was short 1 member for the duration of his recovery, resulting in lost parking revenue and additional worker’s compensation costs that the City would not be responsible for if a third party provided the service. Another cost to the City is unemployment costs. When the Crossing Guards are not working over the summer they are eligible for unemployment, which increases our insurance premiums.

Over the last ten years many communities in the surrounding area have chosen to outsource this service to improve reliability, reduce liability and reduce expenses. These communities include: Glenview, Glencoe, Schaumburg, Westmont, Oak Park, River Forest, Dekalb, Oak Lawn, Barrington, Carol Stream, Bolingbrook, Addison, Cary, Hinsdale, Crystal Lake, Hanover Park, Lombard, Mt. Prospect, and Wheeling.

**RECOMMENDATION**

When this idea was presented to the City Council over the summer it was met with interest. Based on this interest, staff released an RFP to see what costs would be if contracted. The responses to the RFP will be reviewed by staff in the coming weeks and then the information will be brought to the council for consideration. The RFP required that all existing staff be hired by the new company and that all locations remain...
the same so that the experience will be seamless. If approved, a transition to the new company would take place during winter break.

Staff recommends that the City continue to explore the option of outsourcing the crossing guard program for not only the financial reasons but also for the benefit of the crossing guards. The service providers that offer this often have many other additional special events and other work that the staff would have access to if they wished to pick up extra hours. It is difficult to fill our crossing guard positions because the labor market is extremely competitive right now. Offering the flexibility of additional work hours to supplement income that would be at the discretion of the employee is an attractive option. The providers also have a greater pool of staff to utilize to cover missed shifts.

The option of using police officers to cover shifts that are missed when guards call in sick has been discussed by the council. This model is problematic, as when an officer receives an emergency call that they have to respond to, they would have to abandon their post. Leaving a street crossing unguarded is not in line with the community standard that residents have come to expect. Currently, if there is a late guard, the City receives a plethora of complaints. Having this happen with regularity if police officers were used would likely result in many more complaints.

The consistency, cost reduction and increased revenue that would be achieved by using a service provider makes it an attractive option.
To: Honorable Mayor Hagerty and Members of the City Council

From: Johanna Leonard, Community Development Director
Sarah Flax, Housing and Grants Administrator
Jim Hurley, Management Analyst

Subject: Mental Health Board Funding

Date: October 24, 2018

Question:
What were the Mental Health Board grant funding levels for the last 5 years?

Response:
Mental Health Board (MHB) funding for the last five years is below:

- 2014: $727,755
- 2015: $767,055
- 2016: $767,055
- 2017: $767,055
- 2018: $736,373

In 2014, funding awarded by the MHB was a combination of City general fund revenue in the amount of $590,015 and Evanston Township revenue in the amount of $137,740. In 2015, the City absorbed the functions of the Township and created the Human Services Fund for all MHB funding. The MHB allocated grants from the Human Services Fund to 15 agencies for a totaling of $767,055. Funding allocations remained unchanged until 2018 due to a 4% reduction in the City Annual Budget. The attached spreadsheet provides MHB grants by agency from 2014 – 2018.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Center for Independent Futures</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>7,500.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Child Care Center of Evanston</td>
<td>20,499.80</td>
<td>22,000.00</td>
<td>19,600.00</td>
<td>28,500.00</td>
<td>28,500.00</td>
</tr>
<tr>
<td>Childcare Network of Evanston</td>
<td>128,503.60</td>
<td>133,750.00</td>
<td>123,755.00</td>
<td>100,000.00</td>
<td>81,663.00</td>
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<td>Connections for the Homeless</td>
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<td>29,700.00</td>
<td>29,700.00</td>
<td>45,000.00</td>
<td>55,000.00</td>
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<tr>
<td>Family Focus</td>
<td>36,038.60</td>
<td>36,100.00</td>
<td>29,895.00</td>
<td>35,000.00</td>
<td>33,600.00</td>
</tr>
<tr>
<td>Housing Options for the Mentally Ill</td>
<td>58,836.80</td>
<td>58,900.00</td>
<td>58,900.00</td>
<td>60,000.00</td>
<td>57,600.00</td>
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<tr>
<td>Infant Welfare Society</td>
<td>80,773.50</td>
<td>74,500.00</td>
<td>74,500.00</td>
<td>65,000.00</td>
<td>62,400.00</td>
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<td>Legal Assistance Foundation (LAF)</td>
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<td>14,900.00</td>
<td>11,900.00</td>
<td>8,500.00</td>
<td>-</td>
</tr>
<tr>
<td>Meals at Home</td>
<td>-</td>
<td>8,000.00</td>
<td>7,850.00</td>
<td>8,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Metropolitan Family Services</td>
<td>63,291.80</td>
<td>63,300.00</td>
<td>63,300.00</td>
<td>70,000.00</td>
<td>67,200.00</td>
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<tr>
<td>North Shore Senior Center</td>
<td>38,836.80</td>
<td>40,000.00</td>
<td>27,000.00</td>
<td>30,000.00</td>
<td>38,800.00</td>
</tr>
<tr>
<td>Northwest Center Against Sexual Assault</td>
<td>13,836.80</td>
<td>15,000.00</td>
<td>16,500.00</td>
<td>18,000.00</td>
<td>18,000.00</td>
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<tr>
<td>PEER Services</td>
<td>95,586.20</td>
<td>99,900.00</td>
<td>101,000.00</td>
<td>98,000.00</td>
<td>88,200.00</td>
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<tr>
<td>Reba Early Learning Center</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>7,500.00</td>
<td>-</td>
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<tr>
<td>Shore Community Services</td>
<td>31,510.60</td>
<td>36,850.00</td>
<td>39,000.00</td>
<td>37,000.00</td>
<td>37,000.00</td>
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<tr>
<td>The James B. Moran Center</td>
<td>38,836.80</td>
<td>41,500.00</td>
<td>41,500.00</td>
<td>41,000.00</td>
<td>39,360.00</td>
</tr>
<tr>
<td>Trilogy, Inc.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>30,000.00</td>
<td>28,800.00</td>
</tr>
<tr>
<td>Turning Point</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Youth &amp; Opportunity United (YOU)</td>
<td>76,125.00</td>
<td>92,655.00</td>
<td>92,655.00</td>
<td>78,055.00</td>
<td>70,250.00</td>
</tr>
<tr>
<td>Youth Job Center</td>
<td>-</td>
<td>-</td>
<td>15,000.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>YWCA</td>
<td>6,336.80</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>CoE - Summer Youth Employment</td>
<td>-</td>
<td>-</td>
<td>15,000.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$727,755.50</td>
<td>$ 767,055.00</td>
<td>$ 767,055.00</td>
<td>$ 767,055.00</td>
<td>$ 736,373.00</td>
</tr>
</tbody>
</table>
To: Honorable Mayor Hagerty and Members of the City Council

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning & Zoning Administrator
Paul Zalmezak, Economic Development Manager
Jim Hurley, Management Analyst

Subject: Property Tax Generation for New Development

Date: October 26, 2018

**Question:** In which fiscal year(s) can we expect the planned developments at 1500 Sherman, 128-130 Chicago Avenue, and 1727 Oak Avenue to generate additional property tax revenues and roughly how much will the increase be from each one?

**Response:** Construction of the planned developments is scheduled to begin in 2019 and completed in 2020. The City will inspect and issue Full Certificate of Occupancy (FCO) once developments are in compliance with building codes. If construction is completed and FCO is issued on schedule then the planned developments will become completely assessed in 2021. Partial assessments on those properties may occur prior to that time, but this is dependent on the Cook County Assessor’s Office.

In the first year of full occupancy and full assessment, project developers provided the following estimates of generated property tax revenue:

- 1727 Oak Avenue: $1,400,000
- 128-130 Chicago Avenue: Between $87,000 and $124,000
- 1450-1500 Sherman Avenue: $945,000

These are projections of the entire property tax for these properties and not the City portion. It is also noteworthy to point out that the triennial assessment occurs during this most recent construction cycle; this will occur in 2019 and 2022.
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 26, 2018

Question: Please explain the impact of proposed elimination of the City Manager’s Office positions.

Response:

As a part of the FY2019 Proposed Budget, an Accountant, Cultural Arts Coordinator and Administrative Assistant positions are proposed to be eliminated in the City Manager’s Office.

With the elimination of an Accountant, existing staff in the Accounting Division would pick up the additional work of this accountant position. The Finance team may explore the option of hiring a person with accounting experience as a Budget Coordinator (to replace eliminated Budget Manager Position) to assist the Accounting Division.

With the elimination of the Cultural Arts Coordinator, the Assistant City Manager and the Deputy City Manager along with the Arts Council members will continue with the administration of art grants, acquisition of public, the research for identifying new public and private funding sources for art programs.

With the elimination of the Administrative Assistant, the Administrative Lead for the Department will take over that position’s responsibilities. The Administrative Lead originally reported to the Assistant City Manager/CFO, but with that position reclassified to the CFO position, two administrative positions is no longer necessary for the Department.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Kimberly Richardson, Deputy City Manager
Subject: 2019 Proposed Budget
Date: October 26, 2019

Question: Additional information on impact of change to state law on cell phone tickets as it pertains to Administrative Adjudication and fines collected.

Response:
Under current state law, the first-time offense for use of a cell phone while driving counts as a non-moving violation, which allowed the City to issue a $75.00 C-Ticket to violators.

Starting in July 2019, cell phones citations issued to drivers will count as a moving violation and tickets will go through Cook County Circuit Court. The Illinois Municipal Code specifies that administrative adjudication may not adjudicate a violation of the Illinois Vehicle Code if that violation is a moving violation (65 ILCS 5/1-2.1-2).

Impact:
Cell phone tickets are the second most frequent violation heard through administrative adjudication, after parking tickets. The chart below reflects the breakdown of cell phone ticket violation since its implementation in 2014.

<table>
<thead>
<tr>
<th>Year</th>
<th># of Tickets</th>
<th># Adjudicated Cases</th>
<th>Revenue Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>1,975</td>
<td>1,045</td>
<td>$148,125</td>
</tr>
<tr>
<td>2015</td>
<td>1,783</td>
<td>915</td>
<td>$133,725</td>
</tr>
<tr>
<td>2016</td>
<td>1,492</td>
<td>727</td>
<td>$111,900</td>
</tr>
<tr>
<td>2017</td>
<td>1,427</td>
<td>736</td>
<td>$107,025</td>
</tr>
<tr>
<td>2018 (YTD)</td>
<td>1,453</td>
<td>693</td>
<td>$108,975</td>
</tr>
</tbody>
</table>

After the law goes into effect next July, the City will see a significant decrease in revenue from cell phones violations, which will equate to approximately $40,000 in FY 2019, as reflected in the Budget Balancing Worksheet. Staff is currently reviewing
administrative adjudication operations to reduce the expenses of the office by $10,000 as stated on the Budget Balancing Worksheet.

**Collections**
This year, the Finance Division implemented the new cashiering system (OrbiPay) which now provides the City a better data file to send outstanding citations to a collection agency. With the use of a collection agency, the City can utilize the State of Illinois tax intercept program, as known as Illinois Debt Recovery Offset Portal (IDROP). Debt owed to City of Evanston is matched against state refunds and State vendor payments. When a debt is matched to a payment, a letter is mailed to the taxpayer or vendor listing the agency billed, the invoice date, and amount. This letter also identifies the type of debt and the appropriate information needed to resolve the issue. If the debt is not satisfied, the intercepted funds will be applied directly to that liability and the taxpayer or vendor will receive notification.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 26, 2019

**Question:** Please show data of dollar cuts by each department as a percentage of all proposed cuts, cuts as percentage of department budgets, and department cuts as percentage of General Fund budget.

**Response:** Please see table and chart below.

<table>
<thead>
<tr>
<th>Operating General Fund Expenses</th>
<th>FY 2019 Baseline Budget</th>
<th>FY 2019 Budget Balancing Worksheet</th>
<th>Cuts as % of Department Budget</th>
<th>Cuts as % of Total General Fund Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY COUNCIL</td>
<td>542,030</td>
<td>(7,630)</td>
<td>-1.41%</td>
<td>-0.01%</td>
</tr>
<tr>
<td>CITY CLERK</td>
<td>183,082</td>
<td>(8,308)</td>
<td>-4.54%</td>
<td>-0.01%</td>
</tr>
<tr>
<td>CITY MANAGER’S OFFICE</td>
<td>7,755,663</td>
<td>(494,445)</td>
<td>-6.38%</td>
<td>-0.43%</td>
</tr>
<tr>
<td>LAW</td>
<td>706,330</td>
<td>(56,577)</td>
<td>-8.01%</td>
<td>-0.05%</td>
</tr>
<tr>
<td>ADMINISTRATIVE SERVICES</td>
<td>9,405,732</td>
<td>(300,448)</td>
<td>-3.19%</td>
<td>-0.26%</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT</td>
<td>3,577,448</td>
<td>(29,692)</td>
<td>-0.83%</td>
<td>-0.03%</td>
</tr>
<tr>
<td>POLICE</td>
<td>39,633,811</td>
<td>(420,816)</td>
<td>-1.06%</td>
<td>-0.37%</td>
</tr>
<tr>
<td>FIRE MGMT &amp; SUPPORT</td>
<td>25,051,679</td>
<td>(1,346,295)</td>
<td>-5.37%</td>
<td>-1.17%</td>
</tr>
<tr>
<td>HEALTH</td>
<td>3,662,088</td>
<td>(820,775)</td>
<td>-22.41%</td>
<td>-0.71%</td>
</tr>
<tr>
<td>PARKS, REC. AND COMMUNITY SERV.</td>
<td>12,599,896</td>
<td>(544,738)</td>
<td>-4.32%</td>
<td>-0.47%</td>
</tr>
<tr>
<td>PUBLIC WORKS AGENCY</td>
<td>12,078,240</td>
<td>(254,201)</td>
<td>-2.10%</td>
<td>-0.22%</td>
</tr>
</tbody>
</table>

**Total General Fund Expense** 115,195,999 (4,283,924) -3.72%
Cuts as percentage of all cuts
Total Expense Reductions = ($4,283,924)

- Council, $7,630, 0%
- Clerk, $8,308, 0%
- Public Works Agency, $254,201, 6%
- CMO, $494,445, 12%
- Law, $56,577, 1%
- Admin Services, $300,448, 7%
- Community Devt., $29,692, 1%
- Parks, Recreation and Community Services, $544,738, 13%
- Health and Human Services, $820,775, 19%
- Police, $420,816, 10%
- Fire, $1,346,295, 31%
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 26, 2018

**Question:** A memo providing the following information by department: professional memberships/subscriptions and travel expenses.

**Response:** The tables below show 2018 budget, 2018 year-to-date spending, and 2019 baseline budget for membership dues and training and travel by department and fund.

### Training and Travel

<table>
<thead>
<tr>
<th>Fund/Department</th>
<th>2018 Budget</th>
<th>2018 Year-to-Date</th>
<th>2019 Baseline</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 GENERAL FUND</td>
<td>$324,906</td>
<td>$250,832</td>
<td>$344,406</td>
</tr>
<tr>
<td>13 CITY COUNCIL</td>
<td>8,000</td>
<td>10,442</td>
<td>14,000</td>
</tr>
<tr>
<td>14 CITY CLERK</td>
<td>2,000</td>
<td>186</td>
<td>2,000</td>
</tr>
<tr>
<td>15 CITY MANAGER'S OFFICE</td>
<td>35,089</td>
<td>25,681</td>
<td>35,089</td>
</tr>
<tr>
<td>17 LAW</td>
<td>2,500</td>
<td>251</td>
<td>2,500</td>
</tr>
<tr>
<td>19 ADMINISTRATIVE SERVICES</td>
<td>20,400</td>
<td>19,909</td>
<td>20,400</td>
</tr>
<tr>
<td>21 COMMUNITY DEVELOPMENT</td>
<td>20,500</td>
<td>2,672</td>
<td>14,000</td>
</tr>
<tr>
<td>22 POLICE</td>
<td>127,890</td>
<td>111,553</td>
<td>127,890</td>
</tr>
<tr>
<td>23 FIRE MGMT &amp; SUPPORT</td>
<td>52,400</td>
<td>43,410</td>
<td>72,400</td>
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<tr>
<td>24 HEALTH</td>
<td>6,600</td>
<td>7,205</td>
<td>6,600</td>
</tr>
<tr>
<td>30 PARKS, REC. AND COMMUNITY SERV.</td>
<td>28,327</td>
<td>17,240</td>
<td>28,327</td>
</tr>
<tr>
<td>40 PUBLIC WORKS AGENCY</td>
<td>21,200</td>
<td>12,284</td>
<td>21,200</td>
</tr>
<tr>
<td>175 GENERAL ASSISTANCE FUND</td>
<td>2,000</td>
<td>1,129</td>
<td>2,000</td>
</tr>
<tr>
<td>185 LIBRARY FUND</td>
<td>42,000</td>
<td>24,244</td>
<td>42,000</td>
</tr>
<tr>
<td>195 NEIGHBORHOOD STABILIZATION FUND</td>
<td>100</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>205 EMERGENCY TELEPHONE (E911) FUND</td>
<td>7,500</td>
<td>3,731</td>
<td>7,500</td>
</tr>
<tr>
<td>215 CDBG FUND</td>
<td>1,500</td>
<td>206</td>
<td>1,500</td>
</tr>
<tr>
<td>505 PARKING SYSTEM FUND</td>
<td>1,100</td>
<td>99</td>
<td>1,100</td>
</tr>
<tr>
<td>510 WATER FUND</td>
<td>23,000</td>
<td>14,833</td>
<td>23,000</td>
</tr>
<tr>
<td>515 SEWER FUND</td>
<td>2,500</td>
<td>-</td>
<td>2,500</td>
</tr>
<tr>
<td>520 SOLID WASTE FUND</td>
<td>800</td>
<td>419</td>
<td>800</td>
</tr>
<tr>
<td>600 FLEET SERVICES FUND</td>
<td>4,200</td>
<td>7,977</td>
<td>4,200</td>
</tr>
<tr>
<td>605 INSURANCE FUND</td>
<td>4,000</td>
<td>905</td>
<td>4,000</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$413,606</td>
<td>$304,374</td>
<td>$433,006</td>
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</table>
### Membership Dues

<table>
<thead>
<tr>
<th>Fund/Department</th>
<th>2018 Budget</th>
<th>2018 Year-to-Date</th>
<th>2019 Baseline</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 GENERAL FUND</td>
<td>$265,364</td>
<td>$240,867</td>
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<tr>
<td>13 CITY COUNCIL</td>
<td>38,000</td>
<td>49,266</td>
<td>38,000</td>
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<tr>
<td>14 CITY CLERK</td>
<td>525</td>
<td>-</td>
<td>525</td>
</tr>
<tr>
<td>15 CITY MANAGER'S OFFICE</td>
<td>24,933</td>
<td>14,095</td>
<td>25,033</td>
</tr>
<tr>
<td>17 LAW</td>
<td>2,800</td>
<td>5,259</td>
<td>2,800</td>
</tr>
<tr>
<td>19 ADMINISTRATIVE SERVICES</td>
<td>3,200</td>
<td>3,684</td>
<td>3,200</td>
</tr>
<tr>
<td>21 COMMUNITY DEVELOPMENT</td>
<td>9,375</td>
<td>2,003</td>
<td>4,375</td>
</tr>
<tr>
<td>22 POLICE</td>
<td>116,388</td>
<td>127,823</td>
<td>116,388</td>
</tr>
<tr>
<td>23 FIRE MGMT &amp; SUPPORT</td>
<td>47,200</td>
<td>24,709</td>
<td>27,200</td>
</tr>
<tr>
<td>24 HEALTH</td>
<td>4,400</td>
<td>2,364</td>
<td>5,400</td>
</tr>
<tr>
<td>30 PARKS, REC. AND COMMUNITY SERV.</td>
<td>11,783</td>
<td>10,474</td>
<td>18,783</td>
</tr>
<tr>
<td>40 PUBLIC WORKS AGENCY</td>
<td>6,760</td>
<td>1,191</td>
<td>6,760</td>
</tr>
<tr>
<td>175 GENERAL ASSISTANCE FUND</td>
<td>300</td>
<td>-</td>
<td>300</td>
</tr>
<tr>
<td>185 LIBRARY FUND</td>
<td>2,100</td>
<td>850</td>
<td>2,100</td>
</tr>
<tr>
<td>205 EMERGENCY TELEPHONE (E911) FUND</td>
<td>900</td>
<td>-</td>
<td>900</td>
</tr>
<tr>
<td>215 CDBG FUND</td>
<td>-</td>
<td>940</td>
<td>-</td>
</tr>
<tr>
<td>240 HOME FUND</td>
<td>200</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>505 PARKING SYSTEM FUND</td>
<td>1,000</td>
<td>-</td>
<td>1,000</td>
</tr>
<tr>
<td>510 WATER FUND</td>
<td>3,920</td>
<td>4,587</td>
<td>5,360</td>
</tr>
<tr>
<td>515 SEWER FUND</td>
<td>200</td>
<td>296</td>
<td>200</td>
</tr>
<tr>
<td>600 FLEET SERVICES FUND</td>
<td>1,625</td>
<td>195</td>
<td>1,625</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$275,609</td>
<td>$248,235</td>
<td>$260,449</td>
</tr>
</tbody>
</table>

The table beginning below and continuing to the next page lists all professional memberships by department for the year 2018.

### 2018 Memberships by Department

<table>
<thead>
<tr>
<th>Department</th>
<th>Memberships</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Council</td>
<td>Chicago Metropolitan Agency for Planning (CMAP)</td>
</tr>
<tr>
<td></td>
<td>National League of Cities</td>
</tr>
<tr>
<td></td>
<td>U.S. Conference of Mayors</td>
</tr>
<tr>
<td></td>
<td>Illinois Municipal League (IML)</td>
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<tr>
<td></td>
<td>Northwest Municipal Conference</td>
</tr>
<tr>
<td></td>
<td>Metropolitan Mayors Caucus</td>
</tr>
<tr>
<td>City Manager</td>
<td>Public Technology, Inc.</td>
</tr>
<tr>
<td></td>
<td>Alliance for Innovation, Inc.</td>
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<tr>
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<td>International City/County Management Association (ICMA)</td>
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<td>National Forum for Black Public Administrators</td>
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<td></td>
<td>Illinois City/County Management Association (ILCMA)</td>
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<td></td>
<td>Rotary Club of Evanston</td>
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<tr>
<td></td>
<td>Urban Sustainability Directors Network</td>
</tr>
<tr>
<td></td>
<td>Americans for the Arts</td>
</tr>
</tbody>
</table>
| City Manager | Evanston.Now  
Engaging Local Government Leadership (ELGL)  
American Society for Public Administration (ASPA)  
Leadership Evanston  
City-County Communications and Marketing Association (3CMA)  
Government Finance Officer’s Association (GFOA)  
Illinois Government Finance Officers Association (IGFOA)  
Illinois Certified Public Accountants (ICPA)  
Certified Public Accountant licensing  
Midwest Association of Public Procurement |
|------------------|--------------------------------------------------|
| Law Department | International Municipal Lawyers Association (IMLA)  
Chicago Bar Association  
Illinois Institute for Continuing Legal Education (IICLE) |
| Administrative Services | American Society of Safety Professionals  
City Tech  
International Facilities Management Association (IFMA)  
Municipal Fleet Manager’s Association (MFMA) |
| Community Development | Illinois Association of Municipal Management Assistants (IAMMA)  
Welcoming America, Inc.  
American Planning Association (APA)  
Plumbers Licensing |
| Police Department | Critical Reach  
Police Executive Research Forum  
Mid-States Organized Crime Information Center  
North Suburban Police Chiefs  
North Regional Major Crimes Task Force  
International Conference of Police Chaplains  
Leads Online LLC  
Northern Illinois Police Alarm System  
Porter Lee Corporation  
Illinois Law Enforcement Alarm System  
Cellebrite USA, Inc.  
Northeastern Illinois Regional Crime Laboratory |
| Fire Department | Illinois Fire Chiefs Association  
Illinois Department of Public Health - Ambulance Licensing  
Northeastern Illinois Public Safety  
Air One Equipment - Turnout Gear  
Fire Investigators Strike Force |
| Health & Human Services                                      | National Association of County & City Health Officials  |
|                                                           | Illinois Public Health Association                      |
|                                                           | Illinois Association of Code Enforcement                |
| Parks, Recreation and Community Services                    | Sam's Club Direct                                      |
|                                                           | Farmers' Market Association                             |
|                                                           | Certified Youth Sports Administrators (CYSA)            |
|                                                           | Certified Park and Recreation Professional (CPRP)       |
|                                                           | Association of Illinois Senior Centers                  |
|                                                           | SESAC Music Licensing (Crown)                           |
|                                                           | Learn To Skate (LTS )                                   |
|                                                           | Cook DuPage Beekeeper Association                       |
|                                                           | Illinois Park and Recreation Association (IPRA)         |
| Public Works Agency                                         | American Public Works Association (APWA)                |
| Library                                                    | Evanston Chamber of Commerce                            |
|                                                           | Illinois Library Association                            |
|                                                           | American Library Association                            |
Memorandum

To:   Honorable Mayor Hagerty and Members of the City Council

From:  Budget Team

Subject:  2019 Proposed Budget

Date:  October 19, 2019

Question:  Memo detailing current status of City policy on translation.

Response:  The City of Evanston does not have a formal policy on translating written material into another language or for providing interpretation services for meetings or events.

The City’s practice has been to provide translated documents when it has been requested by City staff. When possible, bilingual 311 Service Desk Officers or bilingual staff members in the City Manager’s Office have provided Spanish translations for simple flyers or notices. The ability to provide informal translations changes when employees join the City or leave employment.

An outside translation service has been used for formal or legal documents. Translation costs have ranged from just under $100 to $340 per project, which could be a single document or several related documents.

The City convened a Language Access Policy Staff Committee in 2017 but did not finalize a formal recommendation. A request from the City Council in 2018 to develop a translation and interpretation policy was directed to the Equity and Empowerment Committee. Following discussion, the Committee sent the request back to the Language Access Policy Staff Committee. The policy will be ready to come before the City Council in early 2019.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 25, 2018

**Question:** How many calls to Northwestern addresses does our Fire Department handle per year?

**Response:** Due to the implementation of new National Fire Incident Reporting System (NFIRS) software in 2017 we only have readily extractable NU response data previous to 2017. The 5 year average from 1/1/2012 thru 12/31/2016 of EFD responses to Northwestern University properties is **630 per year**.
To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 24, 2018

**Question:** What are the annual costs (i.e., upfront cost, reimbursements, or money) per firefighter for the following items:
- Educational/training cost allotment
- Health Club cost
- Uniform cost
- Equipment cost

**Response:**

**Education/Training**
In 2018 the Fire Department budgeted $52,000 dollars for training and travel. This amount includes tuition for fire academy, EMT and paramedic school for any new hires. Any remaining balance is used for specialized outside training classes and seminars. Education and training funds are not allocated per firefighter, but are distributed based upon department needs, individual professional development and available funds.

**Health Club Cost**
The department has no health club costs.

**Uniforms**
In 2017 the Fire Department spent $28,220 in uniforms. Department clothing items are specified as part of the collective bargaining agreement and include Class A dress and Class B duty uniforms, physical fitness clothing, winter jackets, hats and gloves.

**Equipment**
In 2017 the Fire Department spent $21,532 in personal protective equipment (PPE). PPE includes firefighter protective (turnout) gear, helmet, Nomex hood, gloves, suspenders, boots and SCBA face pieces.

Uniform and equipment funds are not allocated per firefighter, but are distributed based upon gear age and condition as determined by NFPA standards and regular inspections.
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 19, 2019

Question:
In order to maintain a Health Department Certification, what are the qualifications?

Response:
According to the Joint Committee on Administrative Rules, Administrative Code Title 77: Public Health Chapter 1: Department to Public Health Subchapter h: Local Health Department:

A certified local health department is a local governmental agency that carries out the core functions of public health; assessment, policy development, and assurance within the given jurisdiction. Performance of the core public health functions is the unique feature that distinguishes a certified local health department from any other public health provider in a local area. A local health department is mandated to provide health protection programs including but not limited to Infectious Diseases (Communicable Disease Control Program), Food Protection, Potable Water Supply and Private Sewage Disposal.

Certification of any local health department enables the department to receive Local Health Protection Grants awarded by the State Health Department. The Local Health Protection Grant is the grant given to the local health department supporting the operations of food safety, communicable disease control, potable water supply and private sewage disposal. Attached is the executed Local Health Protection Grant which mandates the requirement of having a Communicable Disease Surveillance program in order to remain in compliance with the State Health Department. Please see page 23 and page 24, sections A1, B1 and B1.2. If compliance is not maintained, a possible loss in funding can occur. (Please see sections 14.1, 16.2 and 16.3).
Question:

Can the City of Evanston continue to inspect restaurants if we don't retain our current State of Illinois certification?

Response:

The City of Evanston Health and Human Services can continue to inspect restaurants for food safety without being a certified local health department, but the cost will be greater to the tax payer as losing certification will threatened the Local Health Protection grant that funds food safety operations. If food inspections are eliminated at the local level a possible vendor for food inspections at cost could be via Cook County.

For FY 2019, the Department has been awarded many state and federal grants. These funds would be threatened if we fail to comply with Administrative State Code and Stat of Illinois Certification.

<table>
<thead>
<tr>
<th>Grant Name</th>
<th>Annual Grant Amount</th>
<th>Would we lose grant if not certified local health department?</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cities Readiness initiative-(CRI)</td>
<td>$ 48,345.40</td>
<td>Yes</td>
<td>Funds the emergency medical countermeasures (medications) planning and response activities for local health departments.</td>
</tr>
<tr>
<td>2 Public Health Emergency Preparedness-(PHEP)</td>
<td>$ 62,054</td>
<td>Yes</td>
<td>Funds certain eligible Illinois certified local health department to assess, prioritize, build, and exercise the necessary resource elements, tasks, and functions of the Centers for Disease Control and Prevention’s 15 PHEP Capabilities National Standards that local health departments need to prevent, mitigate and recover from the top hazards to the public health in its jurisdiction. Example: EBOLA</td>
</tr>
<tr>
<td>3 Local Health Protection Grant (LHPG)</td>
<td>$ 82,070</td>
<td>Yes</td>
<td>The LHPG program is to support a statewide system of local health departments to assure the protection of the public through the provision of various health protection programs. The IDPH administers the LHPG Program, which provides funding to all certified local health department in Illinois. The funding ensure that basic levels of protection for Illinois residents are maintained at the community level for infectious</td>
</tr>
<tr>
<td></td>
<td>Project Title</td>
<td>Funding</td>
<td>Approved</td>
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</tr>
<tr>
<td>4</td>
<td>Vector Surveillance and Control-State</td>
<td>$10,000</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>Mosquito Vector-County</td>
<td>$13,191.54</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>Lead Poisoning-State</td>
<td>$32,900</td>
<td>Yes</td>
</tr>
<tr>
<td>7</td>
<td>Torrens-County</td>
<td>$39,300*</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>Body Art</td>
<td>$412.50</td>
<td>Yes</td>
</tr>
<tr>
<td>9</td>
<td>Vacant Properties</td>
<td>$37,500*</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>Summer Food Program</td>
<td>$2,100</td>
<td>Yes</td>
</tr>
<tr>
<td>11</td>
<td>Tobacco Free Communities</td>
<td>$26,506</td>
<td>Yes</td>
</tr>
</tbody>
</table>
control program implementing science-based, policy-focused strategies aligned with State and National goals and objectives to prevent tobacco use among youth, promote tobacco use cessation among adults and youth, eliminate exposure to secondhand smoke, enforce the Smoke-Free Illinois Act and Local tobacco control ordinances, and identify and eliminate tobacco-related health disparities among specific population groups.

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</table>
| 12 | Beach | $14,857.26 | Yes | Provide protection at the community level for recreational water quality monitoring and public notification.
| 13 | Tanning | $1,500 | Yes | Inspection of tanning facilities as assigned by the Department to increase compliance in these locations and decrease injury, disease and prolonged health issues that may occur with users of these services.
| 14 | HIV Prevention | $10,220 (expected) | Yes | Provider will provide specific HIV prevention services to targeted populations of individuals living with or at high risk for HIV.

**ANNUAL TOTAL** $380,956.70

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| 15 | CDBG Funds for Property Maintenance | $338,000.00 | Uncertain. State Certification makes the City more competitive but it is not a requirement. | Code enforcement.

Certification is also maintained by meeting the requirement to conduct a community wide health assessment. We are required to assess the health needs of the community by establishing a systematic assessment process that periodically provides information on the health status and health needs of the community. This is a primary function of the Public Health Educator.

A) A community health needs assessment that systematically describes the prevailing health status and health needs of the population within the local health department's jurisdiction shall be conducted at least once every five years.

1) The assessment shall be conducted through completion of Illinois Project of Local Assessment of Need or an equivalent to IPLAN that meets the requirements set forth in Section 600.410 administrative code.
B) The assessment shall, at a minimum, include an analysis of data in groupings
designated by the Department, which are: demographic and socioeconomic
characteristics; general health and access to care; maternal and child health;
chronic disease; infectious disease; environmental/occupational/injury control;
and sentinel events.

C) The assessment shall include community participation in the health needs
assessment process in order to facilitate the identification of community health
problems and the setting of priorities from among those health problems.

D) Community health needs shall be identified during the community health needs
assessment process based on the analysis of data describing the health of the
population and on the judgment of the community participants concerning the
seriousness of the health problems and needs. Prioritization shall result in the
establishment of at least three priority health needs. According to the Certified
Health Department Administrative Code, the EPLAN also guarantees that the
Evanston Health and Human Services remains certified. Please see sections
600.400 and 600.410

Attachments:
1. The Local Health Protection Grant Administrative. (Definition of a certified local health
department and the requirement to have a communicable disease program.)
2. The Certified Health Department Administrative Code. (It states that a Certified Health
Department must administer a public health core function which allows eligibility for the
Local Health Protection Grant (LHPG). The LHPG lists communicable disease
surveillance as a mandated program.
3. Title 77: Public Health Standard Practice
4. Administrative Code for Conducting the Community Health Assessment
INTER-GOVERNMENTAL GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF PUBLIC HEALTH
AND

City of Evanston Health Department

The Illinois Department of Public Health (Grantor), with its principal office at 525 W. Jefferson St., 3rd Floor, Springfield, IL 62761, and City of Evanston Health Department (Grantee), with its principal office at 2100 Ridge Ave., Evanston, IL 60201, and payment address (if different than principal office) at 2100 Ridge Ave., Evanston, IL 60201, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE 1

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 074390907 is Grantee's correct DUNS number, that 36-6005870 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a Governmental.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds in amount not to exceed a maximum amount of $82,070.00, of which $0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 482-00-0901.

1.4. Term. This Agreement shall be effective on July 1, 2017 and shall expire on June 30, 2018, unless terminated pursuant to this Agreement.
1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Public Health

By: Nirav D. Shah
Signature of Director: Nirav D. Shah, M.D., J.D.

By: 
Signature of Designee
Date: 11.27.17
Printed Name: Shirley M. Isgraves
Printed Title: Designee

City of Evanston Health Department

By: Evonda Thomas-Smith
Signature of Authorized Representative

Date: 11.17.17
Printed Name: Evonda Thomas-Smith
Printed Title: Director
E-mail: ethomas@cityofevanston.org

By: 
Signature of First Other Approver, if Applicable
Date: 
Printed Name: 
Printed Title: Other Approver

By: 
Signature of Second Other Approver, if Applicable
Date: 
Printed Name: 
Printed Title: Second Other Approver
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.
"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of
the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(6) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost.
which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.
6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **Notification.** Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

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**ARTICLE VII**

**ALLOWABLE COSTS**

7.1. **Allowability of Costs; Cost Allocation Methods.** The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III (C)(8)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:
(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with Independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of the Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.
7.7. Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) Bribery. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) Bid Rigging. Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) International Boycott. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) Dues and Fees. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) Pro-Children Act. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) Drug-Free Work Place. If Grantee is not an Individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an
individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) Motor Voter Law. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).

(k) Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) Non-procurement Debarment and Suspension. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) Grant for the Construction of Fixed Works. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (620 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) Health Insurance Portability and Accountability Act. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) Criminal Convictions. Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) Forced Labor Act. Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 593).

(q) Illinois Use Tax. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred.
from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(e) Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(f) Goods from Child Labor Act. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 594).

(l) Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX
CRIMINAL DISCLOSURE

9.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.)

ARTICLE XI
LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General
Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all levels. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.
12.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

   (a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

   (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

   (a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

   (b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

   (c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

   (d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenues schedules included in the Annual Financial Report.

   (e) Annual Financial Reports shall follow a format prescribed by Grantor.

   (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming
available.

13.4 **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV**

**PERFORMANCE REPORTING REQUIREMENTS**

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.


**ARTICLE XV**

**AUDIT REQUIREMENTS**

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 705/5(c).

15.2. **Audit Requirements**

(a) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends $750,000 or
more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application
or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. **Non-compliance.** If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).
ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose
further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an Instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An Instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on
the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such
liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-08.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A, through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments hereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act, (5 ILCS 140/7(2)).
26.12 **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14 **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16 **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**
EXHIBIT A
PROJECT DESCRIPTION

A.1. The sole purpose of this grant is to fund the Grantee’s performance of the services described herein during the term of this grant.

This grant is for the Local Health Protection Grant (LHPG) program...

The purpose of the LHPG program is to support a statewide system of local health departments to assure the protection of the public through the provision of various health protection programs. The Illinois Department of Public Health (IDPH) administers the LHPG program, which provides funding to all certified local health departments in Illinois. This funding ensures that basic levels of protection for Illinois residents are maintained at the community level for infectious diseases, food protection, safety of the potable water supply, and private sewage disposal.

Each certified local health department must implement the following health protection programs: a comprehensive program to control infectious diseases; a comprehensive food protection program; a program to assure provision of safe, potable supplies of water for drinking, culinary, and sanitary purposes, with the focus on non-community, semi-private, and private water supplies; and a program to prevent the transmission of disease organisms, environmental contamination, and nuisances resulting from improper handling, storage, transportation, and disposal of sewage from private sewage disposal systems. Each certified local health department must administer these health protection programs in accordance with the Local Health Protection Grant Code (77 Ill. Adm. Code 615).
EXHIBIT B
DELIVERABLES OR MILESTONES

The Grantee will provide the following services and agrees to act in compliance with all State and federal statutes and administrative rules applicable to the provision of services pursuant to this Agreement. The grant application submitted by Grantee related to this Agreement is hereby incorporated and made a part of this Agreement.

B.1. The Grantee shall:

B.1.1. Ensure the provision of health protection programs including, but not limited to, infectious diseases, food protection, potable water supply, and private sewage disposal, within the Grantee’s jurisdiction, in accordance with the Local Health Protection Grant Code (77 Ill. Adm. Code 615).

i. The Grantee will conduct a comprehensive infectious diseases control program in accordance with 77 Ill. Adm. Code 615.300.

ii. The Grantee will conduct a comprehensive food protection program in accordance with 77 Ill. Adm. Code 615.310.

iii. The Grantee will conduct an effective potable water supply program in accordance with 77 Ill. Adm. Code 615.320.

iv. The Grantee will conduct an effective private sewage disposal program in accordance with 77 Ill. Adm. Code 615.330.

B.1.2. Report communicable disease cases to the Department using the Illinois-National Electronic Disease Surveillance System (i-NEDSS) web-based system according to the time frames specified in the Control of Communicable Diseases Code (77 Ill. Adm. Code 690).

B.1.3. Maintain and publish, on its public website, in the Comprehensive Emergency Management Program (CEMP), and in other appropriate locations, 24-hour emergency contact information that the Department, hospitals, or members of the general public can contact to promptly reach a staff person to report a suspected or actual public health incident or event, in accordance with 77 Ill. Adm. Code 615.340 (b). The Grantee shall ensure that its Administrator, its environmental health staff, and its communicable diseases staff maintain their current 24-hour contact information in CEMP and in the Department’s State of Illinois Rapid Electronic Notification (SIREN) system.

B.1.4. Maintain a current, all hazard emergency response/disaster plan for its jurisdiction, in accordance with 77 Ill. Adm. Code 615.340 (c). "All hazard" includes, but is not limited to, natural, technological, and intentionally caused emergency events, including disease outbreaks, bioterrorism, floods, severe weather, environmental and food protection incidents, and others. The emergency response/disaster plan will provide a framework for response operations of the Grantee and will outline specific actions for local response and recovery activities.

B.2. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, unless approved pursuant to Section 17.1 of PART ONE and Section 3.7 of PART TWO. The Department reserves the right to review all subcontracts and sub-grants at any time during the term of the Agreement.

B.2.1. The Grantee shall assume responsibility for distribution of Grant Funds to sub-grantees for the provision of services under this Agreement and in accordance with the (i) goals, objectives, and activities; and (ii) budget on file with, and approved by, the Department.

B.2.2. No later than December 1, 2017, Grantee shall execute sub-grant agreements for services. Signed copies of all sub-grant agreements shall be submitted to the Department in the corresponding required progress report. Each sub-grant agreement shall identify the sub-grantee and include a scope of services, budget period, detailed budget, and the sub-grantee’s current mailing address. The Department will not pay any reimbursement to the Grantee related to sub-grantee activities until the Department has received a copy of the
signed sub-grant agreement.

B.2.3. The Grantee shall assure that all services provided by sub-grantees under established sub-grant agreements are provided and documented in a timely manner and in accordance with Department policy. The Grantee shall promptly investigate any sub-grantee not performing in accordance with the sub-grant agreement. The Grantee is responsible for monitoring, investigating, and taking any needed action related to the sub-grantee to protect the integrity of the provision of services under this Agreement. Failure of the Grantee to do so may result in the rejection of claims for payment or in payments being reduced by the total amount of the value of the sub-grantee contract, until any and all requirements of this Agreement are fulfilled.

B.3. The Grantee will not commingle funds between separate grants or sub-grants, even if the grants or sub-grants are related, or the same population is being served.

B.4. In connection with the services described in Section B.1 above, the Department will:

B.4.1. Provide overall oversight for the Program.

B.4.2. Provide funding to Grantee in accordance with the policies described in Article IV of PART ONE.

B.4.3. Monitor the work of grantee organizations to ensure compliance with the terms of the Program and the activities to be performed as described in the grantee organization application and this Agreement.

B.4.4. Provide technical expertise and consultation by the Office of Health Protection and other designated staff within the Department.

B.4.5. Conduct a program review every three years in accordance with 77 Ill. Adm. Code 615.220 and the scheduled developed by the Office of Health Protection.
EXHIBIT C
PAYMENT

Grant Funds in amount not to exceed a maximum amount of $82,070.00, of which $0.00 are federal funds.

Pursuant to Article IV of PART ONE, the Department will compensate the Grantee on the following basis:

100% Lump-Sum Payment

Upon execution of this Agreement, the Department shall authorize a lump-sum payment in the amount of one hundred percent (100%) of the total Award. Payments to the grantee are subject to the Grantee’s submission and reconciliation of eligible costs through quarterly reports to the Department, as described in EXHIBIT E and PART THREE.
EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:
Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to
the persons listed below.

<table>
<thead>
<tr>
<th>DEPARTMENT CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Scott Henkel</td>
<td>Name: Evonda Thomas-Smith</td>
</tr>
<tr>
<td>Title: Assistant to the Deputy Director</td>
<td>Title: Director of Public Health</td>
</tr>
<tr>
<td>Address: 525 W. Jefferson St., 3rd Floor,</td>
<td>Address: 2100 Ridge Ave., Evanston, IL</td>
</tr>
<tr>
<td>Springfield, IL 62761</td>
<td>60201</td>
</tr>
<tr>
<td>Phone: (217) 785-2075</td>
<td>Phone: (847) 866-2957</td>
</tr>
<tr>
<td>TTY #: (800) 547-0466</td>
<td>TTY #:</td>
</tr>
<tr>
<td>Fax #: (217) 524-0802</td>
<td>Fax #: (847) 448-8125</td>
</tr>
<tr>
<td>E-mail Address: <a href="mailto:scott.henkel@illinois.gov">scott.henkel@illinois.gov</a></td>
<td>E-mail Address: <a href="mailto:Ethomas@cityofevanston.org">Ethomas@cityofevanston.org</a></td>
</tr>
</tbody>
</table>

Additional Information:
EXHIBIT E
PERFORMANCE MEASURES

E.1. Grantee shall submit performance reports pursuant to Article 14 of PART ONE.

E.2. As set forth in PART THREE, performance reports shall be submitted quarterly. Performance reports shall include the following information:

E.2.1. Pursuant to Section 14.3 of PART ONE:

E.2.1.1. A comparison of actual accomplishments to the objectives of the award established for the period;

E.2.2. Progress of the program and project as of the close of the period being reported on;
E.2.3. Description of the use and expenditure of Grant Funds awarded under this Agreement;
E.2.4. Program statistical information for the Food Protection Program, the Potable Water Program, and the Private Sewage Disposal Program, in the format specified by the Department;
E.2.5. Any other information required by the Grant Instructions.
E.2.6. Data shall be reported through the Illinois Department of Public Health Survey System, which is an online application on the Department's Web Portal.

E.3. Reporting Timelines.

E.3.1. First Performance Report. Unless otherwise specified in PART THREE, Grantee's first performance report shall cover the first three months after the Award begins.

E.3.2. Close-out Performance Reports. Grantee shall submit a final close-out performance report within sixty (60) calendar days following the end of the period of performance. If this Agreement is terminated early, regardless of the reason, Grantee shall submit a final close-out performance report within sixty (60) calendar days following the effective date of termination.

E.3.2.1 For the purposes of this Agreement, fourth quarter financial and performance reports shall be considered Grantee's final close-out reports, pursuant to Sections 13.2 and 14.2 of PART ONE, and are due within thirty (30) calendar days following the end of the period of performance.

E.3.3. Quarterly Financial Reports. Grantee shall submit quarterly financial (expenditure) reports, which reconcile eligible costs to the budget included in the grant application, within thirty (30) calendar days following the end of the quarter. Reporting forms will be provided to Grantee.

E.3.4. Quarterly Performance Reports. Grantee shall submit quarterly performance reports (program statistical information) within thirty (30) calendar days following the end of the quarter; data shall be reported through the DPH Survey System specified in E.2.6. above.

E.3.5. Annual Financial Reports. Grantee is exempt from filing annual financial reports pursuant to the requirements of Section 13.3 of PART ONE and Section 4.1 of PART THREE. Quarterly financial reports submitted by the Grantee shall be sufficient for the purposes of this Agreement.

E.3.6. Additional Reporting. Grantee shall submit an annual self-evaluation for the Food Protection Program through the Illinois Department of Public Health Survey System, which is an online application on the Department's Web Portal, within thirty (30) calendar days following the end of the period of performance, in accordance with 77 Ill. Adm. Code 615.310 (b) (11).

E.4. Failure to Report. Failure to submit required performance reports may cause a delay or suspension of funding.
EXHIBIT F
PERFORMANCE STANDARDS

F.1. Grantee shall perform in accordance with the standards set forth herein, which are the minimum thresholds of acceptable performance. Failure to meet these thresholds may result in remedial action including, but not limited to, corrective action, imposition of specific condition, and suspension or termination of the Agreement.

F.1.1. All performance standards for the LHPG program are contained in the Local Health Protection Grant Code (Code) (77 Ill. Adm. Code 615).

i. Performance standards for the infectious diseases control program are contained in Section 300 of the Code (77 Ill. Adm. Code 615.300).

ii. Performance standards for the food protection program are contained in Section 310 of the Code (77 Ill. Adm. Code 615.310).

iii. Performance standards for the potable water supply program are contained in Section 320 of the Code (77 Ill. Adm. Code 615.320).

iv. Performance standards for the private sewage disposal program are contained in Section 330 of the Code (77 Ill. Adm. Code 615.320).

F.1.2. The criteria by which the Department will determine whether the Grantee is in substantial compliance with the performance standards are contained in Section 220 of the Code (77 Ill. Adm. Code 615.220).
EXHIBIT G
SPECIFIC CONDITIONS

G.1 Pursuant to Section 5.3 of PART ONE, 2 CFR 200.205, and 2 CFR 200.207, specific conditions may be imposed upon Grantee based upon a risk assessment. Specific conditions may also be imposed as a result of a merit review or as required by the terms of the Award. Specific conditions are imposed.

G.2. Imposition of Conditions.
G.2.1. Pursuant to Section G.1, the following specific conditions are imposed:
G.2.1.1. The Grantee shall receive technical assistance from the Department, including required training, upon request by the Department.
G.2.1.1.1. This condition will be removed if Grantee implements corrective actions that include implementing a fraud awareness program. This fraud awareness program must include information on how to report fraud, waste, and abuse without fear of retaliation.
G.2.2. These specific conditions are imposed due to risk factors identified in the Grantee’s fiscal and administrative risk assessment, based on responses to the Internal Controls Questionnaire (ICO).

G.3.1. Pursuant to 2 CFR 200.207(c)(5), Grantee may request reconsideration of the specific conditions imposed by submitting a request to the contact identified in EXHIBIT D. The request for reconsideration must include a detailed rationale for the request, supporting documentation and, if applicable, the actions Grantee is taking to correct the condition giving rise to the specific condition(s) listed above.
G.3.2. The specific conditions set forth in G.2 will be immediately removed when the conditions prompting them have been fully corrected. 2 CFR 200.207(d).
G.3.3. At Grantor’s discretion, Grantor may reinstate any conditions which have been previously removed, if Grantee’s performance, actions, or inactions illustrate a need for such reinstatement in Grantor’s opinion.
PART TWO – THE DEPARTMENT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Department has the following additional requirements for its Grantee:

ARTICLE I
ADDITIONAL CERTIFICATIONS

1.1. The Grantee represents and warrants that the grant application submitted by the Grantee is in all material aspects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement, and that it has obtained or will obtain all permits, licenses, or other governmental approvals that may be necessary to perform the grant services.

ARTICLE II
SERVICES

2.1. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, or sub-grantee to fulfill any obligations under this Agreement without the prior written consent of the Department. Subcontractors and sub-grantees identified in the grant application, budget, or any other grant documents will not be approved until such time as Grantee submits a Subcontractor and Sub-grantee Authorization Form as contemplated by Section 3.8 of this PART TWO. All sub-grantees shall have an application, including a budget and project deliverables, on file with the Grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subcontracts and sub-grants at any time during the term of the Agreement.

2.2. The Grantee will not commingle funds between separate grants or sub-grants, even if the grants or sub-grants are related, or the same population is being served.

ARTICLE III
DEFINITIONS


3.2. Equipment. Tangible, non-expendable, personal property.

3.3. Grant Instructions. The instructions provided to Grantee set forth the Grantee's reporting requirements and all other requirements under this Agreement, and are hereby incorporated into this Agreement. Failure to comply with the requirements set forth in the Grant Instructions will be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement.

3.4. Operational Utilities. Utilities required for basic operational functions, without which Grantee's ability to perform under the Agreement would be substantially hindered. Operational Utilities include electricity, gas, heat, air conditioning, water, cable, telephone, office supplies, internet, and other core day-to-day expenses necessary to maintain the office space in reasonable working condition, as determined by the Department Office overseeing the grant. Rent is not considered an Operational Utility, and Grantee is required to disclose its landlord or lessor to the Department even if Grantee uses the rented space for more than performance of this Agreement.

3.5. Order to Surrender. An order to surrender equipment and/or supplies purchased with Grant Funds for the purpose of carrying out the Award.

3.6. Party. A signatory to this Agreement. A subcontractor or sub-grantee is not considered a Party

3.7. Subcontractor. A third party, not a party to this Agreement, who provides or tenders goods of any kind,
or performs services of any kind, for the Grantee.

3.8. **Subcontractor and Sub-grantee Authorization Form.** The form a Grantee is required to submit when requesting the Department's written consent to utilize the services of a subcontractor (other than an Operational Utility) or sub-grantee. The use of subcontractors and sub-grantees is prohibited until the Grantee has submitted this form and received written approval from the Department, even if subcontractors or sub-grantees are listed in an approved budget. Use of a subcontractor or sub-grantee without the Department's prior written approval may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement. The Subcontractor and Sub-grantee Authorization Form may be submitted at any time before or during the term of the Agreement, and may be submitted as often as needed when new subcontractors and sub-grantees are identified.

3.9. **Sub-grantee.** A third party, not a party to this Agreement, who performs services on behalf of the Grantee in furtherance of Grantee's performance of the services described herein during the term of this grant.

3.10. **Supplies.** All tangible personal property other than Equipment.

**ARTICLE IV**

**EXPENDITURE, BILLING, AND MANAGEMENT OF FUNDS**

4.1. The Grantee will expend Grant Funds awarded under this Agreement in accordance with the budget approved and on file with the Department. Departmental approval of a budget including subcontractors or sub-grantees, even if the subcontractors or sub-grantees are identified by name, does not constitute Prior Approval for the use of such services or the expenditure of reimbursable funds for such services. Grantee shall utilize a Subcontractor and Sub-grantee Authorization Form to obtain Prior Approval pursuant to Section 17.1 of PART ONE. Expenditures made to subcontractors and sub-grantees shall not be reimbursed if services are provided before the Department grants Prior Approval for the use of such subcontractors or sub-grantees.

4.2. Pursuant to Section 23.1 of PART ONE, and 2 CFR200.421(e), Grantee and any approved sub-grantees shall not expend any Grant Funds for promotional items. Promotional items include but are not limited to: calendars, pens, buttons, pins, magnets, gift cards, posters, and stationery. If the Department has not granted prior written permission to expend Grant Funds for promotional items, expenditures for promotional items shall not be reimbursed.

4.3. Cash Management Improvement Act of 1990. Pursuant to Section 4.3 of PART ONE, unless otherwise noted in PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

4.4. Interest. Pursuant to Section 4.6(a) of PART ONE, unless otherwise noted in PART THREE, all interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes. 30 ILCS 705/10.

4.5. Timely Billing Required. Pursuant to Section 4.7 of PART ONE, unless otherwise noted in PART THREE, Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter.

**ARTICLE V**

**GRANT FUND CONTROL REQUIREMENTS**
5.1. **Discretionary Audit.** The Department may, at any time, and at its sole discretion, require a financial audit, a grant-specific audit, or any other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.

5.2. **Reporting Requirements.** In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

5.2.1. **Expenditures and Project Activity Prior to Grant Execution.** If the Agreement is executed more than ninety (90) days after the beginning date of the grant term provided in the Agreement, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department. The Reports must account for expenditures and Project activity incurred from the beginning of the grant term to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is received and approved by the Department.

5.2.2. **Additional Information:** Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.

5.3. **Grant Instructions.** Upon execution of this Agreement, the Grantee will receive Grant Instructions detailing reporting requirements and procedures relating to the Award. The Grant Instructions are hereby incorporated into this Agreement. Grantee is obligated to comply with the Grant Instructions and any revisions thereto in accordance with Section 13.4 of PART ONE. Failure to comply with the reporting requirements may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement pursuant to Section 13.4 of PART ONE and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

5.4. **Due Diligence in Expenditure of Grant Funds.** Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound business practices, arm's-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement and be actual and necessary expenditures; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

5.5. **Conflict of Interest.** An actual or potential Conflict of Interest between Grantee and sub-grantee(s) or subcontractor(s) existing prior to execution of this Agreement must be disclosed to the Department as part of the grant application. An actual or potential Conflict of Interest between Grantee and sub-grantee(s) or subcontractor(s) arising after execution of this Agreement must be disclosed to the Department within ten (10) days of discovery. Grantee must obtain express written permission to work with a sub-grantee or subcontractor with whom it has an actual or potential Conflict of Interest. Failure to obtain such express written permission may be considered a material breach of the Agreement and may result in termination of the Agreement and Initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

**ARTICLE VI**

**INCORPORATED ATTACHMENTS**

6.1. **Grant Application.** The Grant Application submitted by Grantee will be final and is incorporated
herein. However, a revised Grant Application is incorporated if submitted to Grantor and thereafter approved.

6.2. Goals, Objectives, and Activities. The goals, objectives, and activities agreed to by Grantee as part of the Grant Application are final and are incorporated herein as requirements. However, revised goals, objectives, and activities are incorporated if submitted to Grantor and thereafter approved.

ARTICLE VII
GENERAL PROVISIONS

7.1. Audit/Retention of Subcontractor and Sub-grantee Records (30 ILCS 590/20-65) If any of the services to be performed under this Agreement are subcontracted and/or if sub-grants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and sub-grants, a provision that the Department, the Attorney General, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access and the right to examine any and all of sub-grantee's grant-related documents, equipment, papers, or records, whether in hard copy or electronic, which support Grantee's performance of services under this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic). Further, any such sub-grantor shall be governed by the same requirements as those the Grantee is subject under this Agreement.

7.2. Time is of the Essence Time is of the essence with respect to Grantee's performance of this Agreement. Grantee shall continue to perform its obligations while any dispute concerning the Agreement is being resolved unless otherwise directed by the State.

7.3. Force Majeure Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within thirty (30) days of the declaration.

7.4. Confidential Information In addition to the requirements of Section 26.10 of PART ONE, each Party, including its agents and sub-grantees, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this Agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or which later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
7.5. Use and Ownership

7.5.1. Intellectual Property Rights. All work performed or supplies created by Grantee under this Agreement, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all rights, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

7.5.2. Equipment and Supplies. Equipment and supplies authorized to be purchased with Grant Funds becomes the property of the Grantee so long as the equipment and supplies are not diverted from the purposes for which the Award was made. Pursuant to Section 22.1 of PART ONE, if Grantee has not met the conditions of 2 CFR 200.439(a), or if Grantor determines that equipment and supplies purchased with Grant Funds are unrelated to performance of the Agreement, Grantee shall be required to transfer such equipment and title thereto to Grantor. Grantee will maintain an inventory or property control record for all equipment and supplies purchased with Grant Funds. During the grant term, the Grantee must: (i) use equipment and supplies acquired with Grant Funds only for the approved Project purposes set forth in EXHIBITS A AND B; (ii) provide sufficient maintenance on the equipment and supplies to permit achievement of the approved Project purposes; and (iii) maintain, at its own expense, insurance coverage on all equipment and supplies purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and supplies in similar businesses. The Grantee is prohibited from selling, transferring, encumbering (other than original financing) or otherwise disposing of said equipment or material during the grant term without prior written approval of the Department. The Grantee shall properly maintain, track, use, and/or store the equipment and supplies according to applicable manufacturer’s guidelines, federal and State law or rules, and Department requirements stated herein. All Grantee actions involving equipment and supplies shall be in compliance with the applicable State and federal law.

7.5.3 Order to Surrender Equipment and/or Supplies.

7.5.3.1. The Department may issue to the Grantee an Order to Surrender any or all of the equipment and/or supplies in any of the following situations:

7.5.3.1.1. The equipment and/or supplies are no longer being used for the purpose for which the Award was made;
7.5.3.1.2. The Grantee ceases to exist;
7.5.3.1.3. The equipment and/or supplies are improperly maintained, used, tracked or stored;
7.5.3.1.4. Responsibility for carrying out the purpose of the Award has been transferred to another entity;
7.5.3.1.5. The Agreement has been suspended or terminated;
7.5.3.1.6. The Grantee has failed to comply with any provision of the Agreement; or
7.5.3.1.7. Any other reason determined by the Department.

7.5.3.2. In the event the Department issues an Order to Surrender, the Grantee shall, pursuant to the terms of the Order to Surrender:
7.5.3.2.1. Within thirty (30) days of issuance of the Order to Surrender, or sooner if specified by the Order to Surrender, present to the Department or any other entity identified by the Department, all or any of the equipment and supplies purchased or financed with Grand Funds as specified by the Order to Surrender; 
7.5.3.2.2. Within ninety (90) days of issuance of the Order to Surrender, or sooner if specified by the Order to Surrender, refund to the Department all or any part of the amount of the Grant Funds; and 
7.5.3.2.3. Take any other action as specified in the Order to Surrender.

7.5.4 Authority to Inspect.
The Department reserves the right to inspect any equipment or supplies (as well as the inventory or property control records described above) authorized to be purchased, acquired, or used by the Grantee under this Agreement for verification of its physical condition, usage, management or intended disposal or liquidation at any time. Should the inspection be unsatisfactory to the Department or should the Grantee refuse Department's authority to conduct an inspection, the Department may take ownership and title in said equipment by issuing an Order to Surrender.

7.5.5 Survival.
All obligations regarding use and ownership of any equipment or supplies purchased or financed under the Agreement shall survive the termination of this Agreement.

7.6 Solicitation and Employment
Grantee shall not employ any person employed by the State during the term of this Agreement to perform any work under this Agreement. Grantee shall give notice immediately to the Department's Director if Grantee solicits or intends to solicit State employees to perform any work under this Agreement.

7.7 Background Check
Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Grantee's and subcontractor's officers, employees or agents. Grantee or sub-grantee shall immediately reassign any such individual who, in the opinion of the State, does not pass the background checks.

7.8 Performance Record/Suspension
Upon request of the Department, Grantee shall meet to discuss performance or provide Agreement performance updates to help ensure proper performance of the Agreement. The Department may consider Grantee's performance and compliance with all applicable laws, under this or any other current grant agreement with the Department, in determining whether to continue the Agreement and assessing Grantee's eligibility to receive future grants. After due consideration of any non-performance or non-compliance with the requirements outlined in the Grant Instructions Packet, including failure to perform or comply, under this Agreement or any other current grant agreement with the Department, the Department may, at its sole discretion, immediately suspend this Agreement or any other current grant agreement between Grantee and the Department. Suspension under this Section shall be effective upon Grantee's receipt of notice.

7.9 Amendments
This Agreement may not be amended without prior written approval of both the Grantee and the Department.

7.10. Termination for Cause
The Department may terminate this Agreement, in whole or in part, if: (i) the Grantee commits any
Illegal act; (i) the Grantee breaches any material term, condition, or provision of this Agreement or is in material violation of a provision of this Agreement; (iii) the Department determines that the Grantee lacks the financial resources to perform this Agreement; (iv) the Department determines that the actions or inactions of the Grantee, its agents, employees, subcontractors, or sub-grantees have caused, or reasonably could cause, jeopardy to health, safety, or property; (v) the Grantee has notified the Department that it is unable or unwilling to perform the Agreement; (vi) the Department has reasonable cause to believe that the Grantee cannot lawfully perform the Agreement; or (vii) the Grantee's performance under any other current grant agreement causes the Department to reasonably believe that the Grantee is unable to perform the Agreement.

Termination under this section, whether in whole or in part, shall be effective upon Grantee's receipt of notice. For termination due to any of the causes contained in this Section, the Department retains its rights to seek any available legal or equitable remedies and damages.

7.11. Federal Whistleblower Protections

The federal whistleblower protections of 41 U.S.C. 4712 apply to all Grantee employees, contractors, and sub-grantees working in relation to this Agreement. Grantee certifies that in accordance with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, Grantee will (i) inform its employees working on this grant that they are subject to the whistleblower rights and remedies of the pilot program; (ii) inform its employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and (iii) include this certification and requirements in any agreement made with a contractor or sub-grantee.
PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Department-Specific Terms in PART TWO, the Department has the following additional requirements for this Project:

ARTICLE I

AUTHORITY

1.1. The Department is authorized to make this grant pursuant to a direct appropriation and by the following statutes: Division 5-25 of the Counties Code (55 ILCS 5), the Public Health District Act (70 ILCS 905), the Illinois Municipal Code (65 ILCS 5), and Section 2310-15 of the Civil Administrative Code of Illinois (20 ILCS 2310/2310-15). The Local Health Protection Grant (LHPG) program is governed by the Local Health Protection Grant Code (77 Ill. Adm. Code 615).

1.2. The Department is making this grant pursuant to appropriation 802-48250-4400-0000 for the Local Health Protection Grant (LHPG).

1.3. The Department is making this grant pursuant to federal grant number N/A.

ARTICLE II

SERVICES

2.1. The Grantee may utilize subcontractors in the performance of this Agreement. If Grantee is allowed to utilize subcontractors, even if such subcontractors are identified in the grant application, budget, or any other grant documents, they will not be approved until such time as (i) the Grantee submits a Subcontractor and Sub-grantee Authorization Form pursuant to Section 2.1 of PART TWO; and (ii) the Department gives written consent pursuant to Section 3.7 of PART TWO.

ARTICLE III

EXPENDITURE, BILLING, AND MANAGEMENT OF FUNDS

3.1. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter. Failure to submit such payment request timely may render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

ARTICLE IV

FINANCIAL REPORTING REQUIREMENTS

4.1. Annual Financial Reports. Annual financial reports must be filed pursuant to the requirements of Section 13.3 of PART ONE and EXHIBIT E.

4.2. Required Periodic Performance Reports. Pursuant to Section E.2 of EXHIBIT E, performance reports shall be submitted quarterly. The first of such reports shall cover the first three (3) months after the Award begins. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.
Section 615.300 Infectious Diseases

a) To protect the citizens within its jurisdiction from contracting infectious diseases and to prevent disease transmission, the local health department shall conduct a comprehensive infectious diseases control program.

b) For selected Class I(a), Class I(b) and Class II diseases listed in Section 690.100 of the Control of Communicable Diseases Code, the local health department, in consultation with the Department, shall monitor trends on an annual basis. Disease case counts and disease case rates are important in the framework of measures needed to understand the outcome of disease control efforts, but shall not be interpreted in isolation, since they may be a reflection of circumstances beyond the control or influence of a disease control program. Communicable disease control programs shall include the following tasks:

1) On a regular basis during normal business hours, review Illinois-National Electronic Disease Surveillance System (I-NEDSS) data, and Health Care Provider and Electronic Laboratory Reporting (ELR) reports to recognize changes in disease trends or to identify a possible previously unreported outbreak in Class I(a), Class I(b) and Class II diseases;

2) Report diseases as required in the Control of Communicable Diseases Code within the time frames specified; and

3) Review I-NEDSS-generated data on a quarterly basis and use this information in combination with other program activity measures to assess program performance and to undertake program planning to decrease infectious diseases.

c) The local health department shall undertake the following activities, in accordance with the Control of Communicable Diseases Code, the Control of Tuberculosis Code, the Control of Sexually Transmissible Infections Code, and the HIV/AIDS Confidentiality and Testing Code to control the spread of, reduce the incidence of, and prevent Class I and Class II diseases within its jurisdiction.
Section 615.100 Definitions

"Department" means the Illinois Department of Public Health.

"Director" means the Director of the Illinois Department of Public Health.

"Health Care Provider" means any person or entity that offers medical care for the purpose of preventing, alleviating, curing or healing human illness or injury. Health care provider includes, but is not limited to, physicians, physician assistants, nurse practitioners, nurses, paramedics, emergency medical technicians, hospitals, medical clinics, long-term care facilities, pharmacies and medical laboratories.

"Health Protection Program" means any program, service or activity performed by a local health department that is intended to prevent or reduce the incidence of disease, death or disability caused by infectious diseases; exposure to hazardous or toxic substances; or unsafe food, water, air, consumer products, or other environmental exposure.

"Local Health Department" means a local governmental agency that administers and assures health-related programs and services within its jurisdiction and that is certified pursuant to 77 Ill. Adm. Code 600.210 (Certified Local Health Department Code – Certification).

"Local Health Partner" means a public or private organization that collaborates with a local health department on health-related programs and services to improve the health of residents in the local health department's jurisdiction.

"Local Health Protection Grant" means a grant made by the Department to a local health department for health protection programs including, but not limited to, Infectious Diseases, Food Protection, Potable Water Supply and Private Sewage Disposal.

"Partner Services" means services offered to persons diagnosed with HIV, syphilis, gonorrhea or chlamydia and to their partners. These services include a voluntary
Section 600.400  Public Health Practice Standards

a) Assess the health needs of the community by establishing a systematic needs assessment process that periodically provides information on the health status and health needs of the community.

1) A community health needs assessment that systematically describes the prevailing health status and health needs of the population within the local health department's jurisdiction shall be conducted at least once every five years.

A) The assessment shall be conducted through completion of IPLAN or an equivalent to IPLAN that meets the requirements set forth in Section 600.410.
B) The assessment shall, at a minimum, include an analysis of data in groupings designated by the Department, which are: demographic and socioeconomic characteristics; general health and access to care; maternal and child health; chronic disease; infectious disease; environmental/occupational/injury control; and sentinel events.

C) The assessment shall include community participation in the health needs assessment process in order to facilitate the identification of community health problems and the setting of priorities from among those health problems.

D) Community health needs shall be identified during the community health needs assessment process based on the analysis of data describing the health of the population and on the judgment of the community participants concerning the serious nature of the health problems and needs. Prioritization shall result in the establishment of at least three priority health needs.

2) A community health needs assessment shall contain:

A) A statement of purpose of the community health needs assessment that includes a description of how the assessment will be used to improve health in the community.
B) A description of the community participation process, a list of community groups involved in the process, and method for establishing priorities.

C) A description of the health status and health problems most meaningful for the community in the data groupings designated by the Department, which are: demographic and socioeconomic characteristics; general health and access to care; maternal and child health; chronic disease; infectious disease; environmental/occupational/injury control; and sentinel events.

D) A description of the process and outcomes of setting priorities.

E) A statement that the SHIP was reviewed, including a description of the alignment or nonalignment between the priority health needs of the applicable local public health jurisdiction, as identified by the local health department, and the priorities to improve the public health system, as set forth by the SHIP.

b) Investigate the occurrence of adverse health effects and health hazards in the community by conducting timely investigations that identify the magnitude of health problems, duration, trends, location and populations at risk.
c) Advocate for public health, build constituencies and identify resources in the community by
generating supportive and collaborative relationships with public and private agencies and constituent
groups for the effective planning, implementation and management of public health activities. The local
health department shall:

1) develop and strengthen communication with units of government, health-related organizations,
health providers, citizens and news media;

2) meet at least annually with representatives of health-related organizations within its jurisdiction
to define inter-organizational roles and responsibilities; and

3) disseminate health reports that have been developed by the local health department to the
board of health, county board or other legislative bodies within its jurisdiction, the media and the public.

d) Develop plans and policies to address priority health needs by establishing goals and objectives
to be achieved through a systematic course of action that focuses on local community needs and
equitable distribution of resources, and involves the participation of constituents and other related
governmental agencies. Develop a community health plan that addresses at least three priority health
needs, identified pursuant to Section 600.400, during each certification period.
1) The local health department shall include in its community health plan an analysis to establish risk factors and contributing factors for each priority health need, to determine the adequacy of existing resources, and to identify population groups at risk of poor health status within the local health department's jurisdiction.

2) The community health plan shall present measurable objectives and strategies for intervention for each priority health need.

3) The local health department shall utilize community participation to assist in the development of the community health plan.

4) In jurisdictions where a board of health exists pursuant to Section 5-25012 of the Counties Code, Division 16 or 17 of the Illinois Municipal Code, or the Public Health District Act, the local health department shall present the community health plan to the board of health for its review. A community health plan shall be adopted by the board of health.

5) The local health department shall submit the community health plan to the Department. The plan shall contain:
A) A statement of purpose of the community health plan that includes how the plan will be used to improve the health of the community;

B) A description of the process used to develop the community health plan;

C) A description of each priority, including the importance of the priority health need, summarized data and information on which the priority is based, the relationship of the priority to Healthy People national health objectives, and factors influencing the level of the problem (e.g., risk factors, contributing and indirect contributing factors);

D) At least one measurable outcome objective covering a three or more year time frame related to each priority health need;

E) At least one measurable impact objective related to each outcome objective; and
F) At least one proven intervention strategy to address each impact objective. The description should include a discussion of: community resources that will contribute to implementation; estimated funding needed for implementation; and anticipated sources of funding.

e) Manage resources and develop organizational structure through the acquisition, allocation and control of human, physical and fiscal resources, and maximizing the operational functions of the local public health systems through coordination of community agencies' efforts and avoidance of duplication of services.

1) The local health department shall, at least once every five years, perform an organizational capacity self-assessment that meets the requirements set forth in Section 600.410. The local health department shall provide the Department with a statement signed by an authorized representative indicating that the organizational capacity self-assessment was completed by the local health department and reviewed by the board of health.

2) The local health department shall maintain a current organizational chart that includes all functional elements of the organization and their relationship to each other.

3) The local health department shall maintain current written job descriptions, minimum qualifications for each position, and written plans or policies regarding staff recruitment, selection, development and retention.
4) The local health department shall notify the Department in writing within 10 business days after the effective date of the termination, resignation or leave of absence of the public health administrator or other personnel required under Subpart C.

f) Implement programs and other arrangements assuring or providing direct services for priority health needs identified in the community health plan by taking actions that translate plans and policies into services.

g) Evaluate programs and provide quality assurance in accordance with applicable professional and regulatory standards to ensure that programs are consistent with plans and policies, and provide feedback on inadequacies and changes needed to redirect programs and resources.

1) The local health department shall conduct periodic reviews of programs, services and personnel to demonstrate compliance with applicable professional and regulatory standards.

2) The local health department shall conduct monitoring of programs to assess achievement of mandated programs and progress towards meeting community health objectives as stated in the community health plan.
h) Inform and educate the public on public health issues of concern in the community, promoting an awareness about public health services availability and health education initiatives that contribute to individual and collective changes in health knowledge, attitudes and practices towards a healthier community.

i) Documentation of each activity conducted pursuant to Subpart D shall be available for review by the Department upon request.

j) The results of the PHAB Accreditation including the community health assessment, organizational capacity or strategic plan and the health plan may be used to meet the corresponding requirements of the certification process as long as the documents are not duplicated from the previous recertification cycle.

(Source: Amended at 41 Ill. Reg. 3454, effective March 9, 2017)
Section 600.100 Statement of Purpose

a) This Part has been developed by the Illinois Department of Public Health, in collaboration with the Illinois Association of Public Health Administrators, the Illinois Association of Boards of Health, the Illinois Public Health Association, and the University of Illinois School of Public Health. This Part sets forth requirements for local health departments to be certified by the Department and applies to all local health departments in the State that are conducting or intend to conduct and complete such requirements.

b) The Department is committed to the mission of public health – to fulfill society's interest in assuring conditions in which people can be healthy. Because of this commitment, the Department has the responsibility to assure that quality public health services are delivered to Illinois citizens. Where possible, it is in the best interest of Illinois citizens to have public health services delivered at the local level by a local health department. A certified local health department is a local governmental agency that carries out the core functions of public health, assessment, policy development, and assurance, within its jurisdiction. Any local health department currently recognized by the Department will be eligible to seek certification. Performance of the core public health functions is the unique feature that distinguishes a certified local health department from any other public health provider in a local area. The practice standards, included in this Part, are activities that demonstrate a local health department is fulfilling the core functions of public health.

c) Certification is an eligibility requirement for Local Health Protection Grants awarded by the Department. The Department will make other Department grants available to certified local health departments, and the Department will give preference to certified local health departments for certain grants.

(Source: Amended at 41 Ill. Reg. 3454, effective March 9, 2017)
Memorandum

To: Honorable Mayor Hagerty and Members of the City Council

From: Richard Eddington, Chief of Police
       Joseph Dugan, Deputy Chief of Police
       Louis Gergits, Manager of Budget and Finance

Subject: 2019 Proposed Budget

Date: October 23, 2018

Question: Please provide an outline of educational/training cost allotment, health club cost, uniform cost, and equipment cost.

Response:

Health Club Cost
• Cost per visit: $1.55
• Total annual cost for department: $4,000

Uniform Cost
• Cost of uniform and equipment for new recruits: approximately $5,500
• Annual uniform allowance for sworn personnel: $1,000
• Annual uniform allowance for service desk officers/telecommunicators: $1,000

Training Cost
• Cost of Police Academy Training for new recruit: $3,500
• Total 2018 training budget for the Police Department: $127,890
• Budgeted allocation of training budget per sworn officer: $770
• Training expenditures for officers are based on individual needs and duty assignment.

Equipment Cost
• Total 2018 equipment budget for the Police Department: $54,790
• Budgeted allocation of equipment budget per sworn officer: $330
To: Honorable Mayor Hagerty and Members of the City Council

From: Budget Team

Subject: 2019 Proposed Budget

Date: October 23, 2018

Question: Please provide an update on the City’s Apprentice Program.

Response: Below is the list of Evanston residents that have participated in the apprentice program and their status.

2009
Daniel Cullen – Hired in 2012 as a Water Worker I Distribution / Sewer. He is currently on eligibility list for Water Worker III.
William Reed – terminated.

2011
Mark McIntosh – Hired in 2011 as a Water Worker III. He was promoted to Crew Leader in 2016.
Bruce King – terminated.
Brandon Pommells – terminated.

2013
Pablo Sarinana – Hired in 2014 as Water Worker I Distribution / Sewer. He was promoted to Water Worker III in 2017.
John Bryan Evans – Hired in 2014 as Water Worker I Pumping.
Julio Pacheco – Completed apprenticeship program, did not obtain full time position.

2015
Eric Houston – Left program for full time position in Glenview PW department.
Eddie Harrison – Completed apprenticeship program, did not obtain full time position.
Brennan McCarthy – Left program for personal reasons.
2016
Louis Coy – Hired as Equipment Operator II Environmental Services in October 2017. Did not pass probationary period and was let go in February 2018.
Dante Henley – Hired as Public Works Maintenance Worker II Environmental Services in June 2018.

2017
Curtis Evans – Hired as a Water Worker I in Filtration in April 2018.
Erick Liddell – Continuing as an apprentice.
James Nickel – Continuing as an apprentice.
Kevin Villegas – Continuing as an apprentice.

2018
General fund funding for apprentices to work in Public Service Bureau was eliminated due to budget cuts. Apprentices are only funded from the Water Fund and Sewer Fund.

Interviews to hire an apprentice, to fill the vacant position created when Mr. Evans was hired, have taken place and a job offer should be made soon to the top candidate.

2019
Staff will start the process to fill two, 1-year water plant operator apprentice positions in the first quarter of 2019.
To: Honorable Mayor Hagerty and Members of the City Council
From: Budget Team
Subject: 2019 Proposed Budget
Date: October 24, 2018

Question: Sewer decrease and water increase; explain how these revenues are used and how proposed increase/decrease in fees work (how are we able to charge more for water and less for sewer)

Response:
Sewer rate decreases are feasible because debt services from low interest loans acquired between 1991 and 2008, during the construction of the Long Range Sewer Improvement program, gradually retire each year.

The additional revenue generated from water rate increases are primarily used to increase the cash balance in the water fund which is then applied to fund the water main replacement program. Staff has been proposing water rate increases equivalent to sewer rate decreases to make the rate adjustments neutral to property owners, while improving the cash balance in the water fund.

Sewer Fund Analysis:
Approximately 40% of the sewer fund budget is for debt service. The vast majority of this debt service is a result of borrowing funds for the City’s $210 million Long Range Sewer Improvement program. Final debt service payments for two IEPA loans were made during 2018, reducing the annual debt service amount by over $760,000.

The sewer user charge was raised to its maximum rate of $3.94 per billing unit in March 2004 and stayed at this level until the first reduction occurred in 2017. The sewer user charge was reduced by 3% (to $3.82) in 2017 and 4% (to $3.66) in 2018. Staff is recommending a 7.5% (to $3.39) reduction in 2019.

Staff uses a cost of service analysis to determine that the sewer user charge could be reduced and still provide sufficient operational and capital funding while allowing the sewer fund to maintain a minimum cash balance of $2,500,000, provide funding for rehabilitation of 1% of the combined sewer system and implement storm water management improvements. The sewer fund takes advantage of low interest loans
from the IEPA to fund major improvements, such as rehabilitating large diameter sewer mains, but all other capital projects are being funded by cash from the sewer fund.

Water Fund Analysis:
The increases in the water rates primarily go towards funding the annual water main replacement program. The goal of the water main replacement program is to replace one percent of the City owned water mains annually. This equates to replacing 1.5 miles of water main per year with an annual cost of approximately $3,600,000. Staff recommends this program continue to be implemented due to the age of the City’s water distribution system, with 32% of the water mains being more than 100 years old and another 25% being more than 80 years old. The average life expectancy of cast iron water main pipes is 125 years.

Staff utilizes a cost of service model to perform an analysis of the water fund. This analysis takes into consideration all revenues, operational expenses and capital expenses while meeting the goals of maintaining a minimum cash balance of $3,500,000 and keeping the debt service to less than 25% of the operating expenses. In order to meet these goals, it became apparent that the annual water main replacement program should be funded by water fund cash rather than selling bonds abated by the water fund.

Unlike projects completed at the water plant, where project costs can be shared with the wholesale water customers, costs associated with most water main improvements must be borne by the Evanston rate payers. The majority of water mains being replaced are less than 10-inches in diameter and do not provide any benefit to the wholesale water customers and therefore the cost to replace them cannot be shared with the wholesale water customers.

Because sewer rates were increased significantly between 1991 and 2004, as a result of the Long Range Sewer project, staff did not raise water rates during that time period. However, operating costs in the water fund continued to increase due to natural inflation. In addition, per capita water use in the United States and in Evanston declined over the same time period. In order to balance the water fund without any rate increases, many substantial capital improvements were deferred.

In 2011 the City began enacting a program of controlled water rate increases in order to balance the Water Fund. Once the Sewer Fund debt service began to decrease, it became possible to offset the water rate increases with sewer rate decreases so that they would be cost neutral to the rate payers.