CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, December 10, 2018

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

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Rue Simmons

(II) Mayor Public Announcements and Proclamations

(III) City Manager Public Announcements

• Introduction of Evanston Police Department Commanders and Sergeants
• Retirement of Martha Logan, Community Engagement Manager
• Retirement of Richard Eddington, Chief of Police

(IV) Communications: City Clerk

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

**SPECIAL ORDERS OF BUSINESS**

(SP1) **2019 City Council Goals**
City Manager requests that City Council continue its discussion of Council goals for 2019.

*For Action*

(SP2) **Application for Appeal to City Council of Preservation Commission Decision Denying Certificate of Appropriateness for demolition of the Harley Clarke Mansion and Coach House at 2603 Sheridan Road**
The City Council may make a motion to accept the application for appeal. If a motion is made and adopted, the City Council shall affirm, modify or reverse the decision of the Preservation Commission within forty-five (45) days. If no motion to accept the application for appeal is made, the decision of the Commission shall be final.

*For Action*

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

**CONSENT AGENDA**

(M1) **Approval of Minutes of the Regular City Council Meeting of October 29, 2018, November 5, 2018, November 12, 2018 and November 19, 2018.**

*For Action*

**ADMINISTRATION & PUBLIC WORKS COMMITTEE**

(A1) Payroll – October 29, 2018 through November 11, 2018  $ 2,965,372.47
Payroll – November 12, 2018 through November 25, 2018  $ 2,874,863.60
Bills List – November 27, 2018  $ 3,921,011.32
Bills List – December 11, 2018  $23,336,386.14

*For Action*
(A2) **Purchase of Insurance/Renewals – Property, Excess Liability & Excess Worker's Compensation for Fiscal Year 2019**  
City staff recommends approval to purchase the outlined policies at a total cost of $556,524. The policies will renew all insurance coverage for the City of Evanston for Fiscal Year 2019. Both insurance brokers are in the third year of a three-year contract award to place insurance coverages. Premium quotations received reflected the tightening of insurance markets across all sectors. There was a slight increase in cumulative total pricing for all policies by $680, which excludes the workers compensation and the new policy for environmental liability. Funding will be from the following funds: Insurance Fund Account 605.99.7800.62615 in the amount of $525,000; and Workers’ Compensation Fund Account 605.9978000.66044 in the amount of $130,000.  
**For Action**

(A3) **2018 Post Bond Issuance Report**  
Staff recommends the City Council review and place the 2018 Post Bond Issuance Report on file.  
**For Action: Accept and Place on File**

(A4) **Contract with Amber Mechanical Contractors, Inc., for Chandler-Newberger Center HVAC Improvements Phase II**  
Staff recommends City Council authorize the City Manager to execute a contract for the Chandler-Newberger HVAC Improvements Phase II Project with Amber Mechanical Contractors, Inc., (11950 S. Central Ave., Alsip, Illinois) in the amount of $362,000.00. This project will be funded from the Capital Improvement Fund which has an available budget of $565,000 for this project. A further breakdown of funding can be found on the corresponding transmittal memorandum.  
**For Action**

(A5) **Contract with Landmark Contractors, Inc. for Sherman Avenue Improvements**  
Staff recommends City Council authorize the City Manager to execute a contract award for the Sherman Avenue Improvements Project (Bid #18-50) with Landmark Contractors, Inc. (11916 W. Main Street, Huntley, Illinois 60142), in the amount of $825,071.84. Funding is available through the Washington National TIF in the amount of $900,000 (Account No. 415.40.4218.65515-418028). This improvement is being funded from projected savings in the Fountain Square construction project and through the use of additional available funds in the Washington National TIF fund.  
**For Action**
(A6) **Three-Year Contract with Silk Screen Express, Inc. for AFSCME Uniforms**
Staff recommends the City Council authorize the City Manager to execute a purchase order in response to Bid #18-58 to award the 2019-21 AFSCME Uniform Contract to Silk Screen Express, Inc. (7611 W. 185th Street, Tinley Park, IL 60477) for a term of three years with a not to exceed amount of $187,500.00. Funding for 2019 will be from Public Works Agency- Clothing Fund (Account 100.40.4105.65020) with a FY19 YTD balance of $62,500.

For Action

(A7) **Contract for Emergency Purchase and Installation of Equipment and Services for a Fire Suppression System at Service Center – Data Center with Phoenix Fire Systems**
Staff recommends City Council authorize the City Manager to execute an agreement for the emergency purchase of equipment and services to install a Kidde-Fenwal Novec 1230 Clean Agent Fire Suppression System at 2020 Asbury Service Center -Data Room with Phoenix Fire Systems (744 Nebraska Street, Frankfort, IL 60423) in the amount of $34,945.00. This project will be funded from the Capital Improvement Fund 2018 General Obligation Bonds (Account No. 415.40.4118.65515 - 618033). This will use funding set aside for Facilities Contingency, with a budget of $275,000 in FY 2018 and $120,039 remaining.

For Action

(A8) **Sole Source Purchase of Equipment from Dell Technologies for Data Center Operations Infrastructure Upgrade**
Staff recommends City Council authorize the sole source purchase of three Dell PowerEdge servers, two EMC storage area network appliances, and additional related equipment from Dell Technologies (1 Dell Way, Round Rock, TX, 78682) in the amount of $141,173.44. This purchase enables IT to replace failing infrastructure in the city’s data center that support critical City services. Funding is provided by Capital Improvement Fund in the amount of $50,000 in 2018 General Obligation Bonds and $91,173 from the 2019 Capital Improvement Fund using funding approved in the FY 2019 Adopted Budget.

For Action

(A9) **2019-2021 Renewal of Building Automation Service Agreement for HVAC Systems with Schneider Electric**
Staff recommends City Council authorize the City Manager to execute a three-year, single source service agreement for the Building Automation System (BAS) with Schneider Electric (17475 Palmer Blvd., Homewood, IL 60430) in the amount of $36,167.00 for FYI 2019, $37,005.00 for FYI 2020 and $37,869.00 for FYI 2021 to cover hardware/software and service visits for HVAC systems in 16 City buildings and properties. Initially in 2019 this is about a 27% increase from 2018 due to the addition of coverage for 8 more locations. In following years 2020 and 2021 this is less than a 3% increase each year. Funding will be from the Facilities Fund (Account 100.19.1950.62509).

For Action
(A10) **Second One-Year Extension for the Management and Operations of Three Self-Park Facilities with SP+ Municipal Services**
Staff recommends that City Council authorize the City Manager to extend the contract for the Management and Operations of three City owned Self-Park Facilities to SP+ Municipal Services (200 East Randolph Street, Suite 5475, Chicago, IL 60601) in the amount of $1,530,198 for 2019 with no additional extensions (RFP #15-65). Funding for the contract will be provided by the following Parking Fund accounts: Church Street Garage (505.19.7025.62400); Sherman Avenue Garage (505.19.7036.62400); and Maple Avenue Garage (505.19.7037.6240).

For Action

(A11) **Resolution 111-R-18, One-Year Lease Agreement for Office Space at the Lorraine H. Morton Civic Center**
Staff recommends City Council adoption of Resolution 111-R-18 authorizing the City Manager to negotiate the lease of office space with Evanston Development Cooperative (EDC) at the rate of $324.50 per month for 12 months beginning January 2, 2019 for 275 square feet of space on the third floor of the Civic Center, Suite 3601.

For Action

(A12) **Resolution 107-R-18, Eight-Month Lease Renewal with Mudlark Theatre for Space at the Noyes Cultural Arts Center**
Staff recommends City Council approval of Resolution 107-R-18 authorizing the City Manager to enter into an agreement for an eight (8)-month renewal lease with Mudlark Theatre for space at the Noyes Cultural Arts Center. The monthly rental rate is $3,183.62, which includes a 2% increase from 2018 rates.

For Action

(A13) **Resolution 108-R-18, Nine-Month Lease with Evanston Children’s Choir for Studio Space at Noyes Cultural Arts Center**
Staff recommends City Council approval of Resolution 108-R-18 authorizing the City Manager to enter into an agreement for a nine (9)-month renewal lease with Evanston Children’s Choir for studio space at the Noyes Cultural Arts Center. The monthly rent rate is $1,362.92, which include a 2% increase from 2018 rates.

For Action

(A14) **Resolution 106-R-18, Twelve-Month Lease Agreements for Studio Space at Noyes Cultural Arts Center**
Staff recommends City Council approval of Resolution 106-R-18 authorizing the City Manager to enter into twenty-two (22) renewal agreements for a twelve (12) month lease for the artist leases for studios at the Noyes Cultural Arts Center. Fees include a two percent (2%) rental rate increase from 2018 rates.

For Action
(A15) **Resolution 110-R-18, Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC**

Staff recommends City Council approval of Resolution 110-R-18, “Authorizing the City Manager to Amend the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC” The first amendment to the contract, executed in July 2018 established an approval period which expires at 5:00 p.m. Central Time on December 12, 2018.

*For Action*

(A16) **Resolution 109-R-18, Authorization to Negotiate and Execute an Easement for Existing Sidewalk in the Alley Adjacent to 324 Dempster Street**

Staff recommends City Council adopt Resolution 109-R-18 authorizing the City Manager to execute an easement agreement with the property owner of 324 Dempster Street for a two-and-a-half feet wide by seventy five feet long easement in the alley adjacent to property. The easement would be granted for a 50 year period.

*For Action*

(A17) **Ordinance 121-O-18, Donation of Ambulance to the North Regional Major Crimes Task Force Organization**

Staff recommends that City Council adopt Ordinance 121-O-18, directing the City Manager to donate an ambulance owned by the City to the North Regional Major Crimes Task Force, Major Crash Assistance Team. This vehicle has been determined to be surplus as a result of a new vehicle replacement being put into service.

*For Introduction*

(A18) **Ordinance 122-O-18, Authorization to Negotiate a Redevelopment Agreement and the Sale of City Property at 2222 Oakton to Clark Street Real Estate, LLC**

Staff recommends City Council approval of Ordinance 122-O-18, “Authorizing the City Manager to Negotiate a Redevelopment Agreement and the Sale of City-Owned Real Property Located at 2222 Oakton Street with Clark Street Real Estate, LLC”. A two-thirds majority of City Council is required to adopt Ordinance 122-O-18. Due to the single meeting in December, City Manager requests suspension of the Rules for Introduction and Adoption at the December 10, 2018 City Council meeting.

*For Introduction and Action*
(A19) **Ordinance 153-O-18, Amending City Code Section 3-4-6(E) to Allow for Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces**

Liquor License Commissioner recommends City Council adoption of Ordinance 153-O-18, amending City Code Section 3-4-6(E) to allow for sale of alcoholic liquor greater than 6.76 fluid ounces and wine greater than 6.32 fluid ounces. **Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.**

**For Introduction and Action**

(A20) **Ordinance 154-O-18, Amending City Code Section 3-4-6(L) to Allow for Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces**

Liquor License Commissioner recommends City Council adoption of Ordinance 154-O-18, amending City Code Section 3-4-6(L) to allow for sale of alcoholic liquor greater than 6.76 fluid ounces and wine greater than 6.32 fluid ounces. **Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.**

**For Introduction and Action**

(A21) **Ordinance 155-O-18, Amending City Code Section 3-4-3(O) to Allow for Sale of Wine Greater than 6.32 Fluid Ounces**

Liquor License Commissioner recommends City Council adoption of Ordinance 155-O-18, amending City Code Section 3-4-3(O) to allow for the sale of wine greater than 6.32 fluid ounces. **Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.**

**For Introduction and Action**

(A22) **Ordinance 156-O-18, Increasing the Number of Class D Liquor Licenses for Lao Sze Chuan located at 1633 Orrington Avenue**

Local Liquor Commissioner recommends City Council adoption of Ordinance 156-O-18, amending Class D Liquor License from fifty-one to fifty-two for Fortune Cookie Group, Inc., d/b/a Lao Sze Chuan, 1633 Orrington Avenue. **Alderman Fiske requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.**

**For Introduction and Action**

(A23) **Ordinance 157-O-18, Increasing the Number of Class H Liquor Licenses for Colectivo Coffee located at 716 Church Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 157-O-18, amending Class H Liquor License from one to two for Colectivo Coffee Roasters, Inc., d/b/a Colectivo Coffee, 716 Church Street. **Alderman Fiske requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.**

**For Introduction and Action**
(A24) **Ordinance 161-O-18, Amending City Code Section 10-11-18 and 10-11-22 – Resident Parking Only Districts**

The Transportation/Parking Committee and Staff recommend City Council adopt Ordinance 161-O-18, amending City Code Section 10-11-18 Schedule XVIII(Q) and Section 10-11-22 Schedule XVIII(C), Residents Parking Only Districts, to for District S to become EVS District 3 with a review of the changes after six months to be presented to the Transportation/Parking Committee in the second half of 2019.

**For Introduction**

(A25) **Ordinance 150-O-18 Amending Section 9-2-3 (B) of the Evanston City Code, Increasing Fire Department Transport Fees**

City staff requests City Council adoption of Ordinance 150-O-18 amending Section 9-2-3 of the Evanston City Code, increasing the ambulance transport fees. Ordinance 150-O-18 was Introduced at the November 12, 2018 Administration & Public Works Committee and City Council, but was requested to return to the Committee for further discussion and final Action.

**For Action**

(A26) **Ordinance 132-O-18, Increasing the Number of Class D Liquor Licenses for Tuko Cantina at 817 University Place**

Local Liquor Commissioner recommends City Council adoption of Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (D) to increase the number of Class D Liquor Licenses from fifty-one (51) to fifty-two (52) and permit issuance of a Class D license to 817 University LLC, d/b/a Tuko Cantina located at 817 University Place.

**For Action**

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**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Vacation Rental License for 1516 Crain Street**

City staff recommends approval of a Vacation Rental License for the property located at 1516 Crain Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

(P2) **Ordinance 158-O-18, Extending the Time for Applicant to Obtain a Building Permit to Construct the Planned Development at 1815 Oak Avenue**

Staff recommends adoption of Ordinance 158-O-18 to extend the time for commencement of construction of the Planned Development at 1815 Oak Avenue, originally approved on July 25, 2016. The Ordinance would grant a one-year extension for building permit issuance to December 10, 2019. Alderman Braithwaite requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

**For Introduction and Action**
(P3) **Ordinance 139-O-18, Granting Major Variations at 1943 Sherman Avenue in the R5 General Residential Zoning District**
The Zoning Board of Appeals recommends denial and staff recommends approval of Ordinance 139-O-18 authorizing major variations for a 22' rear yard setback where 22.5' is required for a three-story stair, and an increase of zero additional parking spaces where 3 additional parking spaces are required for the conversion of a single family residence to a 3-unit multiple family residence in the R5 General Residential District.
**For Introduction**

(P4) **Ordinance 160-O-18, Granting Landmark Status to the Building and Lot of Record at 1225 Asbury Avenue**
The Preservation Commission and City staff recommend approval of Ordinance 160-O-18 Designating 1225 Asbury Avenue (building and lot) as an Evanston Landmark.
**For Introduction**

(P5) **Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue**
City staff recommends adoption and the Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief in the R1 Single Family Residential District. This item was held in committee at the November 12, 2018 Planning and Development Committee meeting. Since the meeting the applicant has met with staff and expressed that he would submit multiple revised options to construct a single family dwelling on the lot. The applicant intends to invite neighbors to a meeting with staff where the neighbors could offer input about the revised options prior to returning to the Planning and Development Committee in January. Therefore, staff recommends that the Planning and Development Committee table this item until January 14, 2019.
**For Introduction**

**HUMAN SERVICES COMMITTEE**

(O1) **Resolution 103-R-18, Designating the Portion of Emerson Street between Wesley Avenue and Asbury Avenue with the Honorary Street Name Sign, “Nathan Haliburton, Jr. Way”**
The Human Services Committee and staff recommend City Council adoption of Resolution 103-R-18, naming the portion of Emerson Street between Wesley Avenue and Asbury Avenue with the Honorary Street Name Sign, “Nathan Haliburton, Jr. Way.” Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate total cost to create all three signs is $200. Funds for these honorary street name signs will come from the 2019 Public Works Agency/Traffic Operations' Materials Fund (Account 100.40.4520.65115), which has a 2019 budget of $58,000.
**For Action**
(O2) **Resolution 105-R-18, Adopting the City of Evanston Climate Action and Resilience Plan**

Human Services Committee and staff recommend City Council approval of Resolution 105-R-18 adopting the Climate Action and Resilience Plan and the goals therein.

**For Action**

(O3) **Ordinance 152-O-18, Amending Title 8, Chapter 6, Food Service and Retail, Food Store Sanitation**

Human Services Committee and staff recommend City Council adopt Ordinance 152-O-18, amending Title 8, Chapter 6 of the Evanston City Code. This action will align the City Code to the State’s amendment to the Illinois Food Service Sanitation Rules and Regulations which mandates the adoption of the 2017 U.S Food and Drug Administration Code, FDA, and all subsequent editions and amendments for all Illinois local health departments. The State’s amendment will be effective January 2019, requiring Inspectors to conduct FDA based inspections at Evanston’s licensed food establishments.

**For Introduction**

**RULES COMMITTEE**

(O4) **Ordinance 140-O-18, Amending City Code Section 2-13-1, “Board Establishment and Composition” of the Animal Welfare Board**

Rules Committee and staff requests City Council adoption of Ordinance 140-O-18 amending Section 2-13-1 “Board Establishment and Composition” of the Animal Welfare Board, reducing the number of members from seven (7) to six (6), and the number of City Council members from two (2) to one (1).

**For Action**

**APPOINTMENTS**

(APP1) **For Appointment to:**

Housing & Community Dev. Act Committee - Hugo Rodriguez

Hugo Rodriguez is a 14-year resident of Evanston and is a licensed real estate broker with more than 30 years of experience. He currently serves on the Professional Standards Committee for the Chicago Association of Realtors as well as on the board of directors for Association House of Chicago, a non-profit organization providing multi-lingual programming and opportunities for educational and economic advancement. Hugo is an advocate for affordable housing and has worked with the City of Chicago on its Neighborhood Stabilization Program.
Parks, Recreation & Community Service Bd. - Daniel Featherson
Daniel Featherson is a 30-year resident of Evanston. As a managing broker with Sky High Real Estate, Daniel has considerable knowledge of the local real estate market and specializes in selling residential properties in Evanston. In addition to his work in real estate, Daniel also manages a youth football program in the city.

Parks, Recreation & Community Service Bd. - Tracy Long
Tracy Long is area vice president for Johnson Controls, a Fortune 500 company. She has lived in Evanston for more than two years, where her children are active participants in Evanston Parks, Recreation and Community Services and Library programming, including ecology camp and tennis camp. Tracy holds an MBA from the Stanford Graduate School of Business and a B.A. in Social Studies from Harvard College.

Parks, Recreation & Community Service Bd. - Edmund Moran
Edmund Moran served as Evanston’s 6th Ward alderman for 18 years, from 1991 to 2009. In addition to his service on the City Council, Edmund spent many years as a manager and coach of Evanston youth baseball teams, and served as president of the Evanston Youth Hockey Association. He holds a J.D. from Loyola University Chicago Law School and a B.A. from the University of Notre Dame.

For Action

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

(IX) Executive Session

(X) Adjournment

MEETINGS SCHEDULED THROUGH DECEMBER 2018
Upcoming Aldermanic Committee Meetings

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<thead>
<tr>
<th>Date</th>
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<tr>
<td>12/13/2018</td>
<td>9:30 AM</td>
<td>Joint Review Board Meeting</td>
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<td>12/18/2018</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
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<td>12/19/2018</td>
<td>6:30 PM</td>
<td>M/W/EBE Development Committee</td>
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<td>12/20/2018</td>
<td>6:30 PM</td>
<td>Equity &amp; Empowerment Commission</td>
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Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager

Subject: 2019 City Council Goals

Date: December 4, 2018

Recommended Action
The City Manager requests that the City Council continue its discussion of Council goals for 2019. Attached are the 2018 City Council Goals.

In addition, the City Council will provide the City Manager with direction on objectives to be implemented in 2019 in January, 2019.

Attachments
2018 City Council Goals
2018 City Council Goals

- Invest in City Infrastructure and Facilities
- Enhance Community Development and Job Creation Citywide
- Expand Affordable Housing Options
- Further Police/Community Relations Initiatives
- Ensure Equity in All City Operations
- Stabilize Long-term City Finances

Mission Statement
The City of Evanston is committed to promoting the highest quality of life for all residents by providing fiscally sound, responsive municipal services and delivering those services equitably, professionally, and with the highest degree of integrity.

Vision Statement
Creating the Most Livable City in America

Organizational Values
- Excellent Customer Service
- Continuous Improvement
- Integrity
- Accountability
For City Council meeting of December 10, 2018

Item SP2

Appeal to City Council of Preservation Commission Decision Denying Certificate of Appropriateness for demolition of the Harley Clarke mansion and coach house at 2603 Sheridan Road

For Action

Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Carlos Ruiz, Senior Planner/Preservation Coordinator

Subject: Application for Appeal to City Council of Preservation Commission Decision Denying Certificate of Appropriateness for demolition of the Harley Clarke mansion and coach house at 2603 Sheridan Road

Date: November 29, 2018

Recommended Action
The City Council may make a motion to accept the application for appeal. If a motion is made and adopted, the City Council shall affirm, modify or reverse the decision of the Preservation Commission within forty-five (45) days. If no motion to accept the application for appeal is made, the decision of the Commission shall be final.

Livability Benefits
Built Environment: Provide compact and complete streets and neighborhoods
Education, Arts, and Community: Preserve and reuse historic structures and sites

Summary
At its October 23, 2018 special meeting, following Wally Bobkiewicz's presentation on behalf of the City of Evanston, public comments and discussion, the Preservation Commission voted 10-0 to deny a Certificate of Appropriateness for the demolition of the Harley Clarke mansion and coach house at 2603 Sheridan Road, a designated Evanston landmark and located within the Northeast Evanston Historic District, listed in the National Register of Historic Places.

Staff submits the Preservation Commission's findings, adopted November 13, 2018, and the application for Appeal, filed November 20, 2018.

Pursuant to City Code Subsection 2-8-8(G), "Appeals," the City Council may make a motion to accept the application for appeal and subsequently affirm, modify or reverse the decision of the Commission within forty-five (45) days. If no motion to accept the
application for appeal is made, the decision of the Commission shall be final.

Attachments
- Application for Appeal submitted by Wally Bobkiewicz, City Manager, on November 20, 2018
- Preservation Commission findings, adopted November 13, 2018
- Link to the Commission’s findings with materials submitted prior to and at the October 23, 2018 special meeting: 2603 Sheridan Findings & Materials (takes several seconds to download)
- Draft Preservation Commission special meeting minutes, October 23, 2018
- Draft Preservation Commission meeting minutes (Excerpt), November 13, 2018
Notice of Appeal from Evanston Preservation Commission's Decision

1. Street address of subject property: 2603 Sheridan Rd. Evanston

2. Parcel's Identification Number (lot of record): 05-35-408-018-0000

3. Appellant/Property Owner's name(s): City of Evanston
   Mailing Address: 2100 Street Name Ridge Ave
   City: Evanston Zip Code: 60201
   Phone Number: 847-866-2936 Email: citymanagersoffice@cityofevanston.org

4. Appellants interest in subject property (owner, contract purchaser, etc.) if any:
   Owner

5. If you are other than Owner of Record, you must also submit an affidavit setting forth the name(s) and address of the owner(s) of record, based either on your personal knowledge or based on records specified in the affidavit.

6. Is the subject property an Evanston Landmark? Yes ☑, No ☐

7. Is the property in a Historic District? Yes ☑, No ☐

8. If Yes: Lakeshore ☐ Ridge ☐ Suburban Apartment Building ☐
   Northeast Evanston ☑
   Local District ☐ National Register ☐

9. Legal description of the subject property:
   See attached exhibit titled, "ALTA/ACSM Land Title Survey."

10. A copy of any letters denying the request or proposal from which you wish to appeal should be attached.
11. What aspect(s) of the Preservation Commission's decision are you appealing?


☐ Determination of the facts.

☐ Other

Please explain: (Include attachments when necessary)

Please see attached

________________________________________________________________________

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12. If you are appealing an interpretation of the Historic Preservation Ordinance, what provision(s) is/are in question? (Include attachments when necessary)

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<th>Section:</th>
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13. What do you contend?

☐ The proper interpretation of the Historic Preservation Ordinance.

☒ The proper interpretation of the facts.

☐ Other.

Please explain:
The facts as applied to the standards are not in line with the intent of the Historic Preservation Ordinance. While the Owner acknowledges that the property has been a long standing building within the Northeast Evanston Historic District, it is not reflective of any one type of significant architectural style within the bounds of the district.

14. In what way are you aggrieved (harmed) by the interpretation and/or determination of the Evanston Preservation Commission?
The Owner cannot move forward with its proposal to demolish the Harley Clarke mansion with the current interpretation and determination of the Evanston Preservation Commission. The Owner must maintain the Subject Property at an exorbitant cost that is financially burdensome on the City.

I (We) certified that all of the above statements are true to the best of my (our) knowledge and belief. (If there are joint appellants, all must sign)

Wally Bobkowski
Wally Babcock

Name of Appellant (print) Signature Date

Name of Appellant (print) Signature Date

Name of Appellant (print) Signature Date

IMPORTANT REMINDER: This appeal application must be submitted within thirty (30) days of the Commission's denial. Submit to the Preservation Coordinator, 2100 Ridge Avenue, Evanston, IL 60201, (847) 448-8687; cruiz@cityofevanston.org

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11.

The Owner contends that the Preservation Commission's decision to unanimously deny the certificate of appropriateness ("COA") for the demolition of the property located at 2603 Sheridan Road, Evanston, IL (commonly referred to as "Harley Clarke' or the "Subject Property"), was incorrect due to the Preservation Commission's interpretation of the Standards for Review of Applications for Certificate of Appropriateness. More specifically, the Preservation Commission misinterpreted City Code Section 2-8-9(D)(1), which states: "Whether the property, structure or object is of such historic, cultural, architectural or archaeological significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the State." The Harley Clarke mansion and coach house are not a prime example of one particular architectural style or design. The architectural design of the mansion/coach house can be reproduced and are not unique; the Owner believes that the structure as it stands does not raise to the standard required by the City Code.

Additionally, the Owner believes that the Preservation Commission misinterpreted City Code Section 2-8-9(D)(2), which states: "Whether the property, structure or object relates to the distinctive historic, cultural, architectural or archaeological character of the district as a whole and should be preserved for the benefit of the people of the City and the State." The Owner believes that the Northeast Evanston Historic District would not be harmed with the demolition of the Harley Clarke mansion.

Furthermore, the current physical condition of the Subject Property imposes a financial burden on the Owner to update the physical assets to standards required by building, plumbing, and electrical codes for safety reasons and can be deemed to create a hazardous condition to individuals on the Subject Property. These issues speak to the misinterpretation of City Code Section 2-8-9(D)(5), which states: "Whether the property, structure or object is of such physical condition that it represents a danger and imminent hazard condition to persons or property and that retention, remediation, or repair are not physically possible or require great difficulty and/or expense."
EXHIBIT A:

ALTA/ACSM Land Title Survey
EXHIBIT B:

Responsive to Question 10, please see attached link with the 2623 Sheridan Findings Approved on 11/13/2018:

https://www.cityofevanston.org/home/showdocument?id=45104
EVANSTON PRESERVATION COMMISSION

FINDINGS ON APPLICATION OF CERTIFICATE OF APPROPRIATENESS
FOR THE DEMOLITION OF THE HARLEY CLARKE MANSION
AND COACH HOUSE AT 2603 SHERIDAN ROAD

November 13, 2018

APPLICANT’S PRESENTATION

On October 23, 2018, Wally Bobkiewicz, City Manager, presented the application for certificate of appropriateness for demolition of the Harley Clarke mansion and coach house at 2603 Sheridan Rd. an Evanston landmark located within the Federal Northeast Evanston Historic District.

City Manager Bobkiewicz provided a brief history of the property:

- 1927 - House built. Harley Clarke lived there.
- 1965-2015 – City purchased the property and leased the mansion to the Evanston Arts Center (EAC).
- 2011 – City Council directed City Staff to identify other uses for the mansion
- 2012-2013 – The City issued an RFP for the use of the property. The City received one response from Tawani to purchase and renovate the property. In 2013 the City Council rejected the proposal.
- 2013-2015 – The Illinois Department of Natural Resources (IDNR) approached the City about relocating state programs to Harley Clarke; change in governorship resulted in request being withdrawn.
- 2015 - Citizens Committee was formed to study uses for the mansion. Report is made to City Council. City Council discontinued any further discussions.
- 2016 - City Council approves proposal for City to keep property and allocate $250,000 for improvements. Those funds were not used for improvements to the mansion but instead were used for repairs to the two Fog Houses adjacent to the Harley Clarke property. Harley Clarke Planning Committee was formed to discuss next steps.
- 2017 - RFPs Issued Seeking Qualified Non-Profit Entity to lease the mansion; One response received from Evanston Lakehouse and Gardens (ELHG)
- 2018 – City Council rejected the lease.
- June – August 2018 - Evanston Lighthouse Dunes (ELD) proposes to fund demolition of the Harley Clarke Mansion and Coach House in an amount not to exceed $400,000. City Council approves a Memo of Understanding (MOU) with ELD and proceeds with filing the Certificate of Appropriateness application required to demolish the mansion.

City Manager Bobkiewicz continued presenting the standards for review of demolition in the City Code Title 2, Section 2-8-9 (D) 4.
● The Harley Clarke mansion and coach house are not prime examples of one particular architectural style or design.
● The design can be reproduced, which is a standard that permits demolition.

And City Code Title 2, Section 2-8-9 (D)
● The buildings require a significant amount of financial expenditures to resolve current property code violations.
● Financial hardship must be considered as reason for demolition.

City Manager Bobkiewicz listed the building’s physical deteriorating condition and building code deficiencies as follows:

DETERIORATING CONDITION
• Evanston Arts Center did not perform the necessary maintenance, repair or renovation work needed to keep the mansion in proper working condition.
• Main house remains vacant; the coach house is in extremely deteriorated condition.
• Current state presents a danger to persons inhabiting or visiting the property.
• A 2012 & 2015 building inspection identified multiple mechanical and plumbing code violations resulting in repair estimates from $430,000 to $600,000. Repairs would only make the house code-compliant as a single family home. Achieving building code compliance for a new stated use would trigger additional repairs/remodeling based on that specified use (ex. bathroom count per floor, accessibility, etc.)

MECHANICAL AND PLUMBING CODE VIOLATIONS
Walk through inspection was conducted to assess plumbing and mechanical systems on November 6, 2015. The following violations were identified:
• RPZ backflow preventer is leaking.
• Likely require boiler replacement and new radiator on third floor.
• Second and third floor bathroom remodel to meet ADA requirements.
• Suspected asbestos in basement boiler mains.

ELECTRICAL CODE VIOLATIONS
• Replace all painted and worn lighting switches and receptacle devices.
• Open wiring found on all levels of the property, including missing junction box covers, lighting outlets, and Wiremold raceway fittings.
• Provide Ground Fault Circuit Interrupter for all receptacles within 6’ of water.
• Replace incandescent track lighting and fluorescent fixtures with high efficacy luminaires.
• Repair ungrounded receptacles on first and second floors. Need to identify issue for missing ground and fix or risk an electrical fire.

City Manager Bobkiewicz concluded his presentation citing City Code Section 2-8-9(D) 6:
• The demolition of the buildings will result in open lakefront land which will restore the original condition of the property to its natural state.
• Represents the lakeshore in the early days when no buildings were present.

Per the City's application Section B (1):
"Further, the buildings in their current state present a danger to persons inhabiting or visiting the property. There are multiple property code violations that require a significant amount of financial expenditure to resolve. This financial burden and hardship must be considered with the demolition proposal as set forth in City Code 2-8-9 (D) (5). For your review, this application also submits correspondence which highlights a series of property issues, although the items listed are not exhaustive of all building code issues. To reiterate, remediating or repairing these requires great difficulty and expense."

PUBLIC COMMENT
The Commission heard the comments of 37 people who spoke against the demolition of the mansion and the coach house and the comment of one person in favor of the demolition.

Chair Williams acknowledged receipt of written communications in favor of retaining the mansion and/or denial of the certificate of appropriateness for demolition from: Aaron Packman (Professor of Civil Engineering at Northwestern); Beth Lange; Allison Toonen-Talamo and Sebastian Koprowski; Paul Janicki; Sara Schastok; Bonnie McDonald (Landmarks Illinois); Alan Leder, Former Executive Director of the Evanston Arts Center; Anne Sullivan, Program Chair in Historic Preservation of the Art Institute; Preservation League of Evanston (Mary Brugliera, Paul Janicki, Emily Guthrie and Sheryl Connelly); Neal Vogel from Restoric; Brad White; Charles Birnbaum (Cultural Landscape Foundation); Jack Weiss (Design Evanston); Jennifer Sandy (National Trust for Historic Preservation); Mario Machnicki (US Heritage Group); Mark Sloan (Central Street Neighbors Association); Peter DeMuth (Southeast Evanston Association); Michelangelo Sabatino (Dean of the IIT College of Architecture); and Peter Babaian (Simpson Gumpertz & Heger).

The public comments included presentations by representatives of Landmarks Illinois detailing the significance of the Harley Clarke mansion and the physical conditions of the building. Additional comments were provided by architects, engineers, landscape architects, and preservation historians with familiar with the building as consultants to the City or as representatives of groups other than Landmarks Illinois. These professionals as well as local residents of the Harley Clarke area or other parts of Evanston highlighted the history and architectural features of the building and the surrounding gardens, and notable aspects of Mr. Harley Clarke’s career and importance. A summary of these comments follows:

• Bonnie McDonald, President and CEO of Landmarks Illinois. Her organization has assisted Evanston residents for four years to save the Harley Clarke mansion and develop a re-use plan. They urge the Commission to deny the
City’s request the COA to demolish the mansion. The Mansion is an Evanston designated landmark for which the City is charged with protecting. It is listed in the National Register of Historic Places. The City’s application is flawed and erroneously presenting that the buildings are a danger to persons and repairing it requires great difficulty or expense. There is no evidence to support this. The application describes the building in good working order and needing minor inexpensive repairs. An updated examination by appropriate experts is necessitated. A request to access the building with experts, architects, engineers, and contractors to examine the mansion’s interior and exterior condition was denied by City Council. Many experts will demonstrate this evening that the mansion continues to meet the Evanston landmark criteria and there is no cause to award a certificate of appropriateness (COA) for its demolition. Asked the Commission to vote to deny the demolition application

- Anthony Borich, Partner at Jenner & Block and an attorney representing Landmarks Illinois stated that access to the mansion and coach house should be provided to Landmarks Illinois experts, as had been noted by Bonnie McDonald and as denied by the City Council. objected to the proceeding; requested findings of the EPC, in writing, resulting from inspections by Commissioners conducted on October 20, 2018; do not believe assertions by CMO were supported.

- Lisa DiChiera, Director of Advocacy for Landmarks Illinois, citing Standards #1 and #2, indicated that demolition of Harley Clarke will result in a loss of heritage, architecture, and landscape and would set a poor precedent for historic preservation. Preservation of the mansion relates to jobs, economic investment and the environment

- Anne McGuire, AIA, Evanston architect with McGuire Igleski & Associates concurred with other comments. She testified that her firm had been hired in 2012 by the City of Evanston to assess the Harley Clarke property and evaluate code compliance. No major deficiencies were found and, in conclusion, she felt that the mansion is safe and repairable

- Stuart Cohen, FAIA, Evanston architect with Cohen & Hacker Architects LLC, architectural historian and Professor Emeritus of Architecture at UIC, read a statement from Susan Benjamin, noted North Shore architectural historian, in opposition to the proposed demolition. Harley Clarke is one of 42 properties included in the book “North Shore Chicago: Houses of the Lake Front Suburbs”, which include an essay devoted to the Harley Clarke house

- Julia Bachrach, historian and preservation planner, stated that demolition should be denied based on 4 standards, Furthermore, that the Jens Jensen’s landscape is among one the most important historic landscapes resources that remain today

- Audrey Niffenegger, former student and instructor at the Evanston Art Center, stated that Harley Clarke is an important cultural and history place for artists

- Tom Hodgman, Board President of Evanston Lake House and Gardens (ELHG) spoke of the cultural significance and future of the mansion. That his group had 1500 supporters, over 140 donations to re-use the mansion, and that 2000
individuals signed a petition asking the City Council to not demolished the building

- Michelangelo Sabatino, Dean of the College of Architecture, Illinois Institute of Technology, testified that demolition will attract negative attention and that standards 1, 2, 3 are relevant when arguing against demolition. Furthermore, that demolition deprives us of an important part of their collective memory; that the Harley Clarke mansion is part of the shoreline; and demolition undermines the preservation ordinance

- Neil Vogel, historic preservation expert with Restoric, LLC, indicated that the cost estimate to repair the steel windows has been overstated and that the detailing on the Harley Clarke structures is special and better than any other landmark

- Paul Janicki, Evanston architect with Paul Janicki Architects, discussed Standard #1 and the architectural significance of the mansion as the entry to Evanston from North and, in relation to Standard #4 that there are few examples left in region of this architectural style and construction and that it cannot be cannot be easily reproduced

- Edward Gerns, Principal and Preservation Architect at Wiss Janney Elstner stated that the building is in good condition

- Peter Babaian, restoration structural engineer and Partner at Simpson Gumpertz & Heger, indicated that he had inspected the exterior of the buildings and found no structural damage and there was no evidence of imminent danger.

- Brad White, Evanston resident and former author of Preservation Ordinance testified that he was embarrassed by the City’s presentation, that it shows a lack of respect for the Preservation Commission and for this process. Furthermore the City had not addressed the Standards #6 as to any plan for future

- Emily Barton of the City of Chicago for the Historic Preservation Division stated that she had written SAIC master’s thesis in preservation on the Harley Clarke mansion. Having been in the building previously, she found the required repairs and restoration is no different from what is typically needed. She cited adaptive reuse for the mansion as it was done with historic buildings in Chicago

- Mary McWilliams, former member of Evanston Preservation Commission reiterated that, in 1981, the Harley Clarke mansion was designated a landmark under three criteria: high quality of design; exemplify the work of a prominent architect; and exhibited distinctive design. Furthermore, she indicated that demolishing the building will be detrimental to the public interest; and that Susan Benjamin, Architectural historian and author, had declared the Harley Clarke house to be the grandest French eclectic style house in the Northeast Evanston historic district

- Virginia Beatty, local historian and radio personality indicated that the Harley Clarke structure sits on five acres that were part of 1,280 acres given to a local native-American woman in 1829. Beatty stated: “Think about history, what’s been there and what would this history be if the Harley Clarke is torn down? Could it be a monument to women who have built Evanston?”

- Carl Klein, Evanston resident, referred to the City’s 2000 Comprehensive Plan, cited and relied on by the Illinois Appellate Court in 2015 as a codified plan,
wherein “…Evanston should seek to preserve the structures and environments which have given the community much of its physical appeal and special visual character…”

- Lori Keenan, with Save Harley Clarke, indicated, as a representative of those in support of saving building, that citizens have volunteered to pay $15K annual maintenance, working to reuse with state officials to re-use Harley Clarke
- Sarah Schastok, PhD, art historian and Evanston resident, fundraising consultant to ELHG, also former President & CEO of the Evanston Community Foundation, spoke of the distinctive features of house, fine architecture provides spaces that go beyond mere shelter, they house our spirits while encouraging them to roam and to soar, and this is what happens at Harley Clarke as a public building, and offers such experiences to our community
- Allison Toonen-Talamo, architect with the restoration structural engineering firm of Klein Hoffman, assessed the structural foundation and landscape. She indicated that, at a community in the same situation, they developed a history and support system for their property that is now is thriving and generating more business than anticipated. Harley Clarke should be treated as a gem and rarity.
- Gregory Dowell, architect with Wiss Janney Elstner and co-author of WJE Harley Clarke report prepared for Landmarks Illinois, stated that the condition of Harley Clarke does not meet standard 5, i.e., that it is unsafe or imminently hazardous, and that the building can be restored. It should mothballed if can’t be reuse now
- Nicole Kustok, representing the Lighthouse Dunes Group (LDG) testified that, by removing both structures at 2603 Sheridan Road, we would be preserving the lakefront and spotlighting the Grosse Pointe lighthouse, a National Historic Landmark that she claims is obstructed from the public view by the Harley Clarke home and coach house. There are three options to fund operation costs: taxes, philanthropy, or commercialization. No one wants raise taxes to support the house. Removing Harley Clarke results in parkland, freely accessible and equitable for all of Evanston
- Evy Russell, local resident of the area, maintained that views of the Lighthouse are not obstructed by Harley Clarke, that taxes are not affected because of funds to maintain it, maintenance cost are $150,000 and $200,000 has been raised. The house is not a danger
- Mario Machnicki, President of US Heritage Group and Restorations by Marion, stone masons, stated that he has travelled the world and found unusual details in this building not seen elsewhere. His work today is training masons. Unfortunately, there are no masons that could build such a beautiful building. The materials used at Harley Clarke ranging from mortar to the brick and stone use, as well as the style or technique of setting these materials are very unusual. The building is a sanctuary to learn about the traits of the past and craftsmanship
- Tom Riley stated that he and his wife chose to live in Evanston because its reputation as “preservation city”. He believes are better alternatives than tearing down the building
- Barb Riley had attended Open House Chicago and viewed other repurposed buildings. She and her husband own a building older than Harley Clarke and feel that they are held to higher standards than City is regarding preservation
Allie Harned with Save Harley Clarke (SHC), formed in July 2018, stated that her organization gathered over 3,300 signatures of support in just 10 days. They received donations from as far as Oregon, New York, and Pennsylvania. The building is not a teardown. Harley Clarke could become an economic engine for a thriving community.

Jen Shadur, with SHC, testified that Harley Clarke was a self-made man, philanthropist for the arts, educational pioneer for film in education. In 1918 Mr. Clarke started the Society for Visual Education and funded a study in Evanston schools, including Foster School. This study proved the worth of motion pictures in education and its curriculum influenced educational methodologies nationwide.

Ray Friedman, agreed with all other speakers except for Ms. Kustok. The residents want to save the mansion and use the mansion. It would not cost anything extra to the City because it is privately funded.

Betty Ester, first learned about the building when she moved to Evanston 26 years ago. The photo of Harley Clarke was used promoting affordable house as a ‘dream house,’ but then the message would say, ‘but this is the house one could afford with the program.’

Madeline Gelis, Emeritus Board Member of Landmarks Illinois quoted Albert Einstein “In the middle of difficulty lies opportunity.” She asked whether Einstein would have been in favor of demolishing a mansion for the opportunity of more lawn given that he stated: “It’s not that I am so smart, it’s just that I stay with problem longer.” She appealed to Evanston elected officials to allow citizens of Evanston stay with this problem longer and help them solve it.

Patrick Donnelly, ELHG and film producer asked what the Preservation Commission do when overruled, He also stated that the building is not unsafe, that money is available for other projects, and that money could have been raised during the last three years for the building.

Jeff Smith, Evanston attorney, speaking to Standard 5, indicated the building is not only usable, but it has been used for many events from 2009-2015. Furthermore, it is not unsafe. The building was in good condition when the Department of Natural Resources (DNR) made an offer to buy the property building. DNR believes in conservation. The building is sound and original.

Bennett Johnson, past President of the Evanston NAACP chapter, spoke to the intent by Lighthouse Dunes Group of returning the property to its natural state. He recalled having lived on Milburn St. as child. In a photograph with his sisters and cousins facing the water, there was no beach. He believes the idea to returning to its natural state is a fallacy. Regarding demolition, there was a cost limit on City expenditure (for demolition, cleanup, site remediation, construction, and restoration) suggested and passed by City Council to demand that the LDG pay for all the cost. However, this limit was not included in the memorandum of understanding and, as a result, there is no limit. The cost may eventually be held by the City for the demolition. Restoring the building will create an economic engine, not only jobs but income and activity that will bring money into the City and people. If the building is saved it will have public access to all the people.

Ben Gasbarra, documentarian, indicated that demolition shouldn’t be considered when adaptive reuse is a possibility, it is unique building for small group
programming. He read a letter from One Community Museum a group interested in the property. Their mission is to build a national network of community-based facilities museums which offer the public equitable opportunities for experiential learning.

COMMISSION’S DISCUSSION
Commissioner Dudnik asked the City Manager as to what maintenance had been performed on the exterior of the building by the City under the terms of the City’s lease with the Evanston Art Center. City Manager Bobkiewicz said the maintenance was mostly on window issues and moisture entering the building, although no evidence of such maintenance was presented. Commissioner Dudnik indicated that he has trained building inspectors for municipalities including the City of Chicago and that he found no instances of hazardous conditions in either the mansion or the coach house. Furthermore, many of the failings or violations listed in the City's application are recommendations and are not code violations, are trivial, and are neither "dangerous nor hazardous". City Manager Bobkiewicz said the City stands by the 2012 and 2015 reports.

Chair Williams said after her visit to the building on October 20th and reading the City’s report, she did not find any issues associated with the physical condition that would necessitate its demolition. The features in the interior of the building are quite extraordinary as is the exterior. Looking at it as a historic resource, it does not meet Standards of Demolition #1, 2, 4 and 5 at all. The application did not address those factors.

Commissioner Schmitt referred to the 2012 McGuire Igleski report (pages 5-9), and Demolition Standard #5, i.e., repairs and the presence of hazardous conditions. He did not find anything in the Report to support that City’s position in their application. Specifically, on page 8 of the McGuire Igleski Report, it starts with “No major structural deficiencies were observed in the EAC. The conditions observed are generally a result of deferred maintenance and material degradation.” Furthermore, the report adds that the interior of the house appears to be in good structural condition. There is no mention in the report, of anything that speaks of public hazard.

Commissioner Schmitt also indicated that the price estimate of $430,000 on page 331 of the meeting packet, represented a preliminary budget for code compliance based upon the Evanston Art Center (EAC) remaining in the building, i.e., it is a cost for “minimum code upgrades if there is no change in use.” Other costs cited include improving the kiln room and the basement for extra ventilation and fire compliance if the EAC stays in the mansion. The report also cited what budget would be required for providing other potential business uses or occupancies, and it is $265,000. So it seems to be some discrepancies in the application and what is referenced in terms of economic hardship.
Chair Williams said standard #1 gets to the issue of what the Commission does and its statement of purpose is in terms of preserving, protecting, enhancing and encouraging rehabilitation of buildings.

Commissioner Dudnik said the Wiss Janney report also indicates that the condition of the mansion is good or better than described in the 2012 McGuire Igleski report. He also cited Mary McWilliams' written statement that was included in the meeting packet since it very effectively addresses each applicable standard.

Commissioner Morris said in addition to standards 1, 2, 4, and 5, her interpretation of standard 3 is that tearing down something that’s designated locally as a local landmark, is contrary to the objectives of historic preservation.

Commissioner Vogel said that it is critical that people see the inside of the house. He said the interior of the house is incredible. He said the City’s proposal does not meet any of the standards.

Commissioner Bady said that he visited the Harley Clarke mansion last Saturday for the first time, it was breath taking. He was struck by the building. Regarding standard #5, he did not see where the building was structurally unsound.

Commissioner Riessen Hunt said that she evaluates buildings for site, structure and interiors, doing property condition assessments as a professional architect. She was in the building on Saturday, and saw very little, if any, structural damage.

Commissioner Hacker said that she was very concerned that the building is not being maintained in any way. Continued delay on just its maintenance, will continue the building’s deterioration.

Commissioner Itle said that he saw nothing that was presented to justify the demolition under any of these five standards. The first four all relate to its significance, architectural character and uniqueness. It is very clear that it’s a significant building and piece of architecture and it’s a unique design. It would be great loss to the City if it were demolished. Under standard #5, he agreed with many of the other experts and that it’s in surprisingly sound condition and could very easily be protected and mothballed for five or even ten years, while figuring out what the right permanent use and the right permanent organization to use the building would be, and come up with that renovation plan. It is unfortunate that the last 50 years the City hasn’t done what they should have to probably maintain it as well as it could have easily been, but it still is very salvageable and very repairable.

Chair Williams agreed with Commissioner Itle on the issue of mothballing the building. She did not see where there is a real imperative or need to demolish the structure at this point. Examples of mothballing buildings for years have been mentioned, and have ultimately found their use, as long as that use isn’t dictated. It needs to fundamentally
be market based. She said in terms of the findings of fact, the Commission found that the City’s application does not meet any of the standards.

COMMISSION’S FINDINGS
Commissioners received the application for Certificate of Appropriateness for demolition of the Harley Clarke mansion and coach house at 2603 Sheridan Road, and over 20 documents/reports with information on the physical condition of the structures, the historic and architectural significance of the mansion.

In addition, on October 20, 2018, all eleven Commissioners visited the Harley Clarke Mansion (no more than two at the time), between 7:30 am and 1 pm. Six Commissioners are professional architects, one is a realtor, one is an attorney, one is a planning and historic preservation consultant and two others are also professionals.

Commissioners, in their deliberations referred to the City’s application for demolition, the documents they had received, their visit to the site, and the testimony of the thirty-seven (37) people at the Public Hearing. They concluded the following:

The City’s response and supplemental information does not adequately support the claim above. The City's own application on page 4 regarding, "Mechanical & Plumbing Code Violations" states "the building is overall in pretty good working order." A subsequent electrical inspection report itemizes required electrical repairs needed for safe occupancy including or reducing operating costs by changing lighting fixtures.

These are the only two reports provided by the City regarding code violations or dangerous and hazardous conditions. Neither report includes any mention of structural deficiencies, potential failures, or danger to persons or property.

Furthermore, older reports provided to the Commission, including both the July 7, 2012 MaRous & Company Appraisal Report and the June 25, 2012 McGuire Igleski & Associates, Inc. Condition Report, reach similar conclusions, i.e., that while there exists expected deferred maintenance remediation, no major structural concerns exist in either exterior and internal elements of the mansion.

In regard to the Preservation Ordinance 29-O-18, Section 2-8-9 (D) Standards for review of demolition:

1. Whether the property, structure or object is of such historic, cultural, architectural or archaeological significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the State.

FINDING: Built in 1927 by Harley Clarke. The building and coach house are designated landmarks, listed in the National Register of Historic Places and located within the Northeast Evanston Historic District. The buildings are in the French Eclectic Style, and exhibit unique architectural details and high quality building materials such as brick and
stone. Their demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and the State.

2. Whether the property, structure or object relates to the distinctive historic, cultural, architectural or archaeological character of the district as a whole and should be preserved for the benefit of the people of the City and the State.

**FINDING:** The Harley Clarke mansion and coach house are an important visual feature to the Northeast Evanston Historic District, and contribute to its distinctive character. The buildings should be preserved for the benefit of the people of the City and the State.

3. Whether demolition of the property, structure or object would be contrary to the purpose and intent of this Chapter and to the objectives of the historic preservation for the applicable district.

**FINDING:** The Preservation Ordinance 29-O-18. Section 2-8-1 Statement of Purpose, states: “The purpose of this Chapter is to promote the education, cultural, economic and general welfare of the City by: (A) Identifying, preserving, protecting, enhancing and encouraging the continued utilization and the rehabilitation of such districts, sites, buildings, structure, and objects having a special historical, community, architectural or aesthetic interest.” The Harley Clarke mansion and coach house have special, community, architectural and aesthetic interest. When restored they could become a valuable cultural asset and of economic benefit to the City of Evanston.

4. Whether the property, structure or object is of such old, unusual or distinctive design, texture, and/or material that it could not be reproduced without great difficulty and/or expense.

**FINDING:** The Harley Clarke mansion and coach house are distinctive structures which contribute to the character of the historic district as a whole; preservation is consistent with the purpose and intent to preserve buildings with historical and architectural value to the City; the mansion and coach house are historic structures with unusual and distinctive design and materials that could not be readily produced.

5. Whether the property, structure or object is of such physical condition that it represents a danger and imminent hazard condition to persons or property and that retention, remediation, or repair are not physically possible or require great difficulty and/or expense.

**FINDING:** The City application relied on City inspections that showed documentation of code violations such as plumbing, mechanical, and electrical. The City’s application did not present evidence of danger and imminent hazard condition to persons or property either.
6. Except in cases where the owner has no plans for a period of up to five (5) years to replace an existing landmark or property, structure or object in a district, no certificate of appropriateness shall be issued until plans for a replacement structure or object have been reviewed and approved by the Commission.

**FINDING:** Standard 6 does not apply.

**SUMMARY**
1. Demolition would be contrary to Standards for Demolition 1, 2, 3 and 4. The Harley Clarke mansion (Evanston landmark listed in the National Register of Historic Places) and coach house are distinctive structures which contribute to the character of the historic district as a whole; preservation is consistent with the purpose and intent to preserve buildings with historical and architectural value to the City; the mansion is a historic structure with unusual and distinctive design and materials that could not be readily produced. Public comment included extensive presentations as to the historic and architectural significance of the house and gardens. Evidence to the contrary was not presented at the meeting.

2. It was not demonstrated that there is a current danger to persons or property (Demolition Standard 5). The City made its request in reliance on Standard 5, that the "property... is of such physical condition that it represents a danger and imminent hazard condition to person or property ..." However, the report summarized in the City's presentation concluded that no major structural concerns exist in either the Harley Clarke mansion or coach house. Furthermore, the Commission found that the City did not present evidence that the physical conditions at Harley Clarke constituted a danger and imminent hazard condition - the test which the Commission is required to apply under Standard 5, and therefore found standard 5 for demolition was not met.

**CONCLUSIONS**
Based on the City's application for certificate of appropriateness for the demolition of the Harley Clarke mansion and coach house, the comments received from the public, the site visit eleven Commissioners conducted on October 20, 2018, and the Commission's discussion at the special meeting on October 23, 2018, the Commission finds that:

The City's application did not demonstrate that Section 2-8-9 (D) 1-5 standards for demolition have been met (standard 6 does not apply). On the contrary, the Harley Clarke mansion and coach house are a cultural, architectural asset to the City of Evanston and citizens. Their current physical condition does not constitute a danger or imminent hazard condition as required by the Ordinance.

On October 23, 2018, the Commission unanimously passed a motion to deny the certificate of appropriateness for the demolition of the Harley Clarke mansion and coach house, in that standards for demolition 1-5 apply and none have been met by the application. Vote: 10-0.

Respectfully submitted:

Mark Simon, Acting Chair Date: November 13, 2018
SPECIAL MEETING MINUTES
EVANSTON PRESERVATION COMMISSION

Tuesday, October 23, 2018,
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.

Members Present: Robert Bady, Elliott Dudnik, Julie Hacker, Sally Riessen Hunt, Ken Itle, Jamie Morris, Mark Simon, Tim Schmitt, Karl Vogel and Diane Williams

Members Absent: Suzi Reinhold,

Staff Present: Scott Mangum, Planning & Zoning Administrator
Carlos Ruiz, Preservation Coordinator

Presiding Member: Diane Williams, Chair

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Williams called the meeting to order at 7:15 pm with a quorum present.

Chair Williams proceeded with the explanation of meeting ground rules and standards for review of demolition.

2. NEW BUSINESS – PUBLIC HEARING

2603 Sheridan Rd. Harley Clarke Mansion (L) – Wally Bobkiewicz, City Manager, applicant. Demolition of the Harley Clarke mansion and coach house. Applicable Standards: [Demolition 1-6].

City Manager Bobkiewicz provided a brief history of the property:

- 1927 - House built. Harley Clarke lived there.
- 1965-2015 – City purchased the property and leased the mansion to the Evanston Arts Center (EAC).
- 2011 – City Council directed City Staff to identify other uses for the mansion
• 2012-2013 – The City issued an RFP for the use of the property. The City received one response from Tawani to purchase and renovate the property. In 2013, the City Council rejected the proposal.

• 2013-2015 – The Illinois Department of Natural Resources (IDNR) approached the City about relocating state programs to Harley Clarke; change in governorship resulted in request being withdrawn.

• 2015 - Citizens Committee was formed to study uses for the mansion. Report is made to City Council. City Council discontinued any further discussions.

• 2016 - City Council approves proposal for City to keep property and allocate $250,000 for improvements. Those improvements were made to the two Fog Houses adjacent to the mansion. Harley Clarke Planning Committee was formed to discuss next steps.

• 2017 - RFPs Issued Seeking Qualified Non-Profit Entity to lease the mansion; One response received from Evanston Lakehouse and Gardens (ELHG)

• 2018 – City Council rejected the lease.

• June – August 2018 - Evanston Lighthouse Dunes (ELD) proposes to fund demolition of the Harley Clarke Mansion and Coach House. City Council approves an MOU with ELD and proceeds with filing the Certificate of Appropriateness application required to demolish the mansion.

City Manager Bobkiewicz continued presenting the standards for review of demolition in the City Code Title 2, Section 2-8-9 (D) 4.

• The Harley Clarke mansion and coach house are not prime examples of one particular architectural style or design.

• The design can be reproduced, which is a standard that permits demolition.

And City Code Title 2, Section 2-8-9 (D)

• The buildings require a significant amount of financial expenditures to resolve current property code violations.

• Financial hardship must be considered as reason for demolition.

City Manager Bobkiewicz indicated that the building was in a deteriorating condition and, per the City's application Section B (1):

"Further, the buildings in their current state present a danger to persons inhabiting or visiting the property. There are multiple property code violations that require a significant amount of financial expenditure to resolve. This financial burden and hardship must be considered with the demolition proposal as set forth in City Code 2-8-9 (D) (5). For your review, this application also submits correspondence which highlights a series of property issues, although the items listed are not exhaustive of all building code issues. To reiterate, remediating or repairing these requires great difficulty and expense."

He listed the following examples of deteriorating condition and building code deficiencies:
DETERIORATING CONDITION

- Evanston Arts Center did not perform the necessary maintenance, repair, or renovation work needed to keep the mansion in proper working condition.
- Main house remains vacant; the coach house is in extremely deteriorated condition.
- Current state presents a danger to persons inhabiting or visiting the property.
- A 2012 & 2015 building inspection identified multiple mechanical and plumbing code violations resulting in repair estimates from $430,000 to $600,000. Repairs would only make the house code-compliant as a single family home. Achieving building code compliance for a new stated use would trigger additional repairs/remodeling based on that specified use (ex. bathroom count per floor, accessibility, etc.)

MECHANICAL AND PLUMBING CODE VIOLATIONS

Walk through inspection was conducted to assess plumbing and mechanical systems on November 6, 2015. The following violations were identified:
- RPZ backflow preventer is leaking.
- Likely require boiler replacement and new radiator on third floor.
- Second and third floor bathroom remodel to meet ADA requirements.
- Suspected asbestos in basement boiler mains.

ELECTRICAL CODE VIOLATIONS

Walk through inspection was conducted to assess electrical on November 11, 2015. The following violations were identified:
- Replace all painted and worn lighting switches and receptacle devices.
- Open wiring found on all levels of the property, including missing junction box covers, lighting outlets, and Wiremold raceway fittings.
- Provide Ground Fault Circuit Interrupter for all receptacles within 6' of water.
- Replace incandescent track lighting and fluorescent fixtures with high efficacy luminaires.
- Repair ungrounded receptacles on first and second floors. Need to identify issue for missing ground and fix or risk an electrical fire.

The City Manager concluded his presentation citing City Code Section 2-8-9(D) 6:
- The demolition of the buildings will result in open lakefront land which will restore the original condition of the property to its natural state.
- Represents the lakeshore in the early days when no buildings were present.

PUBLIC COMMENT

The Commission heard the comments of 37 people who spoke against the demolition of the mansion and the coach house and the comment of one person in favor of the demolition.

Chair Williams also acknowledged receipt of written communications in favor of retaining the mansion and/or denial of the certificate of appropriateness for demolition.
from: Aaron Packman (Professor of Civil Engineering at Northwestern); Beth Lange; Allison Toonen-Talamo and Sebastian Koprwoski; Paul Janicki; Sara Schastok; Bonnie McDonald (Landmarks Illinois); Allen Letter, Former Executive Director of the Evanston Arts Center; Anne Sullivan, Program Chair in Historic Preservation of the Art Institute; Preservation League of Evanston (Mary Brugliera, Paul Janicki, Emily Guthrie and Sheryl Connelly); Neal Vogel from Restoric; Brad White; Charles Birnbaum (Cultural Landscape Foundation); Jack Weiss (Design Evanston); Jennifer Sandy (National Trust for Historic Preservation); Mario Machnicki (US Heritage Group); Mark Sloan (Central Street Neighbors Association); Peter DeMuth (Southeast Evanston Association); Michelangelo Sabatino (Dean of the IIT College of Architecture); and Peter Babaian (Simpson Gumpertz & Heger).

The public comments included presentations by representatives of Landmarks Illinois detailing the significance of the Harley Clarke mansion and the physical conditions of the building. Additional comments were provided by architects, engineers, landscape architects, and preservation historians with familiar with the building as consultants to the City or as representatives of groups other than Landmarks Illinois. These professionals as well as local residents of the Harley Clarke area or other parts of Evanston highlighted the history and architectural features of the building and the surrounding gardens, and notable aspects of Mr. Harley Clarke’s career and importance. A summary of these comments follows:

- Bonnie McDonald, President and CEO of Landmarks Illinois. Her organization has assisted Evanston residents for four years to save the Harley Clarke mansion and develop a re-use plan. They urge the Commission to deny the City’s request the COA to demolish the mansion. The Mansion is an Evanston designated landmark for which the City is charged with protecting. It is listed in the National Register of Historic Places. The City’s application is flawed and erroneously presenting that the buildings are a danger to persons and repairing it requires great difficulty or expense. There is no evidence to support this. The application describes the building in good working order and needing minor inexpensive repairs. An updated examination by appropriate experts is necessitated. A request to access the building with experts, architects, engineers, and contractors to examine the mansion’s interior and exterior condition was denied by City Council. Many experts will demonstrate this evening that the mansion continues to meet the Evanston landmark criteria and there is no cause to award a certificate of appropriateness (COA) for its demolition. Asked the Commission to vote to deny the demolition application.

- Anthony Borich, Partner at Jenner & Block and an attorney representing Landmarks Illinois stated that access to the mansion and coachhouse should be provided to Landmarks Illinois experts, as had been noted by Bonnie McDonald and as denied by the City Council. He objected to the proceeding and requested findings of the EPC, in writing, resulting from the site inspections conducted by the Commissioners on October 20, 2018. He concluded that he does not believe assertions by City Manager’s Office were supported.
Lisa DiChiera, Director of Advocacy for Landmarks Illinois, citing Standards #1 and #2, indicated that demolition of Harley Clarke will result in a loss of heritage, architecture, and landscape and would set a poor precedent for historic preservation. Preservation of the mansion relates to jobs, economic investment and the environment.

Anne McGuire, AIA, Evanston architect with McGuire Igleski & Associates concurred with the other comments opposing the proposed demolition. She testified that her firm had been hired in 2012 by the City of Evanston to assess the Harley Clarke property and evaluate code compliance. No major deficiencies were found and, in conclusion, she felt that the mansion is safe and repairable.

Stuart Cohen, FAIA, Evanston architect with Cohen & Hacker Architects LLC, architectural historian and Professor Emeritus of Architecture at UIC, read a statement from Susan Benjamin, noted North Shore architectural historian, in opposition to the proposed demolition. Harley Clarke is one of 42 properties included in the book “North Shore Chicago: Houses of the Lake Front Suburbs”, which include an essay devoted to the Harley Clarke house.

Julia Bachrach, historian and preservation planner, stated that demolition should be denied based on 4 standards. Furthermore, that the Jens Jensen’s landscape is among one the most important historic landscapes resources that remain today.

Audrey Niffenegger, former student and instructor at the Evanston Art Center, stated that Harley Clarke is an important cultural and history place for artists.

Tom Hodgman, Board President of Evanston Lake House and Gardens (ELHG) spoke of the cultural significance and future of the mansion. That his group had 1500 supporters, over 140 donations to re-use the mansion, and that 2000 individuals signed a petition asking the City Council to not demolish the building.

Michelangelo Sabatino, Dean of the College of Architecture, Illinois Institute of Technology, testified that demolition will attract negative attention and that standards 1, 2, 3 are relevant when arguing against demolition. Furthermore, that demolition deprives us of an important part of their collective memory; that the Harley Clarke mansion is part of the shoreline; and demolition undermines the preservation ordinance.

Neil Vogel, historic preservation expert with Restoric, LLC, indicated that the cost estimate to repair the steel windows has been overstated and that the detailing on the Harley Clarke structures is special and better than any other landmark.

Paul Janicki, Evanston architect with Paul Janicki Architects, discussed Standard #1 and the architectural significance of the mansion as the entry to Evanston from North and, in relation to Standard #4 that there are few examples left in region of this architectural style and construction and that it cannot be cannot be easily reproduced.

Edward Gerns, Principal and Preservation Architect at Wiss Janney Elstner stated that the building is in good condition.
Peter Babaian, restoration structural engineer and Partner at Simpson Gumpertz & Heger, indicated that he had inspected the exterior of the buildings and found no structural damage and there was no evidence of imminent danger.

Brad White, Evanston resident and former author of Preservation Ordinance testified that he was embarrassed by the City’s presentation, that it shows a lack of respect for the Preservation Commission and for this process. Furthermore the City had not addressed the Standards #6 as to any plan for future

Emily Barton of the City of Chicago for the Historic Preservation Division stated that she had written SAIC master’s thesis in preservation on the Harley Clarke mansion. Having been in the building previously, she found the required repairs and restoration is no different from what is typically needed. She cited adaptive reuse for the mansion as it was done with historic buildings in Chicago

Mary McWilliams, former member of Evanston Preservation Commission reiterated that, in 1981, the Harley Clarke mansion was designated a landmark under three criteria: high quality of design; exemplify the work of a prominent architect; and exhibited distinctive design. Furthermore, she indicated that demolishing the building will be detrimental to the public interest; and that Susan Benjamin, Architectural historian and author, had declared the Harley Clarke house to be the grandest French eclectic style house in the Northeast Evanston historic district

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Virginia Beatty, local historian and radio personality indicated that the Harley Clarke structure sits on five acres that were part of 1,280 acres given to a local native-American woman in 1829. Beatty stated: “Think about history, what’s been there and what would this history be if the Harley Clarke is torn down? Could it be a monument to women who have built Evanston?”

Carl Klein, Evanston resident, referred to the City’s 2000 Comprehensive Plan, cited and relied on by the Illinois Appellate Court in 2015 as a codified plan, wherein “...Evanston should seek to preserve the structures and environments which have given the community much of its physical appeal and special visual character...”

Lori Keenan, with Save Harley Clarke, indicated, as a representative of those in support of saving building, that citizens have volunteered to pay the $15,000 annual maintenance, working to reuse with state officials to re-use Harley Clarke

Sarah Schastok, PhD, art historian and Evanston resident, fundraising consultant to ELHG, also former President & CEO of the Evanston Community Foundation, spoke of the distinctive features of house, fine architecture provides spaces that go beyond mere shelter, they house our spirits while encouraging them to roam and to soar, and this is what happens at Harley Clarke as a public building, and offers such experiences to our community

Allison Toonen-Talamo, architect with the restoration structural engineering firm of Klein Hoffman, assessed the structural foundation and landscape. She indicated that, at a community in the same situation, they developed a history and support system for their property that is now is thriving and generating more business than anticipated. Harley Clarke should be treated as a gem and rarity.

Gregory Dowell, architect with Wiss Janney Elstner and co-author of WJE Harley Clarke report prepared for Landmarks Illinois, stated that the condition of Harley
Clarke does not meet standard 5, i.e., that it is unsafe or imminently hazardous, and that the building can be restored. It should mothballed if can’t be reuse now

- Nicole Kustok, representing the Lighthouse Dunes Group (LDG) testified that, by removing both structures at 2603 Sheridan Road, we would be preserving the lakefront and spotlighting the Grosse Pointe lighthouse, a National Historic Landmark that she claims is obstructed from the public view by the Harley Clarke home and coach house. There are three options to fund operation costs: taxes, philanthropy, or commercialization. No one wants raise taxes to support the house. Removing Harley Clarke results in parkland, freely accessible and equitable for all of Evanston

- Evy Russell, local resident of the area, maintained that views of the Lighthouse are not obstructed by Harley Clarke; that are taxes not affected because of funds to maintain it; maintenance cost are $150,000 and $200,000 has been raised. The house is not a danger

- Mario Machnicki, President of US Heritage Group and Restorations by Marion, stonemasons, stated that he has travelled the world and found unusual details in this building not seen elsewhere. His work today is training masons. Unfortunately, there are no masons that could build such a beautiful building. The materials used at Harley Clarke ranging from mortar to the brick and stone use, as well as the style or technique of setting these materials are very unusual. The building is a sanctuary to learn about the traits of the past and craftsmanship

- Tom Riley stated that he and his wife chose to live in Evanston because its reputation as “preservation city”. He believes are better alternatives than tearing down the building

- Barb Riley had attended Open House Chicago and viewed other repurposed buildings. She and her husband own a building older than Harley Clarke and feel that they are held to higher standards than City is regarding preservation

- Allie Harned with Save Harley Clarke (SHC), formed in July 2018, stated that her organization gathered over 3,300 signatures of support in just 10 days. They received donations from as far as Oregon, New York, and Pennsylvania. The building is not a teardown. Harley Clarke could became an economic engine for a thriving community

- Jen Shadur, with SHC, testified that Harley Clarke was a self-made man, philanthropist for the arts, educational pioneer for film in education. In 1918, Mr. Clarke started the Society for Visual Education and funded a study in Evanston schools, including Foster School. This study proved the worth of motion pictures in education and its curriculum influenced educational methodologies nationwide

- Ray Friedman agreed with all other speakers except for Ms. Kustok. The residents want to save the mansion and use the mansion. It would not cost anything extra to the City because it is privately funded

- Betty Ester first learned about the building when she moved to Evanston 26 years ago. The photo of Harley Clarke was used promoting affordable house as a ‘dream house,’ but then the message would say, ‘but this is the house one could afford with the program.’

- Madeline Gelis, Emeritus Board Member of Landmarks Illinois quoted Albert Einstein “In the middle of difficulty lies opportunity”. She asked whether Einstein
would have been in favor of demolishing a mansion for the opportunity of more lawn given that he stated: “It’s not that I am so smart, it’s just that I stay with problem longer.” She appealed to Evanston elected officials to allow citizens of Evanston stay with this problem longer and help them solve it.

- Patrick Donnelly, ELHG and film producer asked what the Preservation Commission do when overruled, He also stated that the building is not unsafe, that money is available for other projects, and that money could have been raised during the last three years for the building.

- Jeff Smith, Evanston attorney, speaking to Standard 5, indicated the building is not only usable, but it has been used for many events from 2009-2015. Furthermore, it is not unsafe. The building was in good condition when the Department of Natural Resources (DNR) made an offer to buy the property building. DNR believes in conservation. The building is sound and original.

- Bennett Johnson, past President of the Evanston NAACP chapter, spoke to the intent by Lighthouse Dunes Group of returning the property to its natural state. He recalled having lived on Milburn St. as child. In a photograph with his sisters and cousins facing the water, there was no beach. He believes the idea to returning to its natural state is a fallacy. Regarding demolition, there was a cost limit on City expenditure (for demolition, cleanup, site remediation, construction, and restoration) suggested and passed by City Council to demand that the LDG pay for all the cost. However, this limit was not included in the memorandum of understanding and, as a result, there is no limit. The cost may eventually be held by the City for the demolition. Restoring the building will create an economic engine, not only jobs but income and activity that will bring money into the City and people. If the building is saved it will have public access to all the people.

- Ben Gasbarra indicated that demolition should not be considered when adaptive reuse is a possibility. It is a unique building for small group programming. He read a letter from One Community Museum a group interested in the property. Their mission is to build a national network of community-based facilities museums which offer the public equitable opportunities for experiential learning.

City Manager Bobkiewicz clarified that, while the City Council had allocated $250,000 for repairs to the Harley Clarke building, instead, the money was used for restoration of the adjoining Fog Houses.

**COMMISSION’S FINDINGS**

In response to Commissioner Bady’s question, Alex Ruggie, Assistant City Attorney, said the Commission is approving or denying the certificate of appropriateness, a final administrative decision, or the applicant can revise their application and bring it back. Chair Williams said the applicant could also apply for economic hardship, or special merit, or appeal to the City Council.

Commissioner Dudnik asked what work had the City performed under the terms of their lease with Evanston Art Center requiring maintenance of the mansion’s exterior. City Manager Bobkiewicz said the maintenance was mostly on window issues and moisture.
entering the building (although no evidence of such maintenance was presented in the City’s application). Commissioner Dudnik stated he had not observed any hazardous conditions, that many of the items listed in the City’s application were recommendations and not code violations, were trivial, and do not represent “dangerous or hazardous” conditions. City Manager Bobkiewicz said the City stands by the 2012 and 2015 reports.

Chair Williams said after her visit to the building on October 20, 2018 and reading the City’s report, she did not find any issues associated with the physical condition that would necessitate its demolition. The features in the interior of the building are quite extraordinary as is the exterior. Looking at it as a historic resource, it does not meet Standards of Demolition #1, 2, 4 and 5 at all. The application did not address those factors.

Commissioner Schmitt referred to the 2012 McGuire Igleski report (pages 5-9), and Demolition Standard #5, i.e., repairs and the presence of hazardous conditions. He did not find anything in the Report to support that City’s position in their application. Specifically, on page 8 of the McGuire Igleski Report, it starts with “No major structural deficiencies were observed in the EAC. The conditions observed are generally a result of deferred maintenance and material degradation.” Furthermore, the report adds that the interior of the house appears to be in good structural condition. There is no mention, in the report, of anything that speaks of public hazard.

Commissioner Schmitt also indicated that the price estimate of $430,000 on page 331 of the meeting packet, represented a preliminary budget for code compliance based upon the Evanston Art Center (EAC) remaining in the building, i.e., it is a cost for “minimum code upgrades if there is no change in use.’ Other costs cited include improving the kiln room and the basement for extra ventilation and fire compliance if the EAC stays in the mansion. The report also cited what budget would be required for providing other potential business uses or occupancies, and it is $265,000. Therefore, it seems to be some discrepancies in the application and what is referenced in terms of economic hardship.

Chair Williams said standard #1 gets to the issue of what the Commission does and its statement of purpose is in terms of preserving, protecting, enhancing, and encouraging rehabilitation of buildings.

Commissioner Dudnik said the Wiss Janney report also indicates that the condition of the mansion is good or better than described in the 2012 McGuire Igleski report. He also cited Mary McWilliams’ written statement that was included in the meeting packet since it very effectively addresses each applicable standard.

Commissioner Morris said her interpretation of Standard 3 is that tearing down something that is designated locally as a local landmark is contrary to the objectives of historic preservation.
Commissioner Vogel said that it is critical that people see the inside of the house. He said the interior of the house is incredible. He said the City’s proposal does not meet any of the standards.

Commissioner Bady said that upon visiting the Harley Clarke mansion last Saturday (October 20, 2018) for the first time, he found it breath taking. He was struck by the building. Regarding Standard #5, he did not see where the building was structurally unsound.

Commissioner Riessen Hunt said that she evaluates buildings for site, structure, and interiors, while doing property condition assessments as a professional architect. She was in the building on Saturday October 20th and saw very little, if any, structural damage.

Commissioner Hacker said that she was very concerned that the building is not being maintained in any way. Continued delay on just its maintenance, will continue the building’s deterioration.

Commissioner Itle said that he saw nothing that was presented to justify the demolition under any of these five standards. The first four standards all relate to its significance, architectural character, and uniqueness. It is very clear that it is a significant building and piece of architecture and a unique design. It would be great loss to the City if it were demolished. Under standard #5, he agreed with many of the other experts and that it is in surprisingly sound condition and could very easily be protected and mothballed for five or even ten years, while figuring out what the right permanent use and the right permanent organization to use the building would be, and come up with that renovation plan. It is unfortunate over the past 50 years the City has not done what they should have done to probably maintain it as well as it could have easily been, but it still is very salvageable and very repairable.

Chair Williams agreed with Commissioner Itle on the issue of mothballing the building. She did not see where there is a real imperative or need to demolish the structure at this point. Examples of mothballing buildings for years have been mentioned, and have ultimately found their use, as long as that use is not dictated. It needs to fundamentally be market based. She said in terms of the findings of fact, the Commission found that the City’s application does not meet any of the standards.

Chair Williams said that as part of any motion, is to request that the Commission’s findings of fact is based on the discussion the Commission had tonight, and ask staff to prepare a report to that effect, and that it would be reviewed at the November meeting, and then submitted to the City Manager’s office and to the Council.

Commissioner Dudnik asked about the request made by Mr. Borich representing Landmarks Illinois, during the Public Comments session regarding obtaining Commissioners’ notes resulting from their October 20, 2018 visit to Harley Clarke. Chair Williams said the site visits were not conducted as a meeting nor did they constitute a
Commission meeting. The City’s legal counsel may weigh in on that point and Mr. Borish’s statement will be shared with the City Legal Counsel.

Commissioner Itle made a motion to deny the application for a Certificate of Appropriateness for Demolition of the Harley Clarke mansion and coach house, applying Demolition Standards 1-5 with none of the applicable standards having been met by the application, and to direct staff to prepare a report of the Commission’s findings of fact. The draft of the report to be reviewed at the November 13th Preservation Commission’s meeting. The motion was seconded by Commissioner Simon.


The motion passed 10-0.

3. ADJOURNMENT

Commissioner Itle made a motion to adjourn the special meeting at 9:25 pm on Tuesday, October 23, 2018, seconded by Commissioner Bady. The motion passed 10-0.

Respectfully Submitted

Carlos D. Ruiz
Senior Planner/Preservation Coordinator

The next Preservation Commission meeting is scheduled on Tuesday, November 13, 2018.
MEETING MINUTES
EVANSTON PRESERVATION COMMISSION

Tuesday, November 13, 2018,
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.


Members Absent: Jamie Morris, Sally Riessen Hunt, Ken Itle, and Diane Williams,

Staff Present: Scott Mangum, Planning & Zoning Administrator
Carlos D. Ruiz, Preservation Coordinator

Presiding Member: Mark Simon, Acting Chair

1. CALL TO ORDER / DECLARATION OF QUORUM 7:07 pm

3. OLD BUSINESS

C. 2603 Sheridan Rd. (L) – City of Evanston, applicant. Consideration and approval of the Preservation Commission’s findings on the denial of the certificate of appropriateness for demolition of the mansion and coach house (Continued from the 10/23/2018 meeting).

The Commission reviewed a draft of its findings regarding the denial of the certificate of appropriateness for demolition of the mansion and coach house at 2603 Sheridan Rd. and made the following revisions:

- From PUBLIC COMMENT section, fourth paragraph, delete first four bullet points, beginning at ‘The Harley Clark Mansion… and ending at Evanston landmark criteria’
- From COMMISSION’S FINDINGS section, third paragraph, after ‘…visit to the site,’ insert ‘testimony form thirty-seven (37) people was heard.’
- Fourth paragraph: correct ‘2-8-9’ to ‘2-8-4’
- Fourteenth paragraph (delete and insert):
  FINDING: The City application relied on City inspections that showed minor existing or potential documentation of code violations such as plumbing, mechanical, and
electrical. The lack of proper maintenance over the years did not reach a point where rehabilitation and restoration are not physically or financially possible.

Fifteenth paragraph: The City’s application did not present evidence of demonstrate that the Harley Clarke mansion and coach house are a danger and in imminent hazard condition to persons or property either.

From SUMMARY section, insert third new paragraph:
The report summarized in City’s presentation concluded that no major structural concerns exist in the Harley Clarke mansion and coach house.

Move the following nine paragraphs starting in ‘Per City’s application Section B’ and ending in …'both exterior and internal elements of the mansion.' to page 3, after bullet point ‘Represents the lakeshore in the early days when no buildings were present.’

From CONCLUSIONS section, second paragraph (delete and insert):
The City’s application did not demonstrate that Section 2-8-9 (D) 1-5 standards for demolition have been met (standard 6 does not apply). On the contrary, the Harley Clarke mansion and coach house are a cultural, architectural asset to the City of Evanston and citizens. Their current physical condition is safe to the public and they could be restored for the benefit of the City and citizens. does not constitute a danger or imminent hazard condition as required by the Ordinance.

Public Comment:
Jennifer Shader, representing Friends of Harley Clarke, requested full documents and materials with the Commission’s findings to City Council. Also suggested that City Council watch the full video of the October 23, 2018 Preservation Commission special meeting.

Lori Keenan said the findings should recognize experts in the field, evidence by reference. The findings could be a local document, and should be accurate and comprehensive.

Commissioner Dudnik made a motion to approve the ‘findings’ on the application for certificate of appropriateness for demolition of Harley Clarke mansion and coach house at 2603 Sheridan Road, as a result of the meeting of October 23, 2018 and as disapproved by the Commission at that meeting, seconded by Commissioner Hacker. The motion passed 5-0. Commissioners Reinhold and Bady abstained.

7. ADJOURNMENT

Commissioner Reinhold made a motion to adjourn the meeting at 9:50 pm, seconded by Commissioner Bady. The motion passed 7 ayes, 0 nays.

Respectfully submitted,
SPECIAL CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, October 29th, 2018

Present:

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

Absent:

(9)

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty issued a moment of silence for the victims at the Tree of Life congregation. Thanked the 55 young adults who submitted their entries for the Mayor’s holiday card contest.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz had no announcements

City Clerk’s Communications

City Clerk Reid read a letter from a resident thanking two Police Officers. Shared early voting hours and turn-out numbers for Evanston. Informed the public about a memo submitted to City Council for consideration. The memo describes transferring Vital Records to the Clerk’s Office.

Public Comment

Pastor Daniel Ruen  Spoke about the city budget. 
Meg Welch  Spoke about the proposed changes to the Inclusionary Housing Ordinance.
Trisha Connolly  Spoke about the Inclusionary Housing Ordinance
David Guran  Talked about corruption by Ald. Rainey and ethic violations. Voice his support for affordable housing.
Lonnie Wilson  Asked City Council to keep the Gibbs - Morrison Cultural Center and the city budget.
Lucinda Bush  Talked about proposed budget cuts to the health department.
Michael Baskin  Wanted City Council to think about the health of its residents.
Junad Rizki  Shared his concerns about the city budget. Concerned about the appointment of non-residents to our committees.
Doug Sharp  Spoke about the Inclusionary Housing Ordinance
Trudi Davis    Member of Reclaim Evanston that stated we need more affordable housing in Evanston.

Conrad Floeter    Member of Reclaim Evanston who spoke about affordable housing.

Rachel Heuman    Member of Reclaim Evanston who spoke about affordable housing.

Sharon Goodman    Member of Reclaim Evanston who spoke about affordable housing.

Phyllis Nickel    Member of Reclaim Evanston who spoke about affordable housing.

Tricia Tenpenny    Member of Reclaim Evanston who spoke about affordable housing.

Tabitha Bonilla    Shared her opinion and concerns about the closing of Fire House #4.

Maryann Kearns    Said that the cuts to the Mental Health Board are significant and hopes it gets better funding.

Murphy Monroe     Spoke about the arts in Evanston. Asked City Council to not cut funds to the arts.

Bea Rashid        Voiced her support for the funding of the arts programs in Evanston.

Jane Wikenkamp    Talked about affordable housing and the lack of housing in Evanston.

Leslie Yamshon    Shared her concerns about the restructuring of the Youth and Young Adult Services.

Jill Graham       Spoke about the proposed changes in the Inclusionary Housing Ordinance.

Sue Loellbach     Hoped that City Council pass the Inclusionary Housing Ordinance. Also shared her concerns to the Mental Health Board.

Betsy Wilson      Said that the cuts to the Health and Human Services and other areas will affect the most vulnerable members of the community.

Alan Factor       Informed City Council about a grassroots initiative in Evanston to offer care for people suffering with dementia and making Evanston age friendly.

Christine Escobar Shared her opposition for cuts to the health department, youth services and the closing of Fire Station #4. Also shared her concerns about the City Manager’s salary.

Judith Tredway    Wanted to remind City Council about the potential of imposing an
Employee Tax on city workers that do not live in Evanston. Wanted to keep the adequate staffing in the Health Department so the city can have a certified Health Department.

Ally Harned  Said there was no impact on the budget by saving the Harley Clarke mansion.

Ray Friedman  Asked why City Council did not act accordingly based on the survey information they gathered by the residents. Also talked about Robert Crown, Harley Clarke and Howard Theater.

Doreen Price  Said there is no enough money being invested in affordable housing.

Eileen Wiviott  Minister from the Unitarian Church of Evanston who voiced her support for mental health care services in Evanston.

Daniel Yamshon  Said there needs to be appropriate specialist in the Health Department in order to respond to emergencies.

Rose Welch  Talked about the effects the budget cuts will have to the proposed staff downsizing.

Priscilla Giles  Asked why the salaries of some members of the dias are not being cut, while important services in the city are being slashed.

Nolan Robinson  Stated that increasing taxes on ride-sharing services is bad for business and asked City Council to not increase the tax.

**Special Order of Business**

(SP1) **Public Benefits for Planned Developments**

Staff requests City Council direction, which could come in the form of a referral to the Plan Commission if a Text Amendment is recommended or a recommendation for no further action.

**For Discussion**

*Referred to the Planning Commission*
Staff requests City Council direction regarding addressing current Downtown zoning regulations.

**For Discussion**

Item was held

**For Action: Receive and Place on File**

Motion made to Receive and Place on File

Passed 8-0

City Council approved Ordinance 107-O-18, amending Title 5, Chapter 7 of the City Code, “Inclusionary Housing,” contingent on City Council’s decision on affordability levels for homeownership in §5-7-6(B)1.

Motion to amend Ordinance to include a review clause at 36 months

Passed 9-0

Motion to suspend the rules to allow reconsideration on SP4

Passed 9-0

Motion to adopts all IDUs at 100% AMI

Passed 8-1

Ald. Rue Simmons voted “No”

Motion to approve Ordinance as amended

Passed 8-1

Ald. Rue Simmons voted “No”

For Action

Passed 8-1

Ald. Rue Simmons voted “No”
Approval of a $200 fee for Initial Registration of an Existing Dwelling Unit and a $75 to $375 Fine for Renting an Unregistered Dwelling Unit

City Council approved the proposed fee of $200 for the initial inspection and registration of an Accessory Dwelling Unit/coach house, and a fine from $75 to $375 for renting an unregistered unit following the “amnesty period.” In addition, staff recommends this fee and fine schedule be adopted for initial rental registration of all existing dwelling units. This will be consistent with registration for other types of businesses and will recover the direct costs of the initial rental inspections and registrations.

For Action
Passed 9-0

Resolution 100-R-18 to Approve an Intergovernmental Agreement for the 2020-2025 Assessment of Fair Housing

City Council approved Resolution 100-R-18 to Approve an Intergovernmental Agreement for the 2020-2025 Assessment of Fair Housing (AFH). The City is required to include information about barriers to fair housing and what actions it will take to affirmatively further fair housing in its 2020 – 2024 Consolidated Plan to continue to receive its federal entitlement grants. The City would contribute $13,000 of the total AFH budget of $327,000. The AFH will be funded from the City’s Community Development Block Grant (CDBG) under CDBG Administration, 215.21.5220.62490 and/or its HOME Investment Partnerships grant, 240.21.5430.62490. Payments may be from the 2018 or 2019 grants depending on timing of invoices.

For Action
Passed 9-0

Different Forms of Shared Housing

City Council members requested more information on various types of shared housing options. Different types of shared housing include: co-housing, housing co-operatives, home sharing, and rooming houses, which are identified in the corresponding memorandum. Rooming houses are the only type of shared housing currently addressed in Evanston’s City Code.

For Action: Received and Place on File
Passed 9-0
(SP8) **Evanston Development Corporation Presentation**

Representatives from the Evanston Development Corporation will present City Council with an overview of its activities.

For Discussion

(SP9) **Fiscal Year 2019 Budget Workshop**

No formal action will be taken regarding the FY 2019 Budget. Budget documents are available here: www.cityofevanston.org/city-budget/.

For Discussion

**Motion to remove the Assistant Health Director, Health Educator and Communicable Disease Specialist positions from being considered for elimination**

Failed 5-3  Ald. Wynne, Wilson, Suffredin, Revelle & Fiske voted “No”

(SP10) **For Appointment to:**

**Affordable Housing Plan Steering Committee - Ellen Cushing**

Ellen Cushing serves as chair of the City’s Housing and Homelessness Commission. Previously, she served as a two-term board member for Connections for the Homeless and as a member of the Community Partners for Affordable Housing Advisory Board. Ellen volunteers her time at Hilda’s Place and at the Interfaith Action overnight homeless shelter.

**Affordable Housing Plan Steering Committee - Sarah Delgado**

Sarah Delgado is the community engagement and education manager for the Chicago Area Fair Housing Alliance, where she analyzes municipal housing policies and provides technical assistance to municipal governments concerning fair housing policies and procedures. Sarah is a member of the Steering Committee of Joining Forces for Affordable Housing.

**Affordable Housing Plan Steering Committee - Aum Harvey**

Aum Harvey is an ETHS alumna and a former 20-year resident of Evanston seeking affordable housing solutions for her hometown. Aum holds a Master of Business Administration and currently works for the U.S. Department of Veterans Affairs.

**Affordable Housing Plan Steering Committee - Stephanie Murray**

Stephanie Murray is a 25-year resident of Evanston and has worked in the community for the past 17 years at First Bank & Trust, where she serves as assistant vice president of consumer lending and specializes in home equity lending. Stephanie holds a Master of Public Administration with a
concentration in financial management.

**Affordable Housing Plan Steering Committee - Jennifer O'Neil**
Jennifer O'Neil has 45 years of experience in the management and development of residential real estate and the administration of subsidy programs. During her career, she has designed and implemented housing mobility, self-sufficiency and homeownership programs serving more than 7,000 low-income families. Jennifer is president of the North Shore Village Board of Directors and serves as a member of the Steering Committee for Joining Forces for Affordable Housing.

**Affordable Housing Plan Steering Committee - Rodney Orr**
Rodney Orr is a recent graduate of Northwestern University and currently works as a medical assistant at Howard Brown Health. Rodney serves on the Board of Directors for Project Fierce Chicago, which provides transitional housing to homeless LGBTQ+ young adults in North Lawndale.

**Affordable Housing Plan Steering Committee - Uri Pachter**
Uri Pachter is a senior planner with Valerie S. Kretchmer Associates, where he conducts market assessments and feasibility studies for affordable and market rate residential developments in the Chicago area. Uri led an equitable transit oriented development endorsement program (eTOD) in the Bay Area while serving as a project manager at Greenbelt Alliance. He volunteers his time as an advanced tax preparer for the Volunteer Income Tax Assistance Program at the Evanston Public Library.

**Affordable Housing Plan Steering Committee - Eleanor Revelle**
Eleanor Revelle serves as alderman of the City’s 7th Ward and has been the City Council representative on the Housing and Homelessness Commission since the spring of 2017. Alderman Revelle is also a member of the City’s Inclusionary Housing Ordinance Subcommittee.

**Affordable Housing Plan Steering Committee - Michael Roane**
Michael Roane has 15 years of experience in affordable housing and community development in the public, private and nonprofit sectors. He currently serves as vice president at Brinshore Development, where he manages complex residential and mixed-use urban development projects throughout the Midwest and serves as team leader for the development of affordable housing projects. Michael earned a master’s degree in Urban Planning at the University of Virginia.

**Affordable Housing Plan Steering Committee - Christopher Rothwell**
Christopher Rothwell is a member of the Community Investment group at Federal Home Loan Bank of Chicago, where he helps provide grant funds to affordable housing projects through the Affordable Housing Program.
Christopher has a bachelor’s degree in Political Science from Florida State University and a J.D. from the Chicago-Kent College of Law.

**Affordable Housing Plan Steering Committee - Timothy Stroh**
Timothy Stroh has worked as a realtor in Evanston’s off-campus student housing market for more than 10 years, representing both landlords and renters. As a property manager and broker at Honore Properties, Timothy manages the day-to-day operations of 17 residential buildings. Previously, Timothy served as a member of the Evanston Arts Council.

**For Action**
*Passed 5-4* Ald. Rue Simmons, Suffredin, Fleming & Fiske voted “No”

(SP11) **For Reappointment to:**
Preservation Commission - Robert Bady

**For Action**
*Passed 9-0*

**Call of the Wards**

<table>
<thead>
<tr>
<th>Ward</th>
<th>Report</th>
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<tbody>
<tr>
<td>1:</td>
<td>No Report</td>
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<tr>
<td>2:</td>
<td>Shared his condolences to the family of Pierre Jean-Paul. Thanked staff and City Council for moving the street naming ceremony to an earlier date.</td>
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<tr>
<td>3:</td>
<td>Thanked Rabbi London and the Beth Emet congregation for hosting the prayer vigil. On Thursday, November 1, office hours will be from 7-10 a.m. at Brothers K.</td>
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<tr>
<td>4:</td>
<td>No Report</td>
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<tr>
<td>5:</td>
<td>No Report</td>
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<tr>
<td>6:</td>
<td>No Report</td>
</tr>
<tr>
<td>7:</td>
<td>Gave an update about a developer who requested road access to his land lot</td>
</tr>
<tr>
<td>8:</td>
<td>No Report</td>
</tr>
</tbody>
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Ward 9: Thanked 9th Ward residents for attending meeting and voicing their concerns.

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
SPECIAL CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, November 5th, 2018

Present:

<table>
<thead>
<tr>
<th>Alderman Fiske</th>
<th>Alderman Revelle</th>
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<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Rainey</td>
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<td>Alderman Wynne</td>
<td>Alderman Fleming</td>
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<tr>
<td>Alderman Wilson</td>
<td>Alderman Suffredin</td>
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<tr>
<td>Alderman Rue Simmons</td>
<td>(9)</td>
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</tbody>
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Absent:

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty thanked the 4th grade class of Dewey Elementary School and 1st grade class of Oakton Elementary School for taking a field trip to City Hall to learn about local government.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz had no announcements

City Clerk’s Communications

City Clerk Reid reminded residents of the November 6, 2018 Election. Also shared Early Voting numbers for Evanston. Lyft and Uber will provide free rides to election polls.

Public Comment

Michael Vasilko  
Opposed any of the levies, taxes, fees and fines proposed by City Council and City Staff. Wanted to know who is challenging spending $3,000 for food and vaccines for the animal shelter. Talked about the organizational chart not representing the current view of the city. Questioned why the City Clerk’s Office budget was slashed 50 percent compared to other departments who only saw a budget cut of 5 percent. Mr. Vasilko believes the City Council is picking on the Clerk’s Office. Asked why the Library Director’s contract isn’t being renegotiated. Wanted reassurance from City Council that a final vote will be brought back for discussing relating to Harley Clarke.

Toni Rey  
Thanked City Council and staff for improving the Inclusionary Housing Ordinance.

Meg Krulee  
On behalf of the District 65 teachers union, she expressed their opposition of the closing of Fire Station #4 or reduction of emergency response vehicles. Stated it would put the lives of the students in danger. Also is opposed of any budget cuts that would negatively impact Evanston students and residents.

Ray Friedman  
Shared some suggestions about the budget. Talked about creating a budget process committee that would have decision making impact
on the budget. Asked that staff create a page/website where residents can have their questions answered by City Council. Suggested that there be a flat 2-5 percent across the board on the proposed budget cuts.

Eric Paset Owner of Northshore Apartments and Condos that believes that taxes must be raised in order to keep services. Stated that landlords such as himself are forced to raise rent when property taxes go up. This has created less affordable housing in Evanston. Believes that in order to keep taxes low some services must be eliminated in order to prevent residents from leaving Evanston.

Doreen Price Talked about equity and references a few new articles that spoke about cities that speak about tackling the issue of equity.

Jessica Sales Thanked City Council members who have voiced their support for the Mental Health Board. Made a proposition to ensure grant writing is being continued for the Health Department. Believed that a 5-10 percent cut to the Health and Human Services Department would give the department ample time to regroup and find a solution to keep their services.

Jason Hays Expressed his anger towards the City Manager for continuing to propose slashing the Fire Department. Believes that cuts to social services will put a strain on the Fire Department staff and resources. Stated that the department cannot continue to serve the public and respond to the over 10,000 calls a year with a 20% reduction.

Juan’s Rizki Stated that the mismanagement of fund for projects and legal problems account for the deficit in the budget. Suggested there would be a 30-50 percent tax increase in the following years. Mr. Rizki expressed his doubts for the new Chief of Police, stating that City Manager Bobkiewicz hires under qualified people in his department that report to him. Thinks it’s unnecessary for Directors to have a car allowance.

Mary Rosinski Stated that volunteers who are experts in the preservation of the Harley Clarke mansion could bring revenue for the city if given the chance to run the mansion. Said it would be a huge mistake to close down Fire Station #4. Asked City Council to not close the fire station.
Special Order of Business

(SP1) Fiscal Year 2019 Budget Workshop

No formal action will be taken regarding the FY 2019 Budget. Budget documents are available here: www.cityofevanston.org/city-budget/.

For Discussion

Motion: Ald. Rainey

Call of the Wards

Ward 1: Thanked the staff for all of their hard work. Also shared her concern over comments being made by residents about city staff and their work. Wants everyone to work together.

Ward 2: Wanted to share his thoughts on comments made towards city staff. Believes that disparaging remarks are not appropriate towards staff and hopes the public keeps that in mind when making public comments

Ward 3: Thanked staff for all of their hard work

Ward 4: Thanked the city staff for their hard work and commitment to the city

Ward 5: No Report

Ward 6: No Report

Ward 7: No Report

Ward 8: Suggested that Mayor Hagerty control the tone of public comment

Ward 9: No Report
Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, November 12th, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons

Alderman Revelle
Alderman Rainey
Alderman Fleming
Alderman Suffredin

Absent:

(9)

Presiding:

Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty Announcements:
● National Hunger & Homelessness Awareness Week, November 11-17 2018

City Manager’s Public Announcements

City Manager Wally Bobkiewicz Announcements:
● Retirement of Bob Dorneker, Assistant Director of Parks, Recreation &
  Community Services
● Recognition of Cindy Plante, Economic Development Coordinator

City Clerk’s Communications

City Clerk Reid shared his November 6, 2018 Post Election Snapshot presentation

Public Comment

Lonnie Wilson  Spoke about the budget and the Youth and Young Adult Services
Cherylette Hilton  Asked to prioritize the Youth and Young Adult Services by not
                 reorganizing the program. Asked City Council to keep the current
                 structure of the program.
Robin Robinson  Spoke on behalf of Kevin Brown and the Youth and Young Adult
                 Services. Doesn’t want the program to be dismantled because of the
                 evidence that shows the benefit of the program.
Sharon Weeks   Read a letter on behalf of Rev. Michael Nabors. The letter spoke of a
                 budget that will benefit all residents, especially those of minority
                 communities. The letter ask
Josh Hall       Shared his opposition to the proposal to the Youth and Young Adult
                 Services
Allie Harned    Asked City Council to stop all discussing regarding the demolition of
                 the Harley Clarke mansion. Said the referendum results in favor of
                 preservation speaks to where residents stand on the issue.
Mary Rosinski  
Stated that the Harley Clarke referendum results were a statement on the preservation of the mansion.

Jen Shadur  
Wanted to partner with the city to create a self sustaining, revenue generating facility. Asked City Council to give her group the opportunity to generate revenue with the Harley Clarke mansion.

Pastor Daniel Ruen, Grace Lutheran Church  
Stated that he is encouraged by the recent proposed emphasis for public health and safety. Concerned that there is still at 20 percent proposed cut to the Mental Health Board. Believes that the budget process is not transparent for the residents of Evanston.

Alyce Barry  
Questioned the motives by the City Manager to dismantle the current Youth and Young Adult Services structure. Asked City Council to preserve the program as it currently stands.

Roger Williams  
Member of Prioritize Our People Coalition, who wanted to know why the City Manager is trying to reorganize the Youth and Young Adults Services. Said that the proposed promotion for Kevin Brown isn't a promotion. Doesn't want the Youth and Young Adults Services program to be reorganized.

Gail Schechter  
Spoke about the Youth and Young Adult Services program.

Peg Haar  
Stated that a 20 percent cut in the Mental Health budget will negatively impact low income residents. Asked City Council to consider not making cuts to the program.

James Engelman  
Suggested raising fees for services provided by the Fire Department.

Paul Barker  
Believes the current program of the Youth and Young Adult Services should be moved. Implored City Council members to gather all the facts in order to make a better decision about the program.

Meredith Dorneker  
Daughter of Bob Dorneker, Assistant Director of Parks, Recreation & Community Services who thanked the city for recognizing her father on his accomplishment during his tenure for the City of Evanston.

Andrew Fisher  
Voiced his support on behalf of the Evanston Climate Action Plan. Said that Evanston should be a leader in setting the tone for other communities to follow.

Laura Winston  
Spoke about sustainability in Evanston.

Lesley Williams  
Expressed her concerns over the proposed restructuring of the Youth and Young Adult Services.
Clare Kelly  Shared her disapproval of the new Robert Crown Center. Talked about the debt services and bonds needed to fund the project.  

Michele Hays  Spoke about social services in Evanston and how it is unfair to have those roles be carried out by volunteers. Said Evanston needs to represent those in lower income brackets.  

Joey Rodger  Thanked City Council and staff for their efforts in creating the budget  

Vivian Chou  Voiced her support for the Youth and Young Adult Services. Asked City Council to support the program  

Doreen Price  Talked about investing in local businesses and meter readers.  

Betty Ester  Spoke about the workforce development plan.  

Margaret Rothe  Spoke about the Youth and Young Adult Services. Stated there are several young kids in Evanston with no resources, but the program under Kevin Brown is instrumental in the lives of the kids.  

Judy Kemp  Spoke about the arts in Evanston. She was happy to see grants reinstated in the budget for the arts. Said it was important the city keeps its commitment to the arts in the city  

Ray Friedman  Talked about the city budget and the deficit. Talked about projects being developed during a budget crisis.  

Angalia Bianca  Voiced her support for the Youth and Young Adult Services. Talked about the support this program provides the “at risk” youth.  

Neil Gambow  Shared his experience working with Kevin Brown and the success of the Youth and Young Adult Services.  

Farrel Wilson  President of the Theo Ubique Cabaret Theatre, who thanked City Council for their support.  

Lorraine Dostal  Secretary of the Board for the Theo Ubique Cabaret Theatre, who thanked City Council for their support.  

Michael Mclean  Made a clarification about the parking spaces at 1571 Maple Avenue. He has requested 55 parking spaces, as opposed to the staff recommendation of 70  

Albert Gibbs  Spoke about agenda items that are meant to increase revenue for the city. These agenda items focus on parking in Evanston. Said the increase of fines and fees will affect low income residents the most.
Special Order of Business

(SP1) Fiscal Year 2019 Budget / Revised 2019 Budget Balancing Worksheet

No formal action will be taken regarding the FY 2019 Budget. Staff presents City Council with a revised Budget Balancing Worksheet, incorporating changes discussed by City Council. All other Budget documents are available here: www.cityofevanston.org/city-budget/.

For Discussion
Direction give to Staff

Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meeting of October 22, 2018 and October 27, 2018.

For Action
Approved on Consent Agenda

(A1) Payroll – October 01, 2018 through October 14, 2018 $ 2,783,484.16

Payroll – October 15, 2018 through October 28, 2018 $ 2,909,989.58

Bills List – November 13, 2018 $ 4,529,828.66

For Action
Approved on Consent Agenda

(A2) Three-Year Agreement with School District 202 for Salt Purchase

City Council authorized the City manager to execute a three year agreement to sell road salt to Evanston School District 202. The agreement period is from November 15, 2018 to April 15, 2021. The price of salt for the period of November 15, 2018 to April 15, 2019 is $70.63 per ton.

For Action
Approved on Consent Agenda
(A3) **Three-Year Agreement with School District 65 for Salt Purchase**

City Council authorized the City manager to execute a three year agreement to sell road salt to Evanston School District 65. The agreement period is from November 15, 2018 to April 15, 2021. The price of salt for the period of November 15, 2018 to April 15, 2019 is $70.63 per ton.

*For Action*

*Approved on Consent Agenda*

(A4) **Approval of Contracts for Water Treatment Chemicals for Use in Fiscal Year 2019**

City Council authorized the City Manager to execute contracts with the following four vendors to supply water treatment chemicals in response to Bid 18-44: 1) Alexander Chemical Corporation (315 Fifth Street, Peru, IL 61354) in the amount of $167,040.00 to supply liquid aluminum sulfate (alum) and $57,459.60 to supply chlorine; 2) Pencco, Inc. (P.O. Box 600, San Felipe, Tx 77473) in the amount of $119,880.00 to supply HFS acid (fluoride); 3) Polydyne Inc. (One Chemical Plant Road, Riceboro, GA 31323) in the amount of $59,400.00 to supply polymer; and 4) Carus Group Inc., (315 Fifth Street, Peru, IL 61354) in the amount of $134,400.00 to supply blended polyphosphate. The total of these proposed purchases is $538,179.60. Funding for the purchase of alum, chlorine, fluoride and polymer is from the Water Fund account 510.40.4220.65015, which has a proposed budget allocation of $525,500.00 for FY2019. Blended polyphosphate is purchased from the Water Fund account 510.40.4220.65030, which has a proposed FY2019 budget allocation of $114,100.00.

*For Action*

*Approved on Consent Agenda*

(A5) **Purchase of Directional Drilling Machine from Vermeer Midwest Inc.**

City Council authorized the City Manager to execute a contract with Vermeer Midwest Inc. (2801 Beverly Drive, Aurora IL 60502) for the purchase of a directional drilling machine in the amount of $99,939.00. Funding for the purchase of the directional drilling machine is from the Water Fund account 510.40.4230.65702, which has a budget allocation of $540,000.00 and a YTD balance of $501,868.18.

*For Action*

*Approved on Consent Agenda*
(A6) **Contract with Thieneman Construction, Inc. for the Clearwell 9 Replacement Project (Treated Water Storage)**

City Council authorized the City Manager to execute a contract for the Clearwell 9 Replacement Project (Bid No. 18-30) with Thieneman Construction, Inc. (17219 Foundation Parkway, Westfield, IN 46074) in the amount of $19,213,700.00, contingent upon receiving the appropriate loan funding from the Illinois Environmental Protection Agency (IEPA). It is anticipated that the IEPA will provide loan funding from the State Revolving Fund in an amount up to $22,800,000.00 for engineering and construction of this project. With this funding, all eligible engineering and construction costs would be funded by a loan repaid over 20 years at 1.84% interest. IEPA loan funding for this work will be routed through the Water Fund, Capital Improvement (Account 513.71.7330.65515-733107), which has an FY 2019 budget allocation of $13,400,000 for this project.

**For Action**
**Approved on Consent Agenda**

(A7) **Change Order Number 4 to Agreement for Treated Water Storage Replacement Project Engineering Services with CDM Smith**

City Council authorized the City Manager to execute Change Order No. 4 to the agreement for the Treated Water Storage Replacement Project Engineering Services with CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) to extend the contract time to March 31, 2021 which is the end of the planned construction period and close-out activities. There is no change in contract price.

**For Action**
**Approved on Consent Agenda**

(A8) **Change Order Number 1 to Contract with Monson Nicholas Inc. for the Service Center Parking Deck Restoration**

City Council approved Change Order #1 to the contract with Monson Nicholas Inc. (714 North Yale Avenue, Villa Park, Illinois 60181) reducing the contract for the Service Center Parking Deck Restoration by $67,576.77. The change is due to the reconciliation between the contractual quantities and the actual quantities provided for the Service Center Emergency Repairs. This will reduce the existing agreement amount from $526,074.00 to $458,497.23. Funding will be provided from the Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4118.65515-617023).

**For Action**
**Approved on Consent Agenda**
(A9) **Change Order Number 1 to Consulting Contract with Wiss, Janney, Elstner Associates, Inc. for Service Center Emergency Repairs**

City Council approved Change Order #1 to a contract with Wiss, Janney, Elstner Associates, Inc. (330 Pingsten Road, Northbrook, IL, 60062) that will increase the agreement amount by $19,500, from $44,300 to $63,800. The change is for additional services provided for the Service Center Emergency Repairs. Funding will be provided from the Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515-617023).

**For Action**
Approved on Consent Agenda

(A10) **Contracts for 2018-2019 Snow Tow Program**

City Council authorized the City Manager to execute sixteen (16) contracts for snow towing services in an amount not to exceed $60,000. A complete list of vendors can be found on the corresponding transmittal memorandum and attachments. Funding for snow towing contractors is provided by the Snow and Ice Control General Fund (Account 100.40.4550.62451).

**For Action**
Approved on Consent Agenda

(A11) **Professional Services Agreement with We Got Game, LLC for City of Evanston Athletics Programs**

City Council authorized the City Manager to execute a professional services agreement with We Got Game, LLC (3553 W. Peterson Ave #106, Chicago, IL 60659) for the City of Evanston Athletics Programs run at Robert Crown and Chandler-Newberger Centers. The agreement is for three (3) years with a mutual option to renew for two (2) additional one (1) year options. The agreement period will run from January 1, 2019 through December 31, 2021. Instruction expenses will be paid from Accounts 100.30.3035.62505 and 100.30.3030.62505. Compensation for the vendor varies based on the type of program and number of weeks the camps/programs operate, and will work within the fee structure (70% of revenue to vendor/ 30% of revenue to City).

**Motion to reduce length of contract from a three-year agreement to one year, which will run from January 1, 2019, to December 30, 2019.**
Passed 8-1

Ald. Fleming voted “No”
For Action
Passed 8-1

Ald. Fleming voted “No”

(A12) Ordinance 131-O-18, Increasing the Number of Class U Liquor Licenses for Theo Ubique Cabaret Theatre at 721 Howard Street

City Council adopted Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (U) to increase the number of Class U Liquor Licenses from one (1) to two (2) and permit issuance of a Class U license to Theo Ubique Theatre, d/b/a Theo Ubique Cabaret Theatre, located at 721 Howard Street.

For Introduction and Action
Suspension of the rules for Introduction and Action
Approved on Consent Agenda

(A13) Ordinance 132-O-18, Increasing the Number of Class D Liquor Licenses for Tuko Cantina at 817 University Place

City Council adopted Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (D) to increase the number of Class D Liquor Licenses from fifty-one (51) to fifty-two (52) and permit issuance of a Class D license to 817 University LLC, d/b/a Tuko Cantina located at 817 University Place.

For Introduction
Approved on Consent Agenda

(A14) Ordinance 117-O-18, Amending Section 7-12-17 Increasing the Meter Charges and Water Rates

City Council adopted Ordinance 117-O-18, which would increase the water meter charges and water rates by eleven percent (11%).

For Introduction
Approved on Consent Agenda

(A15) Ordinance 118-O-18, Amending Section 7-13-3 Decreasing the Sewer User Rates

City Council adopted Ordinance 118-O-18, which would decrease the sewer user rate by 7.5%, from $3.66 to $3.39 per billing unit (100 cubic feet of water consumed).
(A16) Ordinance 128-O-18, Amending Title 8, Chapter 4, Municipal Solid Waste and Increasing the Sanitation Service Charges

City Council adopted Ordinance 128-O-18, modifying Title 8, Chapter 4 of the City Code for Municipal Solid Waste increasing the service charges for refuse collected in 95 and 65 gallon roll out carts by 15%, the collection of refuse from condominiums by 2.3% and the charges for special pickups beginning January 1, 2019.

For Introduction
Passed 8-1
Ald. Fleming voted “No”

(A17) Ordinance 130-O-18, Amending Section 7-2-6 (G), Moving Vehicle Parking and Storage Containers on Public Ways

City Council adopted Ordinance 130-O-18, which would increase the fee to allow public parking spaces and/or other public right-of-way to be reserved for loading and unloading of moving vehicles and storage containers without obstructing traffic flow from $100.00 to $120.00 beginning January 1, 2019.

For Introduction
Approved on Consent Agenda

(A18) Ordinance 134-O-18, Amending Subsections 10-4-5-2(B)(7) and (11) “Parking in Predominantly Residential Areas”

City Council adopted Ordinance 134-O-18, amending City Code subsections 10-4-5-2(B)(7) and (11) “Parking in Predominantly Residential Areas” to amend the permit renewal date and increase the residential parking permit from $15.00 to $30.00.

For Introduction
Approved on Consent Agenda

(A19) Ordinance 142-O-18, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 17, Schedule XVII: Parking Violation Penalties

City Council adopted Ordinance 142-O-18, amending City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties increasing the fine for a street sweeping violation by thirty five dollars ($35) to seventy five dollars ($75) with a fifty dollar ($50.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability. A policy change regarding towing procedures will accompany this change to reduce the financial hardship and inconvenience that vehicle owners currently endure as part of sweeping
operations. Staff also recommends increasing the fine for an expired parking meter by five dollars ($5) to twenty-five dollars ($25) effective January 1, 2019 as part of the FY2019 budget proposal.

For Introduction
Approved on Consent Agenda

(A20) Ordinance 145-O-18, Amending Various Sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones”

City Council adopted Ordinance 145-O-18, amending various sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones” adding Sunday enforcement from twelve o’clock (1:00) p.m. to nine o’clock (9:00) p.m., increasing the rate of all two (2) hour meters from one dollar ($1.00) per hour to one dollar fifty cents ($1.50) per hour, all long term meters from twenty-five cents ($.25) per hour to fifty cents ($.50) per hour and all twenty (20) minute meters from twenty-five cents ($.25) to fifty cents ($.50) beginning March 1, 2019 with an automatic increase to two dollars ($2.00) per hour and fifty cents ($.50) per fifteen (15) minutes in FY 2020. The cost of replacement stickers and reprogramming the parking meters will be paid for through the Parking Fund.

For Introduction
Approved on Consent Agenda

(A21) Ordinance 143-O-18, Amending “Schedule of License Fees” of City Code Section 10-8-3(A) – “Wheel Tax”

City Council adopted Ordinance 143-O-18 amending Section 10-8-3(A), “Schedule of License Fees”, increasing the annual license fees by $10.00.

For Introduction
Approved on Consent Agenda

(A22) Ordinance 148-O-18, Amending Section 3-25-2 “Imposition of Tax” to Increase the Real Estate Transfer Tax for Transactions with a Sale Price over $1,500,000

City Council adopted Ordinance 148-O-18, amending City Code Section 3-25-2, “Imposition of Tax” to increase the Real Estate Transfer Tax for sales with a price over $1,500,000.01. For sale prices: up to $1.5 million the tax is $5.00 for every $1,000 of value; from $1,500,000.01 to $5 million the tax is $7.00 for every $1,000 of value; and prices at $5,000,000.01 or more the tax is $9.00 for every $1,000 of value.
(A23) Ordinance 136-O-18, Expediting Planning & Zoning Review and Building Permits

City Council adopted Ordinance 136-O-18, amending Ordinance 125-O17 regarding the City of Evanston Permit Fee Schedule. The proposal will create an application and fee schedules for expediting permit and plan review services.

(A24) Ordinance 135-O-18, Amending Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” to Add Bed and Breakfast Establishments

City Council adopted Ordinance 135-O-18, amending Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” to add Bed and Breakfast Establishments.

(A25) Ordinance 137-O-18, Amending Title 5, Chapter 9, Licensing of Vacation Rentals

City Council adopted Ordinance 137-O-18, amending Ordinance 50-O13 to improve compliance with vacation rental licensing requirements. Staff proposes to increase vacation rental licensing fees to align with cost of administering the program.

(A26) Ordinance 141-O-18, Amending Rental Registration of Rental Residential Buildings to Include Inspection Requirements and Add Accessory Dwelling Units

City Council approved Ordinance 141-O-18 Amending Rental Registration of Rental Residential Buildings to include inspection requirements and the addition of accessory dwelling units. This amends the rental registration process to include a fee of $200 for the initial inspection and registration of existing dwelling units, including accessory dwelling units (ADUs)/coach houses, and a fine from $75 to $375 for renting an unregistered unit following the “amnesty period.” These changes, including the fee structure, were approved unanimously by City Council on October 29, 2018.
(A27) Ordinance 133-O-18, Amending Section 3-2-19, “Transportation Network Company Tax”

City Council adopted Ordinance 133-O-18, Amending Section 3-2-19 of the Evanston City Code, “Transportation Network Company Tax.” The Ordinance adds the definition of shared rides and solo rides, and adds a fee of forty-five cents ($0.45) per solo ride in a transportation network vehicle.

Motion to amend the ordinance for the tax be tiered. Shared rides at 20 cents, solo rides at 45 cents and wheelchair accessible rides be tax-free.  
Passed 9-0  

Motion: Ald. Suffredin

(A28) Ordinance 150-O-18 Amending Section 9-2-3 (B), Increasing Fire Department Transport Fees

City staff requests City Council adoption of Ordinance 150-O-18 amending Section 9-2-3 of the City Code, increasing the ambulance transport fees to $1,500 irrespective of the type of call.

(A29) 2018 Holiday Parking

City Council approved a free holiday validation program for parking meters and the City’s three Downtown Self-Park Garages for evenings and weekends beginning November 24, 2018 through January 5, 2019. Funding is provided by the Parking Fund. The anticipated expense for this program is estimated at $30,000.
(P1) **Vacation Rental License for 1918 Jackson Avenue**

City Council approved a Vacation Rental License for the property located at 1918 Jackson Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval. This item was held at the October 8 meeting until the next Planning & Development meeting.

**For Action**
Approved on Consent Agenda

(P2) **Vacation Rental License for 1005 Dewey Avenue**

City Council approved a Vacation Rental License for the property located at 1005 Dewey Ave. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**
Approved on Consent Agenda

(P3) **Resolution 99-R-18, Authorizing the City Manager to Purchase Two Vacant Lots Located at 2122 Darrow Avenue and 2113 Dewey Avenue**

City Council approved Resolution 99-R-18 authorizing the City Manager to purchase two vacant lots located at 2122 Darrow Avenue and 2113 Dewey Avenue in Evanston, Illinois for the sum of two dollars ($2.00). 2122 Darrow Avenue and 2113 Dewey Avenue are vacant land acquired as foreclosed housing with Neighborhood Stabilization Program 2 (NSP2) funds. The properties are being transferred to the City so the City may close out its NSP2 grant with Housing and Urban Development by December 31, 2018.

**For Action**
Approved on Consent Agenda

(P4) **Ordinance 112-O-18, Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue**

City staff recommends adoption and the Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief for 42.5% building lot coverage where a maximum 30% is allowed, a 3’ south interior side yard setback where 5’ is required for the principal structure, a 3.5’ street side yard setback where 15’ is required for the principal structure, an 8.5’ street side yard setback where 15’ is required for a deck, a 10’ street side yard setback where 15’ is required for a detached garage, and a 1’ street side yard setback where 15’ is required for open parking, in the R1 Single Family Residential District. The Zoning Board of Appeals
determined the proposal does not meet all Standards for Major Variation, specifically that the proposal would result in a substantial adverse impact on the use, enjoyment or property values of adjoining properties, and that the requested variations are not the least deviation from the applicable regulations among the feasible options identified.

For Introduction
Held in Committee

(P5) Ordinance 144-O-18 Granting a Special Use for a Type 2 Restaurant and Drive-Through Facility, McDonald's Restaurant, at 1919 Dempster St.

City Council approved Ordinance 144-O-18 granting special use approval for a Type 2 Restaurant and a dual lane Drive-Through Facility for McDonald’s Restaurant in the C2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

For Introduction and Action
Approved on Consent Agenda

(P6) Ordinance 147-O-18, Major Adjustment to a Planned Development at 1571 Maple Avenue

City Council adopted Ordinance 147-O-18 for approval of a Major Adjustment to a Planned Development at 1571 Maple Avenue in order to modify the parking lease condition of approval (Z) from 101 parking spaces to 70 parking spaces available within either the Maple Avenue or Sherman Avenue garages, as well as to modify the on-site affordable housing condition of approval (Q) to provide one (1) one-bedroom on-site affordable housing unit to households with incomes at or below fifty percent (50%) of Area Median Income (AMI) instead of two (2) housing units affordable to households at or below 100% AMI. The period of affordability of the unit would remain at 10 years from first rent up.

Motion to amend the ordinance to remove Sherman Avenue garage, reduce parking spaces to 55 and increase the Area Median Income (AMI) to 60% for the affordable unit.  
Motion: Ald. Wilson
Passed 9-0

For Introduction
Passed 9-0
(O1) **Ordinance 140-O-18, Amending City Code Section 2-13-1, “Board Establishment and Composition” of the Board of Animal Control**

City Council adopted Ordinance 140-O18 amending Section 2-13-1 “Board Establishment and Composition” of the Board of Animal Control, reducing the number of members from seven (7) to six (6), and the number of City Council members from two (2) to one (1).

**For Introduction**  
Approved on Consent Agenda

(O2) **Dissolution of Taxicab Advisory Board**

City staff reports the Taxicab Advisory Board was dissolved through Ordinance 66-O-16, "Amending and Revising Title 3, Chapter 17 of the Evanston City Code Regarding Taxicabs and Motor Vehicles for Hire," by deleting the entire Section that referenced the Board.

**For Action: Accept and Place on File**  
Approved on Consent Agenda

(O3) **Contract for Consulting Services with Teska for Study and Creation of Special Service Area for Central Street and Green Bay Road**

City Council authorized the City Manager to execute a contract for consulting services for the study and creation of a special service area (SSA) for the Central Street and Green Bay Road area with Teska (627 Grove Street Evanston, Illinois 60201) for a total amount of $24,035. Economic development staff recommends utilizing the Economic Development Consulting Services Fund (Account 100.21.5300.62185). To date, no funds have been used from this account, leaving the account with $25,000.

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

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<thead>
<tr>
<th>Ward</th>
<th>Report</th>
<th>Watch</th>
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<tbody>
<tr>
<td>Ward 1:</td>
<td>No Report</td>
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<tr>
<td>Ward 2:</td>
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<td>Ward 3:</td>
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<td>Ward 4:</td>
<td>No Report</td>
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<td>Ward 5:</td>
<td>Ward meeting November 14 at 7:00 p.m. at Family Focus</td>
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<td>Ward 6:</td>
<td>No Report</td>
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<td>Ward 7:</td>
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<td>Ward 8:</td>
<td>No Report</td>
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<td>Ward 9:</td>
<td>Shared her frustration of not keeping the Youth and Young Adult Services intact through budget season for a more thorough discussion. Concerned the public has not been given a response by city staff in regards to the program. Wants a presentation prepared for residents to hear about the future of the program. Residents are voicing their frustration of not being heard by City Council about preserving the program.</td>
<td>Watch</td>
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## Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, November 19th, 2018

Present:

<table>
<thead>
<tr>
<th>Alderman Fiske</th>
<th>Alderman Revelle</th>
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<tr>
<td>Alderman Braithwaite</td>
<td>Alderman Rainey</td>
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<td>Alderman Wynne</td>
<td>Alderman Fleming</td>
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<tr>
<td>Alderman Wilson</td>
<td>Alderman Suffredin</td>
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<tr>
<td>Alderman Rue Simmons</td>
<td>(9)</td>
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Absent:

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty announced the passing of Pandora Pratt, Police Records Bureau Manager. Proclaimed November 24 as Small Business Saturday for the local businesses that contribute to the development of the city.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz invited staff to speak about the Illinois State Fire Marshall Presentation of Award to the City of Evanston – ISO Class 1 Status

City Clerk’s Communications

City Clerk Devon Reid read a letter submitted by Lisa DiChiera, Director of Advocacy for Landmarks Illinois.

Public Comment

Elliot Zashin
Voiced his support to fund the Victim Services Program. Cutting the service will decrease the form of care residents receive from the program.

Lenny Lampkin
Stated that the city is looking to privatize vital city services such as the Victims Services. Said this would provide a lack of care needed. Laying off the staff would mark the end of services victims need during their time of need.

Lesley Williams
Talked about the two staff members of the victim services and how their job has been compromised because they were relocated from the police department. The most vulnerable residents are the ones using these services and need the utmost care.

Melissa Appelt
Spoke against the proposed budget cuts from the Mental Health Board. Thanked City Council for the reinstatement of the budget for the Mental Health Board

Junad Rizki
Stated that his criticism of city staff is targeted towards Director level staff for their performance and not towards the workers conducting department operations. Spoke about the budget deficit and he
predicts a 15-20% tax increase for the year 2020.

Kathy Kearns  Voiced her support for any budget changes to keep Fire Station #4 operational. Shared the story of her son, who has an allergic reaction that would require EMS assistance if he were to ingest food he is allergic to. Asked City Council to fund Fire Station #4

Vivian Chou  Voiced her support for Victims Services. Said that restructuring of victim services is not a reflection of the values of Evanstonians. Privatizing the service will create barriers to the most vulnerable citizens of the city.

Traci Kurtzer  Spoke about supporting victims after a gun violence incident. Victims of gun violence rely heavily on the victims services provided by the city. The work provided by victim services help reduce the number of future incidents. Asked City Council to support the victims services.

Carl Klein  Voiced his support for the preservation of the Harley Clarke mansion.

Michael Vasilko  Shared his disappointment of City Council members who voted in favor of incurring millions of bonds at the expense of the Evanston tax payers. Said his criticism of Council members and city staff is not personal, but based of the facts presented by the budget.

Harris Miller  Shared his concerns about the proposed cuts to the victims services department. Said the work performed by the current staff is invaluable. Wants these services to work effectively with proper funding.

James Engelman  Believed that keeping crossing guards in the community is a good idea.

Joshua Hall  Shared his experience of talking with members of the community whose kids have benefited from the Youth and Young Adult Services. Asked City Council to reflect on how this service of the city can be improved to help residents.

Betty Ester  Wanted to know what the financial situation would be for the city if projections for the first quarter of 2019 are not received. This information must be known before the approval of the 2019 budget.

Doreen Price  Believes that social services are important for residents. Said inadequate representation in services would negatively affects those who require the service.

Ray Friedman  Congratulated City Council members and residents who actively participated in the budget process. Shared his idea of creating a 4 step process through which projects would be placed for
consideration and approval.

Alex Finnegan Voiced his support and advocacy for sustainability in Evanston. Creating a carbon neutral city would lower cost, rather than increase them. Asked City Council to support efforts for sustainability in Evanston. Watch

Dereka Ross Voiced her support for the continuation of funding of victim services. Shared her experience on working alongside the staff of victims services. Said she received tremendous support from the staff and believes it is an important service for the city and its residents. Watch

Consent Agenda

(1) Agreement for Crossing Guards Services with Andy Frain Services, Inc.

City Council authorized the City Manager to enter into a three-year agreement with Andy Frain Services, Inc. (761 Shoreline Drive, Aurora, IL 60504) to provide crossing guard services in an amount not to exceed $620,662 per year with two one year optional extensions (RFP #18-52). Funding will be from the School Crossing Guards Fund (Account 100.19.1942.61060).

For Action Passed 8-1 Ald. Suffredin voted “No” Watch

(2) Resolution 82-R-18, General Obligation Debt Property Tax Abatement

City Council adopted Resolution 82-R-18 abatement for General Obligation Bonds, Series 2010B.

For Action Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No” Watch
(3) **Resolution 83-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 83-R-18 abatement for General Obligation Bonds, Series 2011A.

**For Action**
Passed 7-2  
Ald. Simmons and Ald. Suffredin voted “No”

(4) **Resolution 84-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 84-R-18 abatement for General Obligation Bonds, Series 2012A.

**For Action**
Passed 7-2  
Ald. Simmons and Ald. Suffredin voted “No”

(5) **Resolution 85-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 85-R-18 abatement for General Obligation Bonds, Series 2013A.

**For Action**
Passed 7-2  
Ald. Simmons and Ald. Suffredin voted “No”

(6) **Resolution 86-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 86-R-18 abatement for General Obligation Bonds, Series 2013B.

**For Action**
Passed 7-2  
Ald. Simmons and Ald. Suffredin voted “No”

(7) **Resolution 87-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 87-R-18 abatement for General Obligation Bonds, Series 2014A.

**For Action**
Passed 7-2  
Ald. Simmons and Ald. Suffredin voted “No”
(8) Resolution 88-R-18, General Obligation Debt Property Tax Abatement

City Council adopted Resolution 88-R-18 abatement for General Obligation Bonds, Series 2015A.

For Action
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”

(9) Resolution 89-R-18, General Obligation Debt Property Tax Abatement

City Council adopted Resolution 89-R-18 abatement for General Obligation Bonds, Series 2015B.

For Action

(10) Resolution 90-R-18, General Obligation Debt Property Tax Abatement

City Council adopted Resolution 90-R-18 abatement for General Obligation Bonds, Series 2016A.

For Action
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”

(11) Resolution 91-R-18, General Obligation Debt Property Tax Abatement

City Council adopted Resolution 91-R-18 abatement for General Obligation Bonds, Series 2017A.

For Action
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”

(12) Resolution 92-R-18, General Obligation Debt Property Tax Abatement

City Council adopted Resolution 92-R-18 abatement for General Obligation Bonds, Series 2017C.

For Action
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”
(13) **Resolution 93-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 93-R-18 abatement for General Obligation Bonds, Series 2018A.

**For Action**
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”

(14) **Resolution 94-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 94-R-18 abatement for General Obligation Bonds, Series 2018B.

**For Action**
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”

(15) **Resolution 95-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 95-R-18 abatement for General Obligation Bonds, Series 2018C.

**For Action**
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”

(16) **Resolution 96-R-18, General Obligation Debt Property Tax Abatement**

City Council adopted Resolution 96-R-18 abatement for General Obligation Bonds, Series 2018D.

**For Action**
Passed 7-2 Ald. Simmons and Ald. Suffredin voted “No”

(17) **Ordinance 123-O-18: City of Evanston 2018 Tax Levy**


**For Action**
Passed 6-3 Ald. Simmons, Suffredin and Fleming voted “No”
(18) Ordinance 124-O-18: Evanston Library Fund 2018 Tax Levy

City Council adopted Tax Levy Ordinance 124-O-18, per Library Board action on October 17, 2018, which levies the annual property tax for the Evanston Public Library in the amount of $6,887,755.

For Action
Passed 6-3 Ald. Rue Simmons, Suffredin and Rainey voted “No”

(19) Ordinance 125-O-18: Solid Waste Fund 2018 Tax Levy

City Council adopted Tax Levy Ordinance 125-O-18, which levies the annual property tax for the Solid Waste Fund in the amount of $836,735.

For Action
Passed 6-3 Ald. Rue Simmons, Suffredin and Fleming voted “No”

(20) Ordinance 126-O-18: Special Service Area #4 2018 Tax Levy

City Council adopted Tax Levy Ordinance 126-O-18, which levies the annual property tax for Special Service Area #4 in the amount of $535,714.

For Action
Passed 9-0

(21) Ordinance 127-O-18: Special Service Area #6 2018 Tax Levy

City Council adopted Tax Levy Ordinance 127-O-18, which levies the annual property tax for Special Service Area #6 in the amount of $225,510.

For Action
Passed 9-0

(22) Ordinance 117-O-18, Amending Section 7-12-17 Increasing the Meter Charges and Water Rates

City Council adopted Ordinance 117-O-18, which would increase the water meter charges and water rates by eleven percent (11%).

For Action
Passed 9-0
(23) **Ordinance 118-O-18, Amending Section 7-13-3 Decreasing the Sewer User Rates**

City Council adopted Ordinance 118-O-18, which would decrease the sewer user rate by 7.5%, from $3.66 to $3.39 per billing unit (100 cubic feet of water consumed).

**For Action**
Passed 9-0

(24) **Ordinance 128-O-18, Amending Title 8, Chapter 4, Municipal Solid Waste and Increasing the Sanitation Service Charges**

City Council adopted Ordinance 128-O-18, modifying Title 8, Chapter 4 of the City Code for Municipal Solid Waste increasing the service charges for refuse collected in 95 and 65 gallon roll out carts by 15%, the collection of refuse from condominiums by 2.3% and the charges for special pickups beginning January 1, 2019.

Amended to remove $25 fee on recycling violations

**For Action**
Passed 5-4 Ald. Rue Simmons, Suffredin, Fleming and Fiske voted “No”

(25) **Ordinance 130-O-18, Amending Section 7-2-6 (G), Moving Vehicle Parking and Storage Containers on Public Ways**

City Council adopted Ordinance 130-O-18, which would increase the fee to allow public parking spaces and/or other public right-of-way to be reserved for loading and unloading of moving vehicles and storage containers without obstructing traffic flow from $100.00 to $120.00 beginning January 1, 2019.

**For Action**
Passed 9-0

(26) **Ordinance 134-O-18, Amending Subsections 10-4-5-2(B)(7) and (11) “Parking in Predominantly Residential Areas”**

City Council adopted Ordinance 134-O-18, amending City Code subsections 10-4-5-2(B)(7) and (11) “Parking in Predominantly Residential Areas” to amend the permit renewal date and increase the residential parking permit from $15.00 to $30.00.

**For Action**
Passed 8-1 Ald. Suffredin voted “No”
City Council adopted Ordinance 142-O-18, amending City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties increasing the fine for a street sweeping violation by thirty five dollars ($35) to seventy five dollars ($75) with a fifty dollar ($50.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability. A policy change regarding towing procedures will accompany this change to reduce the financial hardship and inconvenience that vehicle owners currently endure as part of sweeping operations. Staff also recommends increasing the fine for an expired parking meter by five dollars ($5) to twenty-five dollars ($25) effective January 1, 2019 as part of the FY2019 budget proposal.

For Action
Passed 5-4  Ald. Rue Simmons, Suffredin, Fiske and Braithwaite voted “No”

City Council adopted Ordinance 145-O-18, amending various sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones” adding Sunday enforcement from one o’clock (1:00) p.m. to nine o’clock (9:00) p.m., increasing the rate of all two (2) hour meters from one dollar ($1.00) per hour to one dollar fifty cents ($1.50) per hour, all long term meters from twenty-five cents ($.25) per hour to fifty cents ($.50) per hour and all twenty (20) minute meters from twenty-five cents ($.25) to fifty cents ($.50) beginning March 1, 2019 with an automatic increase to two dollars ($2.00) per hour and fifty cents ($.50) per fifteen (15) minutes on January 1, 2020. The cost of replacement stickers and reprogramming the parking meters will be paid for through the Parking Fund.

For Action
Passed 5-4  Ald. Rue Simmons, Suffredin, Revelle and Fiske voted “No”

City Council adopted Ordinance 143-O-18 amending Section 10-8-3(A), “Schedule of License Fees”, increasing the annual license fees by $10.00.

For Action
Passed 6-3  Ald. Rue Simmons, Suffredin and Fleming voted “No”
(30) Ordinance 148-O-18, Amending Section 3-25-2 “Imposition of Tax” to Increase the Real Estate Transfer Tax for Transactions with a Sale Price over $1,500,000

City Council adopted Ordinance 148-O-18, amending City Code Section 3-25-2, “Imposition of Tax” to increase the Real Estate Transfer Tax for sales with a price over $1,500,000.01. For sale prices: up to $1.5 million the tax is $5.00 for every $1,000 of value; from $1,500,000.01 to $5 million the tax is $7.00 for every $1,000 of value; and prices at $5,000,000.01 or more the tax is $9.00 for every $1,000 of value.

For Action Passed 9-0

(31) Ordinance 136-O-18, Expediting Planning & Zoning Review and Building Permits

City Council adopted Ordinance 136-O-18, amending Ordinance 125-O17 regarding the City of Evanston Permit Fee Schedule. The proposal will create an application and fee schedules for expediting permit and plan review services.

For Action Passed 9-0

(32) Ordinance 135-O-18, Amending Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” to Add Bed and Breakfast Establishments

City Council adopted Ordinance 135-O-18, amending Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” to add Bed and Breakfast Establishments.

For Action Passed 9-0

(33) Ordinance 137-O-18, Amending Title 5, Chapter 9, Licensing of Vacation Rentals

City Council adopted Ordinance 137-O-18, amending Ordinance 50-O13 to improve compliance with vacation rental licensing requirements. Staff proposes to increase vacation rental licensing fees to align with cost of administering the program.

For Action Passed 9-0
(34) Ordinance 141-O-18, Amending Rental Registration of Rental Residential Buildings to Include Inspection Requirements and Add Accessory Dwelling Units

City Council approved Ordinance 141-O-18 Amending Rental Registration of Rental Residential Buildings to include inspection requirements and the addition of accessory dwelling units. This amends the rental registration process to include a fee of $200 for the initial inspection and registration of existing dwelling units, including accessory dwelling units (ADUs)/coach houses, and a fine from $75 to $375 for renting an unregistered unit following the “amnesty period.” These changes, including the fee structure, were approved unanimously by City Council on October 29, 2018.

For Action
Passed 9-0

(35) Ordinance 133-O-18, Amending Section 3-2-19, “Transportation Network Company Tax”

City Council adopted Ordinance 133-O-18, Amending Section 3-2-19 of the Evanston City Code, “Transportation Network Company Tax.” The Ordinance adds the definition of shared rides, solo rides, and wheelchair accessible rides and increases the fee assessed for a solo ride from twenty cents ($.20) to forty-five cents ($.45) per solo ride in a transportation network vehicle. Wheelchair accessible rides are exempt from the fee and the fee assessed for a shared ride remains at twenty cents per ride ($.20).

For Action
Passed 9-0

(36) Resolution 101-R-18, Approving the 2019 Fiscal Year Budget of the City of Evanston

City Council approved Resolution 101-R-18 adopting the FY 2019 Budget of the City of Evanston, in the amount of $319,155,950.

Amendments:
1. Total expenditure $319,165,450; General fund expenditures $114,153,373.

2. Fund 2 FT victim advocate position for six months, eliminate vacant victim advocate position, and include funds for six-month contract with the YWCA. Services to be reviewed by June 1, 2019.
Motion to increase the existing amusement tax from 4% to 5%  
Failed 6-3  Ald. Rue Simmons, Rainey and Fleming voted “Yes”  
For Action  
Passed 6-3  Ald. Rue Simmons, Suffredin and Fleming voted “No”

Call of the Wards

Ward 1: Thanked everyone who voiced their opinion on the budget process

Ward 2: Thanked residents who participated in the budget discussion. Also informed the public about the new location of the Democratic Party of Evanston. Celebrated the NAACP fundraiser. Wished everyone a Happy Thanksgiving

Ward 3: Wished everyone a Happy Thanksgiving

Ward 4: Wished everyone a Happy Thanksgiving

Ward 5: Wished everyone a Happy Thanksgiving

Ward 6: Asked everyone to lock up their cars to prevent theft

Ward 7: Gave an update to the proposed easement request on the Canal Shore Golf Course

Ward 8: Thanked residents who wrote letters about the budget and attended the meetings

Ward 9: Thanked residents who participated in the budget discussion
Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
ADMINISTRATION & PUBLIC WORKS COMMITTEE
Monday, December 10, 2018
6:00 p.m.

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

AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN RUE SIMMONS

II. APPROVAL OF MINUTES OF REGULAR MEETING OF NOVEMBER 12, 2018

III. CONSENT CALENDAR
All matters listed under the Item III (3), Consent Calendar, are considered by the Committee to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately.

(A1) Payroll – October 29, 2018 through November 11, 2018 $ 2,965,372.47
Payroll – November 12, 2018 through November 25, 2018 $ 2,874,863.60
Bills List – November 27, 2018 $ 3,921,011.32
Bills List – December 11, 2018 $23,336,386.14

For Action

(A2) Purchase of Insurance/Renewals – Property, Excess Liability & Excess Worker’s Compensation for Fiscal Year 2019
City staff recommends approval to purchase the outlined policies at a total cost of $556,524. The policies will renew all insurance coverage for the City of Evanston for Fiscal Year 2019. Both insurance brokers are in the third year of a three-year contract award to place insurance coverages. Premium quotations received reflected the tightening of insurance markets across all sectors. There was a slight increase in cumulative total pricing for all policies by $680, which excludes the workers compensation and the new policy for environmental liability. Funding will be from the following funds: Insurance Fund Account 605.99.7800.62615 in the amount of $525,000; and Workers’ Compensation Fund Account 605.9978000.66044 in the amount of $130,000.

For Action
(A3) **2018 Post Bond Issuance Report**
Staff recommends the City Council review and place the 2018 Post Bond Issuance Report on file.
**For Action: Accept and Place on File**

(A6) **Three-Year Contract with Silk Screen Express, Inc. for AFSCME Uniforms**
Staff recommends the City Council authorize the City Manager to execute a purchase order in response to Bid #18-58 to award the 2019-21 AFSCME Uniform Contract to Silk Screen Express, Inc. (7611 W. 185th Street, Tinley Park, IL 60477) for a term of three years with a not to exceed amount of $187,500.00. Funding for 2019 will be from Public Works Agency- Clothing Fund (Account 100.40.4105.65020) with a FY19 YTD balance of $62,500.
**For Action**

(A7) **Contract for Emergency Purchase and Installation of Equipment and Services for a Fire Suppression System at Service Center – Data Center with Phoenix Fire Systems**
Staff recommends City Council authorize the City Manager to execute an agreement for the emergency purchase of equipment and services to install a Kidde-Fenwal Novec 1230 Clean Agent Fire Suppression System at 2020 Asbury Service Center -Data Room with Phoenix Fire Systems (744 Nebraska Street, Frankfort, IL 60423) in the amount of $34,945.00. This project will be funded from the Capital Improvement Fund 2018 General Obligation Bonds (Account No. 415.40.4118.65515 - 618033). This will use funding set aside for Facilities Contingency, which was budgeted at $275,000 in FY 2018 and has $120,039 remaining.
**For Action**

(A8) **Sole Source Purchase of Equipment from Dell Technologies for Data Center Operations Infrastructure Upgrade**
Staff recommends City Council authorize the sole source purchase of three Dell PowerEdge servers, two EMC storage area network appliances, and additional related equipment from Dell Technologies (1 Dell Way, Round Rock, TX, 78682) in the amount of $141,173.44. This purchase enables IT to replace failing infrastructure in the city’s data center that support critical City services. Funding is provided by Capital Improvement Fund in the amount of $50,000 in 2018 General Obligation Bonds and $91,173 from the 2019 Capital Improvement Fund using funding approved in the FY 2019 Adopted Budget.
**For Action**
(A9) **2019-2021 Renewal of Building Automation Service Agreement for HVAC Systems with Schneider Electric**

Staff recommends City Council authorize the City Manager to execute a three-year, single source service agreement for the Building Automation System (BAS) with Schneider Electric (17475 Palmer Blvd., Homewood, IL 60430) in the amount of $36,167.00 for FYI 2019, $37,005.00 for FYI 2020 and $37,869.00 for FYI 2021 to cover hardware/software and service visits for HVAC systems in 16 City buildings and properties. Initially in 2019 this is about a 27% increase from 2018 due to the addition of coverage for 8 more locations. In following years 2020 and 2021 this is less than a 3% increase each year. Funding will be from the Facilities Fund (Account 100.19.1950.62509).

*For Action*

(A11) **Resolution 111-R-18, One-Year Lease Agreement for Office Space at the Lorraine H. Morton Civic Center**

Staff recommends City Council adoption of Resolution 111-R-18 authorizing the City Manager to negotiate the lease of office space with Evanston Development Cooperative (EDC) at the rate of $324.50 per month for 12 months beginning January 2, 2019 for 275 square feet of space on the third floor of the Civic Center, Suite 3601.

*For Action*

(A12) **Resolution 107-R-18, Eight-Month Lease Renewal with Mudlark Theatre for Space at the Noyes Cultural Arts Center**

Staff recommends City Council approval of Resolution 107-R-18 authorizing the City Manager to enter into an agreement for an eight (8)-month renewal lease with Mudlark Theatre for space at the Noyes Cultural Arts Center. The monthly rental rate is $3,183.62, which includes a 2% increase from 2018 rates.

*For Action*

(A13) **Resolution 108-R-18, Nine-Month Lease with Evanston Children’s Choir for Studio Space at Noyes Cultural Arts Center**

Staff recommends City Council approval of Resolution 108-R-18 authorizing the City Manager to enter into an agreement for a nine (9)-month renewal lease with Evanston Children’s Choir for studio space at the Noyes Cultural Arts Center. The monthly rent rate is $1,362.92, which include a 2% increase from 2018 rates.

*For Action*

(A14) **Resolution 106-R-18, Twelve-Month Lease Agreements for Studio Space at Noyes Cultural Arts Center**

Staff recommends City Council approval of Resolution 106-R-18 authorizing the City Manager to enter into twenty-two (22) renewal agreements for a twelve (12) month lease for the artist leases for studios at the Noyes Cultural Arts Center. Fees include a two percent (2%) rental rate increase from 2018 rates.

*For Action*
(A16) **Resolution 109-R-18, Authorization to Negotiate and Execute an Easement for Existing Sidewalk in the Alley Adjacent to 324 Dempster Street**

Staff recommends City Council adopt Resolution 109-R-18 authorizing the City Manager to execute an easement agreement with the property owner of 324 Dempster Street for a two-and-a-half feet wide by seventy five feet long easement in the alley adjacent to property. The easement would be granted for a 50 year period.

For Action

(A17) **Ordinance 121-O-18, Donation of Ambulance to the North Regional Major Crimes Task Force Organization**

Staff recommends that City Council adopt Ordinance 121-O-18, directing the City Manager to donate an ambulance owned by the City to the North Regional Major Crimes Task Force, Major Crash Assistance Team. This vehicle has been determined to be surplus as a result of a new vehicle replacement being put into service.

For Introduction

(A22) **Ordinance 156-O-18, Increasing the Number of Class D Liquor Licenses for Lao Sze Chuan located at 1633 Orrington Avenue**

Local Liquor Commissioner recommends City Council adoption of Ordinance 156-O-18, amending Class D Liquor License from fifty-one to fifty-two for Fortune Cookie Group, Inc., d/b/a Lao Sze Chuan, 1633 Orrington Avenue. Alderman Fiske requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

For Introduction and Action

(A23) **Ordinance 157-O-18, Increasing the Number of Class H Liquor Licenses for Colectivo Coffee located at 716 Church Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 157-O-18, amending Class H Liquor License from one to two for Colectivo Coffee Roasters, Inc., d/b/a Colectivo Coffee, 716 Church Street. Alderman Fiske requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

For Introduction and Action
IV. ITEMS FOR CONSIDERATION

(A4) Contract with Amber Mechanical Contractors, Inc., for Chandler-Newberger Center HVAC Improvements Phase II

Staff recommends City Council authorize the City Manager to execute a contract for the Chandler-Newberger HVAC Improvements Phase II Project with Amber Mechanical Contractors, Inc. (11950 S. Central Ave., Alsip, Illinois) in the amount of $362,000.00. This project will be funded from the Capital Improvement Fund which has an available budget of $565,000 for this project. A further breakdown of funding can be found on the corresponding transmittal memorandum.

For Action

(A5) Contract with Landmark Contractors, Inc. for Sherman Avenue Improvements

Staff recommends City Council authorize the City Manager to execute a contract award for the Sherman Avenue Improvements Project (Bid #18-50) with Landmark Contractors, Inc. (11916 W. Main Street, Huntley, Illinois 60142), in the amount of $825,071.84. Funding is available through the Washington National TIF in the amount of $900,000 (Account No. 415.40.4218.65515-418028). This improvement is being funded from projected savings in the Fountain Square construction project and through the use of additional available funds in the Washington National TIF fund.

For Action

(A10) Second One-Year Extension for the Management and Operations of Three Self-Park Facilities with SP+ Municipal Services

Staff recommends that City Council authorize the City Manager to extend the contract for the Management and Operations of three City owned Self-Park Facilities to SP+ Municipal Services (200 East Randolph Street, Suite 5475, Chicago, IL 60601) in the amount of $1,530,198 for 2019 with no additional extensions (RFP #15-65). Funding for the contract will be provided by the following Parking Fund accounts: Church Street Garage (505.19.7025.62400); Sherman Avenue Garage (505.19.7036.62400); and Maple Avenue Garage (505.19.7037.6240).

For Action

(A15) Resolution 110-R-18, Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC

Staff recommends City Council approval of Resolution 110-R-18, “Authorizing the City Manager to Amend the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC” The first amendment to the contract, executed in July 2018 established an approval period which expires at 5:00 p.m. Central Time on December 12, 2018.

For Action
(A18) **Ordinance 122-O-18, Authorization to Negotiate a Redevelopment Agreement and the Sale of City Property at 2222 Oakton to Clark Street Real Estate, LLC**

Staff recommends City Council approval of Ordinance 122-O-18, “Authorizing the City Manager to Negotiate a Redevelopment Agreement and the Sale of City-Owned Real Property Located at 2222 Oakton Street with Clark Street Real Estate, LLC”. A two-thirds majority of City Council is required to adopt Ordinance 122-O-18. Due to the single meeting in December, City Manager requests suspension of the Rules for Introduction and Adoption at the December 10, 2018 City Council meeting.

**For Introduction and Action**

(A19) **Ordinance 153-O-18, Amending City Code Section 3-4-6(E) to Allow for Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces**

Liquor License Commissioner recommends City Council adoption of Ordinance 153-O-18, amending City Code Section 3-4-6(E) to allow for sale of alcoholic liquor greater than 6.76 fluid ounces and wine greater than 6.32 fluid ounces. Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

**For Introduction and Action**

(A20) **Ordinance 154-O-18, Amending City Code Section 3-4-6(L) to Allow for Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces**

Liquor License Commissioner recommends City Council adoption of Ordinance 154-O-18, amending City Code Section 3-4-6(L) to allow for sale of alcoholic liquor greater than 6.76 fluid ounces and wine greater than 6.32 fluid ounces. Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

**For Introduction and Action**

(A21) **Ordinance 155-O-18, Amending City Code Section 3-4-3(O) to Allow for Sale of Wine Greater than 6.32 Fluid Ounces**

Liquor License Commissioner recommends City Council adoption of Ordinance 155-O-18, amending City Code Section 3-4-3(O) to allow for the sale of wine greater than 6.32 fluid ounces. Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

**For Introduction and Action**
Ordinance 161-O-18, Amending City Code Section 10-11-18 and 10-11-22 – Resident Parking Only Districts

The Transportation/Parking Committee and Staff recommend City Council adopt Ordinance 161-O-18, amending City Code Section 10-11-18 Schedule XVIII(Q) and Section 10-11-22 Schedule XVIII(C), Residents Parking Only Districts, to for District S to become EVS District 3 with a review of the changes after six months to be presented to the Transportation/Parking Committee in the second half of 2019.

For Introduction

Ordinance 150-O-18 Amending Section 9-2-3 (B) of the Evanston City Code, Increasing Fire Department Transport Fees

City staff requests City Council adoption of Ordinance 150-O-18 amending Section 9-2-3 of the Evanston City Code, increasing the ambulance transport fees. Ordinance 150-O-18 was Introduced at the November 12, 2018 Administration & Public Works Committee and City Council, but was requested to return to the Committee for further discussion and final Action.

For Action

V. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VII. ADJOURNMENT
MEMBERS PRESENT: C. Fleming, P. Braithwaite, T. Suffredin, R. Rue Simmons, A. Rainey


PRESIDING OFFICIAL: Ald. Rue Simmons

I. DECLARATION OF A QUORUM: ALDERMAN RUE SIMMONS, CHAIR
A quorum being present, Ald. Rue Simmons called the meeting to order at 6:01 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF OCTOBER 22, 2018
Ald. Braithwaite moved to accept the Minutes of October 22, 2018 and the A&PW meeting as submitted, seconded by Ald. Fleming.

The Minutes of the October 22, 2018 A&PW meeting were approved unanimously 5-0.

III. CONSENT CALENDAR

All matters listed under the Item III (3), Consent Calendar, are considered by the Committee to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately.

(A1) Payroll – October 01, 2018 through October 14, 2018 $ 2,783,484.16
Payroll – October 15, 2018 through October 28, 2018 $ 2,909,989.58
Bills List – November 13, 2018 $ 4,529,828.66
For Action

(A2) Three-Year Agreement with School District 202 for Salt Purchase
Staff recommends City Council authorize the City Manager to execute a three-year agreement to sell road salt to Evanston School District 202. The agreement period is from November 15, 2018 to April 15, 2021. The price of salt for the period of November 15, 2018 to April 15, 2019 is $70.63 per ton.
For Action
(A3) **Three-Year Agreement with School District 65 for Salt Purchase**
Staff recommends City Council authorize the City Manager to execute a three-year agreement to sell road salt to Evanston School District 65. The agreement period is from November 15, 2018 to April 15, 2021. The price of salt for the period of November 15, 2018 to April 15, 2019 is $70.63 per ton.

*For Action*

(A4) **Approval of Contracts for Water Treatment Chemicals for Use in Fiscal Year 2019**
Staff recommends that City Council authorize the City Manager to execute contracts with the following four vendors to supply water treatment chemicals in response to Bid 18-44: 1) Alexander Chemical Corporation (315 Fifth Street, Peru, IL 61354) in the amount of $167,040.00 to supply liquid aluminum sulfate ( alum) and $57,459.60 to supply chlorine; 2) Pencco, Inc. (P.O. Box 600, San Felipe, Tx 77473) in the amount of $119,880.00 to supply HFS acid (fluoride); 3) Polydyne Inc. (One Chemical Plant Road, Riceboro, GA 31323) in the amount of $59,400.00 to supply polymer; and 4) Carus Group Inc., (315 Fifth Street, Peru, IL 61354) in the amount of $134,400.00 to supply blended polyphosphate. The total of these proposed purchases is $538,179.60. Funding for the purchase of alum, chlorine, fluoride and polymer is from the Water Fund account 510.40.4220.65015, which has a proposed budget allocation of $525,500.00 for FY2019. Blended polyphosphate is purchased from the Water Fund account 510.40.4220.65030, which has a proposed FY2019 budget allocation of $114,100.00.

*For Action*

(A5) **Purchase of Directional Drilling Machine from Vermeer Midwest Inc.**
Staff recommends City Council authorize the City Manager to execute a contract with Vermeer Midwest Inc. (2801 Beverly Drive, Aurora IL 60502) for the purchase of a directional drilling machine in the amount of $99,939.00. Funding for the purchase of the directional drilling machine is from the Water Fund account 510.40.4230.65702, which has a budget allocation of $540,000.00 and a YTD balance of $501,868.18.

*For Action*

(A6) **Contract with Thieneman Construction, Inc. for the Clearwell 9 Replacement Project (Treated Water Storage)**
Staff recommends that City Council authorize the City Manager to execute a contract for the Clearwell 9 Replacement Project (Bid No. 18-30) with Thieneman Construction, Inc. (17219 Foundation Parkway, Westfield, IN 46074) in the amount of $19,213,700.00, contingent upon receiving the appropriate loan funding from the Illinois Environmental Protection Agency (IEPA). It is anticipated that the IEPA will provide loan funding from the State Revolving Fund in an amount up to $22,800,000.00 for engineering and construction of this project. With this funding, all eligible engineering and construction costs would be funded by a loan repaid over 20 years at 1.84% interest. IEPA loan funding for this work will be routed through the Water Fund, Capital Improvement (Account
513.71.7330.65515-733107), which has an FY 2019 budget allocation of $13,400,000 for this project.

**For Action**

(A7) **Change Order Number 4 to Agreement for Treated Water Storage Replacement Project Engineering Services with CDM Smith**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 4 to the agreement for the Treated Water Storage Replacement Project Engineering Services with CDM Smith (125 South Wacker Drive, Suite 600, Chicago, IL) to extend the contract time to March 31, 2021 which is the end of the planned construction period and close-out activities. There is no change in contract price.

**For Action**

(A10) **Contracts for 2018-2019 Snow Tow Program**

Staff recommends that City Council authorize the City Manager to execute sixteen (16) contracts for snow towing services in an amount not to exceed $60,000. A complete list of vendors can be found on the corresponding transmittal memorandum and attachments. Funding for snow towing contractors is provided by the Snow and Ice Control General Fund (Account 100.40.4550.62451).

**For Action**

(A13) **Ordinance 132-O-18, Increasing the Number of Class D Liquor Licenses for Tuko Cantina at 817 University Place**

Local Liquor Commissioner recommends City Council adoption of Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (D) to increase the number of Class D Liquor Licenses from fifty-one (51) to fifty-two (52) and permit issuance of a Class D license to 817 University LLC, d/b/a Tuko Cantina located at 817 University Place.

**For Introduction**

(A14) **Ordinance 117-O-18, Amending Section 7-12-17 Increasing the Meter Charges and Water Rates**

Staff recommends that City Council adopt Ordinance 117-O-18, which would increase the water meter charges and water rates by eleven percent (11%).

**For Introduction**

(A15) **Ordinance 118-O-18, Amending Section 7-13-3 Decreasing the Sewer User Rates**

Staff recommends that City Council adopt Ordinance 118-O-18, which would decrease the sewer user rate by 7.5%, from $3.66 to $3.39 per billing unit (100 cubic feet of water consumed).

**For Introduction**
(A20) **Ordinance 145-O-18, Amending Various Sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones”**
Staff recommends City Council adopt Ordinance 145-O-18, amending various sections of Title 10, Chapter 11, Section 12 “Parking Meter Zones” adding Sunday enforcement from twelve o’clock (12:00) p.m. to nine o’clock (9:00) p.m., increasing the rate of all two (2) hour meters from one dollar ($1.00) per hour to one dollar fifty cents ($1.50) per hour, all long term meters from twenty-five cents ($.25) per hour to fifty cents ($.50) per hour and all twenty (20) minute meters from twenty-five cents ($.25) to fifty cents ($.50) beginning March 1, 2019 with an automatic increase to two dollars ($2.00) per hour and fifty cents ($.50) per fifteen (15) minutes in FY 2020. The cost of replacement stickers and reprogramming the parking meters will be paid for through the Parking Fund.  
For Introduction

(A23) **Ordinance 136-O-18, Expediting Planning & Zoning Review and Building Permits**
Staff recommends adoption of Ordinance 136-O-18, amending Ordinance 125-O-17 regarding the City of Evanston Permit Fee Schedule. The proposal will create an application and fee schedules for expediting permit and plan review services.  
For Introduction

(A24) **Ordinance 135-O-18, Amending Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” to Add Bed and Breakfast Establishments**
Staff recommends adoption of Ordinance 135-O-18, amending Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” to add Bed and Breakfast Establishments.  
For Introduction

(A25) **Ordinance 137-O-18, Amending Title 5, Chapter 9, Licensing of Vacation Rentals**
Staff recommends adoption of Ordinance 137-O-18, amending Ordinance 50-O-13 to improve compliance with vacation rental licensing requirements. Staff proposes to increase vacation rental licensing fees to align with cost of administering the program.  
For Introduction

(A29) **2018 Holiday Parking**
The Transportation & Parking Committee and staff recommend City Council approval of a free holiday validation program for parking meters and the City’s three Downtown Self-Park Garages for evenings and weekends beginning November 24, 2018 through January 5, 2019. Funding is provided by the Parking Fund. The anticipated expense for this program is estimated at $30,000.  
For Action
Ald. Fleming moved to recommend approval of the consent calendar, seconded by Ald. Braithwaite.

The Committee voted unanimously 5-0 to approve the consent calendar.
IV. ITEMS FOR CONSIDERATION

(A11) Professional Services Agreement with We Got Game, LLC for City of Evanston Athletics Programs

Staff recommends City Council authorize the City Manager to execute a professional services agreement with We Got Game, LLC (3553 W. Peterson Ave #106, Chicago, IL 60659) for the City of Evanston Athletics Programs run at Robert Crown and Chandler-Newberger Centers. The agreement is for three (3) years with a mutual option to renew for two (2) additional one (1) year options. The agreement period will run from January 1, 2019 through December 31, 2021. Instruction expenses will be paid from Accounts 100.30.3035.62505 and 100.30.3030.62505. Compensation for the vendor varies based on the type of program and number of weeks the camps/programs operate, and will work within the fee structure (70% of revenue to vendor/ 30% of revenue to City).

For Action

Ald. Fleming moved to recommend City Council authorize the City Manager to execute a professional services agreement with We Got Game, LLC for the City of Evanston Athletics Programs run at Robert Crown and Chandler-Newberger Centers for three (3) years with a mutual option to renew for two (2) additional one (1) year options for the period of January 1, 2019 through December 31, 2021, seconded by Ald. Rainey.

At Ald. Fleming’s inquiry, Assistant Director of Parks, Recreation and Community Services (PRCS) Karen Hawk explained that City staff runs some of the basketball leagues. This contract is for more specialized camps. The Robert Crown Center runs a T-ball league and a basketball camp. Chandler-Newberger runs a basketball and flag football camp. The camps are more specialized and work on various drills and activities. There is not enough staff to cover all of the camps and league sessions.

Aldl Fleming suggested hiring seasonal staff to run the T-ball league rather than outsourcing and splitting revenue in a two-year contract. Ald. Braithwaite backs the hiring of seasonal staff and also suggested partnering with local organizations instead of outsourcing to our neighbors. He supports a one-year agreement and would like staff to look explore alternatives for either running the programs in-house or with local organizations.

Assistant Director of PRCS Hawk expressed concerns of in-house programs competing age groups and time slots with other basketball and flag football leagues. She noted that basketball and T-ball camps have always been outsourced. Basketball leagues are run by City staff during the school year.

Ald. Fleming does not support the contract. She would like to see local people run the programs or keeping it in-house to bring down the cost.

Ald. Braithwaite moved to recommend amending the contract date to January 1, 2019 through December 31, 2019, seconded by Ald. Rue Simmons.
The Committee voted 4-1 with Ald. Fleming opposed to approving the amended contract.

(A12) Ordinance 131-O-18, Increasing the Number of Class U Liquor Licenses for Theo Ubique Cabaret Theatre at 721 Howard Street
Local Liquor Commissioner recommends City Council adoption of Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (U) to increase the number of Class U Liquor Licenses from one (1) to two (2) and permit issuance of a Class U license to Theo Ubique Theatre, d/b/a Theo Ubique Cabaret Theatre, located at 721 Howard Street.

For Introduction
Ald. Rainey moved to recommend City Council adoption of Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (U) to increase the number of Class U Liquor Licenses from one (1) to two (2) and permit issuance of a Class U license to Theo Ubique Theatre, d/b/a Theo Ubique Cabaret Theatre, located at 721 Howard Street, seconded by Ald. Fleming.

Ald. Rainey explained that Theo Ubique is a dinner theater and has requested to sell liquor 2 hours before and 2 hours after the show. They plan to open December 5, 2018. She asked to suspend the rules and take action on this item tonight.

Ald. Rainey moved to suspend the rules and recommend City Council adoption of Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (U) to increase the number of Class U Liquor Licenses from one (1) to two (2) and permit issuance of a Class U license to Theo Ubique Theatre, d/b/a Theo Ubique Cabaret Theatre, located at 721 Howard Street, seconded by Ald. Rue Simmons.

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

(A17) Ordinance 130-O-18, Amending Section 7-2-6 (G), Moving Vehicle Parking and Storage Containers on Public Ways
Staff recommends that City Council adopt Ordinance 130-O-18, which would increase the fee to allow public parking spaces and/or other public right-of-way to be reserved for loading and unloading of moving vehicles and storage containers without obstructing traffic flow from $100.00 to $120.00 beginning January 1, 2019.

For Introduction
Ald. Fleming moved to recommend City Council adopt Ordinance 130-O-18, which would increase the fee to allow public parking spaces and/or other public right-of-way to be reserved for loading and unloading of moving vehicles and storage containers without obstructing traffic flow from $100.00 to $120.00 beginning January 1, 2019, seconded by Ald. Rainey.

At Ald. Fleming’s inquiry, City Manager Wally Bobkiewicz confirmed that there is no permit necessary for parking storage containers on private property lawfully for 30 days. A permit is only required for the use of the right-of-way.
The Committee voted unanimously 5-0 to adopt the ordinance.

(A18) Ordinance 134-O-18, Amending Subsections 10-4-5-2(B)(7) and (11) “Parking in Predominately Residential Areas”
Staff recommends City Council adopt Ordinance 134-O-18, amending City Code subsections 10-4-5-2(B)(7) and (11) “Parking in Predominately Residential Areas” to amend the permit renewal date and increase the residential parking permit from $15.00 to $30.00.
For Introduction
Ald. Suffredin moved to recommend City Council adopt Ordinance 134-O-18, amending City Code subsections 10-4-5-2(B)(7) and (11) “Parking in Predominately Residential Areas” to amend the permit renewal date and increase the residential parking permit from $15.00 to $30.00, seconded by Ald. Rue Simmons.

The Committee voted 4-1 with Ald. Suffredin opposed to adoption of the ordinance.

(A21) Ordinance 143-O-18, Amending “Schedule of License Fees” of City Code Section 10-8-3(A) – “Wheel Tax”
City staff requests City Council adoption of Ordinance 143-O-18 amending Section 10-8-3(A), “Schedule of License Fees”, increasing the annual license fees by $10.00.
For Introduction
Ald. Suffredin moved to recommend City Council adoption of Ordinance 143-O-18 amending Section 10-8-3(A), “Schedule of License Fees”, increasing the annual license fees by $10.00, seconded by Ald. Braithwaite.

The Committee voted 4-1 with Ald. Suffredin opposed to adoption of the ordinance.

(A22) Ordinance 148-O-18, Amending Section 3-25-2 “Imposition of Tax” to Increase the Real Estate Transfer Tax for Transactions with a Sale Price over $1,500,000
Staff recommends City Council adoption of Ordinance 148-O-18, amending City Code Section 3-25-2, “Imposition of Tax” to increase the Real Estate Transfer Tax for sales with a price over $1,500,000.01. For sale prices: up to $1.5 million the tax is $5.00 for every $1,000 of value; from $1,500,000.01 to $5 million the tax is $7.00 for every $1,000 of value; and prices at $5,000,000.01 or more the tax is $9.00 for every $1,000 of value.
For Introduction
Ald. Suffredin moved to recommend City Council adoption of Ordinance 148-O-18, amending City Code Section 3-25-2, “Imposition of Tax” to increase the Real Estate Transfer Tax for sales with a price over $1,500,000.01. For sale prices: up to $1.5 million the tax is $5.00 for every $1,000 of value; from $1,500,000.01 to $5 million the tax is $7.00 for every $1,000 of value; and prices at $5,000,000.01 or more the tax is $9.00 for every $1,000 of value, seconded by Ald. Braithwaite.
At Ald. Suffredin’s inquiry, City Manager Bobkiewicz confirmed that the price increase will go into effect for any property purchased after January 1, 2019.

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

(A26) Ordinance 141-O-18, Amending Rental Registration of Rental Residential Buildings to Include Inspection Requirements and Add Accessory Dwelling Units
Staff recommends approval of ordinance 141-O-18 Amending Rental Registration of Rental Residential Buildings to include inspection requirements and the addition of accessory dwelling units. This amends the rental registration process to include a fee of $200 for the initial inspection and registration of existing dwelling units, including accessory dwelling units (ADUs)/coach houses, and a fine from $75 to $375 for renting an unregistered unit following the “amnesty period.” These changes, including the fee structure, were approved unanimously by City Council on October 29, 2018.

For Introduction
Ald. Rainey moved to recommend approval of Ordinance 141-O-18 Amending Rental Registration of Rental Residential Buildings to include inspection requirements and the addition of accessory dwelling units amending the rental registration process to include a fee of $200 for the initial inspection and registration of existing dwelling units, including accessory dwelling units (ADUs)/coach houses, and a fine from $75 to $375 for renting an unregistered unit following the “amnesty period,” seconded by Ald. Rue Simmons.

Ald. Rainey supports the intent, but is concerned that this will raise the cost of rental housing. She asked about the current status of the rental registration program and when the amnesty program is being introduced. The City has an obligation to inform residents of the registration program.

Health and Human Services Public Health Manager Ike Ogbo explained that the City is informed of unregistered units by complaint or inspection staff driving by a unit. A notice is then sent to the property owner to register the unit. Currently, there are over 3,000 registered rental units. The City will inform property owners of the registration period by sending notices, encouraging registration through the City website, ward meetings, e-mail and the RENT Evanston program.

City Manager Bobkiewicz proposed adding language for an effective date of April 1, 2019 to give ample time for notification and compliance. This information will be included in the January 2019 water bill mailing.

Ald. Rue Simmons suggested hosting a workshop to educate landlords on the expectation of the rental registration program.

The Committee voted unanimously 5-0 to adopt the ordinance.
Ordinance 133-O-18, Amending Section 3-2-19, “Transportation Network Company Tax”

City staff requests City Council adoption of Ordinance 133-O-18, Amending Section 3-2-19 of the Evanston City Code, “Transportation Network Company Tax.” The Ordinance adds the definition of shared rides and solo rides, and adds a fee of forty-five cents ($0.45) per solo ride in a transportation network vehicle.

For Introduction
Ald. Suffredin moved to recommend City Council adoption of Ordinance 133-O-18, Amending Section 3-2-19 of the Evanston City Code, “Transportation Network Company Tax” adding the definition of shared rides and solo rides, and adds a fee of forty-five cents ($0.45) per solo ride in a transportation network vehicle, seconded by Ald. Rainey.

Ald. Suffredin moved to recommend amendment of Ordinance 133-O-18 to add a fee of twenty cents ($0.20) per shared ride, forty-five cents ($0.45) per solo ride and wheelchair accessible rides are exempt, seconded by Ald. Braithwaite.

Ald. Rue Simmons requested staff reach out to the ride-share companies to inquire about the availability of wheelchair accessible vehicles in Evanston. She has encountered challenges with requesting vehicles for residents.

The Committee voted unanimously 5-0 to adopt the amended ordinance.

Ordinance 150-O-18 Amending Section 9-2-3 (B), Increasing Fire Department Transport Fees

City staff requests City Council adoption of Ordinance 150-O-18 amending Section 9-2-3 of the City Code, increasing the ambulance transport fees to $1,500 irrespective of the type of call.

For Introduction
Ald. Fleming moved to recommend City Council adoption of Ordinance 150-O-18 amending Section 9-2-3 of the City Code, increasing the ambulance transport fees to $1,500 irrespective of the type of call, seconded by Ald. Rainey.

Chief Financial Officer/Treasurer Hitesh Desai explained that the change will only affect the insurance company bills. Evanston residents and people with Medicare or Medicaid will not be affected. Insured, non-residents insurance companies will be billed the full amount. Uninsured, non-residents will be billed directly.

Ald. Rue Simmons expressed concerns about uninsured non-resident billing. She asked for an income waiver for those with financial hardships.

Ald. Rainey understands the intent to capture the maximum reimbursement rate from the insurance companies, but does not want to price gouge people without insurance (resident or non-resident). She suggested holding this item and having staff come back with more information.
City Manager Bobkiewicz recommended approving this item and referring it back to Committee for additional clarity.

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

(A8) **Change Order Number 1 to Contract with Monson Nicholas Inc. for the Service Center Parking Deck Restoration**

Staff recommends approval of Change Order #1 to the contract with Monson Nicholas Inc. (714 North Yale Avenue, Villa Park, Illinois 60181) reducing the contract for the Service Center Parking Deck Restoration by $67,576.77. The change is due to the reconciliation between the contractual quantities and the actual quantities provided for the Service Center Emergency Repairs. This will reduce the existing agreement amount from $526,074.00 to $458,497.23. Funding will be provided from the Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4118.65515-617023).

**For Action**

Ald. Rue Simmons moved to recommend approval of Change Order #1 to the contract with Monson Nicholas Inc. reducing the contract for the Service Center Parking Deck Restoration by $67,576.77 due to the reconciliation between the contractual quantities and the actual quantities provided for the Service Center Emergency Repairs reducing the existing agreement amount from $526,074.00 to $458,497.23, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the change order.

(A9) **Change Order Number 1 to Consulting Contract with Wiss, Janney, Elstner Associates, Inc. for Service Center Emergency Repairs**

Staff recommends approval of Change Order #1 to a contract with Wiss, Janney, Elstner Associates, Inc. (330 Pingsten Road, Northbrook, IL, 60062) that will increase the agreement amount by $19,500, from $44,300 to $63,800. The change is for additional services provided for the Service Center Emergency Repairs. Funding will be provided from the Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515-617023).

**For Action**

Ald. Braithwaite moved to recommend approval of Change Order #1 to a contract with Wiss, Janney, Elstner Associates, Inc. that will increase the agreement amount by $19,500, from $44,300 to $63,800 for additional services provided for the Service Center Emergency Repairs, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the change order.

(A16) **Ordinance 128-O-18, Amending Title 8, Chapter 4, Municipal Solid Waste and Increasing the Sanitation Service Charges**

Staff recommends City Council adoption of Ordinance 128-O-18, modifying Title 8, Chapter 4 of the City Code for Municipal Solid Waste increasing the service charges for refuse collected in 95 and 65 gallon roll out carts by 15%, the
collection of refuse from condominiums by 2.3% and the charges for special pick-ups beginning January 1, 2019.

For Introduction
Ald. Fleming moved to recommend City Council adoption of Ordinance 128-O-18, modifying Title 8, Chapter 4 of the City Code for Municipal Solid Waste increasing the service charges for refuse collected in 95 and 65 gallon roll out carts by 15%, the collection of refuse from condominiums by 2.3% and the charges for special pick-ups beginning January 1, 2019, seconded by Ald. Rainey.

The Committee voted 4-1 with Ald. Fleming opposed to adoption of the ordinance.

(A19) Ordinance 142-O-18, Amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 17, Schedule XVII: Parking Violation Penalties
The Transportation & Parking Committee and staff recommend City Council adoption of Ordinance 142-O-18, amending City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties increasing the fine for a street sweeping violation by thirty five dollars ($35) to seventy five dollars ($75) with a fifty dollar ($50.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability. A policy change regarding towing procedures will accompany this change to reduce the financial hardship and inconvenience that vehicle owners currently endure as part of sweeping operations. Staff also recommends increasing the fine for an expired parking meter by five dollars ($5) to twenty-five dollars ($25) effective January 1, 2019 as part of the FY2019 budget proposal.

For Introduction
Ald. Rainey moved to recommend adoption of of Ordinance 142-O-18, amending City Code Section 10-11-17, Schedule XVII, Parking Violation Penalties increasing the fine for a street sweeping violation by thirty five dollars ($35) to seventy five dollars ($75) with a fifty dollar ($50.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability, including a policy change regarding towing procedures to reduce the financial hardship and inconvenience that vehicle owners currently endure as part of sweeping operations; also increasing the fine for an expired parking meter by five dollars ($5) to twenty-five dollars ($25) effective January 1, 2019 as part of the FY 2019 budget proposal, seconded by Ald. Fleming.

Ald. Rue Simmons was concerned with the how the street sweeping penalty would financially affect residents in dense neighborhoods with limited parking. She also shared concerns about residents with mobility issues that cannot find an alternative parking space. She proposed not increasing the street sweeping fine. She asked about hardship programs for boot-eligible vehicles.

Assistant City Manager Erika Storlie explained that the policy change reduces the financial hardship and inconvenience cause by towing. Currently, when a
vehicle is towed for a street sweeping violation the ticket is $40, $125 to North Shore Towing plus any storage fees. The City is working with the parking vendor, Passport Parking, to implement a payment plan after January 1, 2019.

The Committee voted 4-1 with Ald. Rue Simmons opposed to adoption of the ordinance.

PUBLIC COMMENT
Dan Joseph expressed concerns regarding the proposed increase in parking enforcement officers. He does not believe there is a direct correlation between increasing revenue by increasing the number of staff. All things do not equal.

Ald. Rainey explained that the new staff would support neighborhood parking enforcement in dense neighborhoods for nights and weekends. Chicago residents sometimes park in Evanston because of the lack of enforcement.

V. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VII. ADJOURNMENT
Ald. Braithwaite moved to recommend adjournment, seconded by Ald. Fleming. The meeting adjourned at 7:02pm.

Respectfully Submitted,

Janella Hardin, PHR
To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

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

Subject: City of Evanston Payroll and Bills

Date: December 7, 2018

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

Summary:
Payroll – October 29, 2018 through November 11, 2018 $ 2,965,372.47
(Payroll includes employer portion of IMRF, FICA, and Medicare)
Payroll – November 12, 2018 through November 25, 2018 $ 2,874,863.60
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – November 27, 2018 $ 3,921,011.32
General Fund Amount – Bills list $ 414,874.22
General Fund Amount – Supplemental list $ 11,349.61
General Fund Total: $ 426,223.83

Bills List – December 11, 2018 $23,336,386.14
General Fund Amount – Bills list $ 883,280.67
General Fund Amount – Supplemental list $ 2,061.49
General Fund Total: $ 885,342.16

TOTAL AMOUNT OF BILLS LIST & PAYROLL $33,097,633.53

*Advanced checks are issued prior to submission of the Bills List to the City Council for
emergency purposes, to avoid penalty, or to take advantage of early payment
discounts.

Attachments:
Bills List
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Total: $564,770.57
### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 11.27.2018**

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#### 510 WATER FUND

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#### 420 WATER PRODUCTION

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#### 510 WATER FUND Total

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#### 513 WATER DEPT IMPRIV EXTENSION FUND

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#### 515 SEWER FUND

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#### 7110 MAJOR MAINTENANCE

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Grand Total **3,921,011.32**

PREPARED BY ___________________________ DATE ___________________________

REVIEWED BY __________________________ DATE __________________________

APPROVED BY __________________________ DATE __________________________
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### BILLS LIST
### PERIOD ENDING 12.11.2018

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### CITY OF EVANSTON

**BILLS LIST**

**PERIOD ENDING 12.11.2018**

#### 65070 GRAINGER, INC., W.W.
- **TRAFFIC**
  - WASHERS - TRAFFIC: **276.09**
  - BOLTS - TRAFFIC: **123.76**
  - FUSES & WIRE SPLICE CONNECTORS - TRAFFIC: **75.16**
  - SPRAY PAINT - TRAFFIC: **91.17**
  - WIRE SPLICE CONNECTORS - TRAFFIC: **200.88**

#### 65070 GRAINGER, INC., W.W.
- **3/4 INCH SPLIT LOCK WASHERS - TRAFFIC**: **39.82**

#### 65070 GRAINGER, INC., W.W.
- **SPRAY PAINT - TRAFFIC**: **200.88**

#### 65070 GRAINGER, INC., W.W.
- **WIRE SPLICE CONNECTORS - TRAFFIC**: **39.82**

#### 4520 TRAF. SIG.& ST LIGHT MAINT
- **Total**: **51,205.95**

#### 4550 MAINT-SNOW & ICE
- **MORTON SALT 2018 BULK ROCK SALT PURCHASE**: **20,176.71**

#### 5300 ECON. DEVELOPMENT
- **PLCS CORP. DBA GREMLEY & BIEDERMANN, INC PLAT OF SURVEY FOR PARKING LOT #1 AT SOUTH AND HINMAN**: **1,750.00**
- **EVMARK ECONOMIC DEVELOPMENT PARTNERSHIP CONTRIBUTION**: **20,750.00**
- **MUDLARK THEATER COMPANY EQUITY IN ARTS GRANT - INSTALLMENT**: **6,249.99**
- **CENTRAL STREET BUSINESS ASSOCIATION ADVERTISING**: **4,253.87**
- **HERRERA LANDSCAPE SNOW REMOVAL, INC 2018 PLANTERS FOR BUSINESS DISTRICTS RFP 18-04**: **3,507.61**

#### 5300 ECON. DEVELOPMENT
- **Total**: **36,511.47**

#### 100 GENERAL FUND
- **Total**: **883,280.67**

#### 175 GENERAL ASSISTANCE FUND
- **GENERAL ASSISTANCE ADMIN**
  - **OFFICE DEPOT OFFICE SUPPLIES**: **397.20**

#### 175 GENERAL ASSISTANCE FUND
- **Total**: **397.20**

#### 205 EMERGENCY TELEPHONE (E911) FUND
- **EMERGENCY TELEPHONE SYSTM**
  - **APCO INTERNATIONAL ANNUAL DUES**: **276.00**
  - **CHICAGO COMMUNICATIONS, LLC. MOBILE RADIOS**: **674.00**
  - **COMMUNICATIONS DIRECT MOBILE RADIOS**: **834.00**
  - **MOTOROLA SOLUTIONS, INC. COMMUNICATION CHARGES**: **792.05**

#### 205 EMERGENCY TELEPHONE (E911) FUND
- **Total**: **2,576.05**

#### 210 SPECIAL SERVICE AREA (SSA) #4
- **SPECIAL SERVICE AREA #4**
  - **EVMARK SSA 4 PAYMENT FOR OPERATING FUNDS**: **92,500.00**

#### 210 SPECIAL SERVICE AREA (SSA) #4
- **Total**: **92,500.00**

#### 220 CDBG LOAN FUND
- **CD LOAN**
  - **ART ENCOUNTER MURAL AT SOUTH BOULEVARD - MURAL ARTS PROGRAM**: **7,000.00**
  - **IN-SPORTS MANAGEMENT SERVICES**
    - **PURCHASE OF THERMOPLASTIC APPLICATOR SYSTEM**: **19,115.01**

#### 220 CDBG LOAN FUND
- **Total**: **24,668.00**

#### 300 WASHINGTON NATIONAL TIF FUND
- **WASHINGTON NAT'L TIF DS**
  - **EVANSTON TIF TAX CODE ANALYSIS**: **875.00**

#### 300 WASHINGTON NATIONAL TIF FUND
- **Total**: **875.00**

#### 415 CAPITAL IMPROVEMENTS FUND
- **2017 GO BOND ISSUANCE**
  - **CIVIC CENTER HVAC ARCHITECTURAL/ENGINEERING SRVCS**
    - **8,462.48**
  - **SERVICE CENTER EMERGENCY REPAIRS - STRUCTURAL CONSULTING SERVICE**
    - **5,960.00**
  - **STRUCTURAL ENGINEERING FOR ARTWORK INSTALLATION GB/RIDGE/EMERSON**
    - **3,500.00**
  - **SOLE SOURCE ANTENNA REMOVAL AND INSTALLATION FIRE 2**
    - **3,000.00**
  - **FOUNTAIN SQUARE RENOVATIONS**
    - **4,743.13**
  - **HOWARD ST CORRIDOR IMPROVEMENT PROJECT**
    - **798.66**

#### 415 CAPITAL IMPROVEMENTS FUND
- **Total**: **26,456.77**

#### 415 CAPITAL IMPROVEMENTS FUND
- **2018 GO BOND CAPITAL**
  - **MURAL AT SOUTH BOULEVARD - MURAL ARTS PROGRAM**
    - **7,000.00**
  - **COMPREHENSIVE PAVEMENT CONDITION EVALUATION**
    - **9,396.06**
  - **SOLE SOURCE MODIFICATION OF ELEVATORS AT CIVIC CENTER**
    - **137,034.00**
  - **IN-STREET PEDESTRIAN CROSSING SIGNS**
    - **6,870.50**
  - **SERVICE CENTER EMERGENCY REPAIRS - STRUCTURAL CONSULTING SERVICE**
    - **19,500.00**
  - **PURCHASE OF THERMOPLASTIC APPLICATOR SYSTEM**
    - **19,115.01**

#### 415 CAPITAL IMPROVEMENTS FUND
- **Total**: **24,668.00**

#### 4217 2017 CIP OTHER FUNDING SOURCE
- **2019-ALLEY PROJECTS SURVEY**
  - **SERVICE CENTER PARKING DECK RESTORATION BID 18-02**
    - **38,365.21**
  - **SURVEY BENCHMARK UPDATE RFP 18-26**
    - **8,937.09**
  - **SURVEY BENCHMARK UPDATE RFP 18-26**
    - **3,700.00**

#### 4217 2017 CIP OTHER FUNDING SOURCE
- **Total**: **401,478.57**

#### 4218 NON-BOND CAPITAL 2018
- **INSTALLATION OF EXTERIOR ENTRANCE DOOR HARDWARE - NOYES**
  - **58,908.50**

#### 4218 NON-BOND CAPITAL 2018
- **Total**: **58,908.50**

#### 445 CAPITAL IMPROVEMENTS FUND
- **Total**: **454,474.57**
### CITY OF EVANSTON
### BILLS LIST
### PERIOD ENDING 12.11.2018

#### 416 CROWN CONSTRUCTION FUND

<table>
<thead>
<tr>
<th>Period</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>12.11.2018</td>
<td>CROWN CONSTRUCTION FUND</td>
<td><strong>$2,570,520.17</strong></td>
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#### 505 PARKING SYSTEM FUND

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#### 510 WATER FUND

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<tr>
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<td>WATER FUND</td>
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#### 513 WATER DEPR IMPRV EXTENSION FUND

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<tr>
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**Total Amount:** **$5,574,612.42**
### 515 SEWER FUND

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<td>62340</td>
<td>INNOVATEC FUND</td>
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<td>62455</td>
<td>SEBIS DIRECT FUND</td>
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<td>62456</td>
<td>INNOVATEC FUND</td>
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### 515 SEWER FUND Total

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### 520 SOLID WASTE FUND

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<tr>
<td>6310</td>
<td>RECYCLING AND ENVIRONMENTAL MAIN</td>
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### 520 SOLID WASTE FUND Total

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<td>Total</td>
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### 600 FLEET SERVICES FUND

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### 7710 MAJOR MAINTENANCE

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<tr>
<td>PUMP TESTING</td>
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<td>REPAIR TO NEAR BODY HARNESS</td>
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<td>ONE-YEAR REMOVAL ON TIRE SERVICE &amp; RECAPPING</td>
<td>725.50</td>
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### 7710 MAJOR MAINTENANCE Total

<table>
<thead>
<tr>
<th>FUND</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>44,921.98</td>
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</table>

### 600 FLEET SERVICES FUND Total

<table>
<thead>
<tr>
<th>FUND</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Total</td>
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<tr>
<td>601 EQUIPMENT REPLACEMENT FUND</td>
<td>605 INSURANCE FUND</td>
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<tr>
<td>65580 HAWEY COMMUNICATIONS INC.</td>
<td>780001 62130 ANCEL, GLINK, DIAMOND, BUSH, DICIANNI &amp; KRAFHEFER, P.</td>
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<td>66550 JR PETERSHT</td>
<td>VILLAGE OF SKOKIE</td>
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<td>65550 SUBURBAN ACCENTS, INC.</td>
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<td>780084 62130 JEEP &amp; BLAZER</td>
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<tr>
<td>601 EQUIPMENT REPLACEMENT FUND Total</td>
<td>210,735.41</td>
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<td>601 EQUIPMENT REPLACEMENT FUND Total</td>
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<td>780001 62130 ROBBINS SCHWARTZ NICHOLAS LIFTON &amp; TAYLO</td>
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<td>780084 62130 JEEP &amp; BLAZER</td>
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<td>601 EQUIPMENT REPLACEMENT FUND Total</td>
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For City Council meeting of December 10, 2018
Business of the City by Motion: Insurance Renewals
For Action

Memorandum

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

From: Hitesh Desai, Chief Financial Officer and Treasurer
      Michelle L. Masoncup, Corporation Counsel

Subject: Purchase of Insurance/Renewals – Property, Excess Liability & Excess Worker’s Compensation for Fiscal Year 2019

Date: December 3, 2018

Recommended Action:
City staff recommends approval to purchase the outlined policies at a total cost of $556,524. The policies will renew all insurance coverage for the City of Evanston for Fiscal Year 2019.

Both insurance brokers are in the third year of a three-year contract award to place insurance coverages. Premium quotations received reflected the tightening of insurance markets across all sectors. There was a slight increase in cumulative total pricing for all policies by $680, which excludes the workers compensation and the new policy for environmental liability.

Funding Source:
Funding will be from the following funds: Insurance Fund Account 605.99.7800.62615 in the amount of $525,000; and Workers’ Compensation Fund Account 605.9978000.66044 in the amount of $130,000.

Livability Benefits:

Summary:
The City is exposed to various risks of loss related to torts, theft, asset damage, errors and omissions, and natural disasters. Current insurance policies expire on December 31, 2018. The City’s brokers of record, Arthur J. Gallagher and The Owens Group, took all insurance through underwriting and market. Below is a summary of the total premium costs for each policy.
Arthur J. Gallagher:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Expiring Carrier (FY18)</th>
<th>Proposed Carrier (FY19)</th>
<th>2018 Premium</th>
<th>2019 Premium</th>
<th>$ Change</th>
<th>% Change</th>
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</thead>
<tbody>
<tr>
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<td>Argonaut</td>
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<td>$168,899</td>
<td>$8,656</td>
<td>5.4%</td>
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<tr>
<td>General Liability (Second $10M Layer)</td>
<td>Great American</td>
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<tr>
<td>Property</td>
<td>Affiliated FM</td>
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<td>$176,000</td>
<td>$168,033</td>
<td>($7,967)</td>
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<tr>
<td>Cyber</td>
<td>Axis</td>
<td>Beazley</td>
<td>$12,099</td>
<td>$12,090</td>
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<td>-0.07%</td>
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<tr>
<td>Totals</td>
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<td>$399,022</td>
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New Policy: Environmental

| Environmental | No prior carrier | Beazley | N/A | $36,892 (3 year total) | N/A | N/A |

The Owens Group:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Expiring Carrier (FY18)</th>
<th>Proposed Carrier (FY19)</th>
<th>2018 Premium</th>
<th>2019 Premium</th>
<th>$ Change</th>
<th>% Change</th>
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</thead>
<tbody>
<tr>
<td>Excess Workers Comp</td>
<td>Safety National</td>
<td>Safety National</td>
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<td>5%</td>
</tr>
<tr>
<td>Governmental Crime</td>
<td>National Union (AIG)</td>
<td>National Union (AIG)</td>
<td>$6,855</td>
<td>$6,813</td>
<td>($42)</td>
<td>-1%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$149,590</td>
<td>$157,502</td>
<td>$7,912</td>
<td>5%</td>
</tr>
</tbody>
</table>

Total Overall Premiums with the New Policy:

| | | $547,932 | $593,416 | $45,484 | 8% |

a. General liability insurance
The City currently maintains a self-insured retention (SIR) of $1.25 million with an additional layer of excess insurance totaling $20 million. For purposes of prudent risk management, it is advisable to maintain the current retention level and excess layer of coverage. City staff worked with our broker to obtain the most competitive pricing and terms. The new premium reflects a 5.4% increase. Staff recommends selection of two different carriers, similar to last year, Argonaut for the first $10M excess coverage and the second $10M coverage with Great American.
b. Property insurance
The City of Evanston maintains commercial all-risk insurance to cover damage to City facilities and contents within the facilities, including business interruption and loss of rents. The coverage is subject to a deductible of $50,000 for each loss and each location. Staff recommends the selection of Affiliated FM as the carrier, their premium cost decreased by 4.5%.

c. Environmental
Staff recommends that the City add a policy for environmental coverage. The Service Center has 8 underground gas tanks that support fleet vehicles. From a risk management perspective, it is prudent to protect the City from this potential source of liability.

d. Other Insurance Policies
The City also maintains insurance for excess worker's compensation, crime, and cyber liability. The workers compensation premium was increased by 5%. The crime and cyber policy premiums saw little change, as noted above. Overall, premiums went up because the City purchased a new policy for environmental liability to cover the underground tanks at the Service Center for a 3-year term (total price is $36,892, not a per year price). Staff recommends award of the policies as set forth in the table.

Attachments:
Program Structure
# Program Structure – 1/1/2019 – 1/1/2020

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Carrier</th>
<th>Limit</th>
<th>Excess Limit</th>
<th>Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>General and Employee Benefits Liability</td>
<td>Great American Assurance Co.</td>
<td>$10M Excess Limit</td>
<td>Shared Layer</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Allied World</td>
<td>$9M Occ.</td>
<td>$9M Agg.</td>
<td></td>
</tr>
<tr>
<td>Law Enforcement Liability</td>
<td>Allied World</td>
<td>$9M Occ.</td>
<td>$9M Agg.</td>
<td></td>
</tr>
<tr>
<td>Public Officials Liability</td>
<td>Allied World</td>
<td>$9M Occ.</td>
<td>$9M Agg.</td>
<td></td>
</tr>
<tr>
<td>Employment Practices Liability</td>
<td>Allied World</td>
<td>$9M Occ.</td>
<td>$9M Agg.</td>
<td></td>
</tr>
<tr>
<td>Property Building &amp; Business Personal Property</td>
<td>Allied World</td>
<td>$9M Occ.</td>
<td>$9M Agg.</td>
<td></td>
</tr>
<tr>
<td>Cyber Liability</td>
<td>Philadelphia</td>
<td>$1M Occ.</td>
<td>$3M Agg.</td>
<td></td>
</tr>
<tr>
<td>Special Events Liability</td>
<td>Affiliated Ins. Co.</td>
<td>$435,000 Loss Limit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Events Liability</td>
<td>$50,000 AOP Deductible</td>
<td>$25,000 Retention</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Deductibles:**
- $50,000
- $25,000

**M&O Limits:**
- $1,250,000 Retention

**Affiliates:**
- Affiliated Ins. Co.
- Allied World
- Great American Assurance Co.
- Philadelphia
- Beazley

**Efficiency Dates:**
- 5/25/18 – 5/25/19
Memorandum

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

From: Hitesh D. Desai, Chief Financial Officer/Treasurer

Subject: 2018 Post Bond Issuance Report

Date: December 10, 2018

Recommended action:
Staff recommends the City Council review and place the 2018 Post Bond Issuance Report on file.

Livability Benefits:

Summary:
The City of Evanston adopted a Post-Issuance Procedures Manual in October 2012. This Manual outlines the procedures used in compliance with Internal Revenue Codes and applicable U.S. Treasury Regulations necessary to maintain the tax exemption of the interest on bonds issued by the City.

Annual Review and Reports: Not less often than once per year, the Compliance Officer should conduct a review of records and other information described in these procedures to determine whether any or all of the bonds comply with the tax requirements applicable to such bonds. At the close of each bond issue City Staff review the transcripts of the bonds to ensure compliance with the Code and Regulations as noted above.

No violations of the Internal Revenue Code or U.S. Treasury Regulations were discovered during the review of bond transcripts for the 2018A, 2018B, 2018C, and 2018D bonds as issued by the City and approved by the City Council. In the event of such a violation, the Chief Financial Officer of the City would take remedial actions described in the Regulations or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or any successor guidance.
Below is a current listing of our outstanding Bonds as of the end of 2018:

<table>
<thead>
<tr>
<th>Name of Issue</th>
<th>Date of Issuance</th>
<th>Final Maturity Date</th>
<th>Balance as of December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2010A</td>
<td>8/16/2010</td>
<td>12/1/2029</td>
<td>4,395,000</td>
</tr>
<tr>
<td>Series 2010B</td>
<td>8/16/2010</td>
<td>12/1/2019</td>
<td>1,135,000</td>
</tr>
<tr>
<td>Series 2011A</td>
<td>8/1/2011</td>
<td>12/1/2031</td>
<td>12,300,000</td>
</tr>
<tr>
<td>Series 2012A</td>
<td>7/26/2012</td>
<td>12/1/2032</td>
<td>9,355,000</td>
</tr>
<tr>
<td>Series 2013A</td>
<td>7/31/2013</td>
<td>12/1/2033</td>
<td>10,325,000</td>
</tr>
<tr>
<td>Series 2013B</td>
<td>10/30/2013</td>
<td>12/1/2025</td>
<td>10,885,000</td>
</tr>
<tr>
<td>Series 2014A</td>
<td>8/6/2014</td>
<td>12/1/2034</td>
<td>10,275,000</td>
</tr>
<tr>
<td>Series 2015A</td>
<td>11/10/2015</td>
<td>12/1/2035</td>
<td>11,680,000</td>
</tr>
<tr>
<td>Series 2015B</td>
<td>11/10/2015</td>
<td>12/1/2022</td>
<td>6,775,000</td>
</tr>
<tr>
<td>Series 2016A</td>
<td>9/28/2016</td>
<td>12/1/2036</td>
<td>12,680,000</td>
</tr>
<tr>
<td>Series 2016B</td>
<td>9/28/2016</td>
<td>12/1/2026</td>
<td>6,275,000</td>
</tr>
<tr>
<td>Series 2017A</td>
<td>10/16/2017</td>
<td>12/1/2037</td>
<td>13,530,000</td>
</tr>
<tr>
<td>Series 2017B</td>
<td>10/16/2017</td>
<td>12/1/2027</td>
<td>8,240,000</td>
</tr>
<tr>
<td>Series 2017C</td>
<td>10/16/2017</td>
<td>12/1/2035</td>
<td>5,000,000</td>
</tr>
<tr>
<td>Series 2018A</td>
<td>8/7/2018</td>
<td>12/1/2043</td>
<td>24,385,000</td>
</tr>
<tr>
<td>Series 2018B</td>
<td>8/7/2018</td>
<td>12/1/2035</td>
<td>16,545,000</td>
</tr>
<tr>
<td>Series 2018C</td>
<td>8/7/2018</td>
<td>12/1/2028</td>
<td>8,020,000</td>
</tr>
<tr>
<td>Series 2018D</td>
<td>8/7/2018</td>
<td>12/1/2038</td>
<td>3,570,000</td>
</tr>
</tbody>
</table>

175,370,000

For City Council meeting of December 10, 2018  
Item A4
Business of the City by Motion: Chandler-Newberger HVAC Improvements Award For Action

Memorandum

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

From: David Stoneback, Public Works Agency Director
   Lara Biggs, Bureau Chief – Capital Planning / City Engineer
   Stefanie Levine, Senior Project Manager
   Shane Cary, Architect/Project Manager

Subject: Chandler-Newberger Center HVAC Improvements Phase II
         (Bid No. 18-56)

Date: December 10, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for the Chandler-Newberger HVAC Improvements Phase II Project with Amber Mechanical Contractors, Inc., (11950 S. Central Ave., Alsip, Illinois) in the amount of $362,000.00.

Funding Source:
This project will be funded from the Capital Improvement Fund which has an available budget of $565,000 for this project. A further breakdown of funding is as follows:

<table>
<thead>
<tr>
<th>Project</th>
<th>Account</th>
<th>Available Budget</th>
<th>Project Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chandler - HVAC/Electrical Impr</td>
<td>415.40.4117.65515 – 617002</td>
<td>$27,000.00</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>(2017 G.O. Bonds)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chandler - HVAC/Electrical Impr</td>
<td>415.40.4118.65515 - 617002</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>(2018 G.O. Bonds)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chandler – Electrical Upgrades</td>
<td>415.40.4119.65515 – 617002</td>
<td>$530,000.00</td>
<td>$327,000.00</td>
</tr>
<tr>
<td>(2019 G.O. Bonds)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$565,000.00</td>
<td>$362,000.00</td>
</tr>
</tbody>
</table>
Livability Benefits:
Built Environment: Enhance public spaces, address indoor and outdoor air quality and light pollution
Reduce Environmental Impact: Improve energy and water efficiency

Background Information:
Constructed in 1980, the Chandler-Newberger Community Center serves as an important recreation center for Evanston. The existing 12,000 square foot facility includes a gymnasium, racquetball court, multi-purpose activity room, locker rooms/restrooms and staff offices. Over the past five to ten years the facility’s HVAC and electrical systems have experienced increased maintenance needs and occasional failures resulting in emergency situations.

On March 27, 2017, City Council approved an engineering services contract for Chandler-Newberger HVAC/Electrical Improvements with Clark Dietz. This work has been divided into two construction contracts. The first contract, which was completed last May, included replacement of the existing electrical service and distribution panels, upgrading the lighting in portions of the building and upgrading one of the HVAC rooftop units. The second contract, which is currently under consideration, includes the removal and replacement of three more of the rooftop units. This will improve energy efficiency and the performance of the building.

This work is anticipated to begin in March 2019 with completion expected in May 2019.

Analysis:
On October 11, 2018 the City issued bid documents for the project and on November 13, 2018 the City received and publicly read three bids. Bid results were as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amber Mechanical Contractors, Inc.</td>
<td>11950 S. Central Ave. Alsip, IL 60803</td>
<td>$362,000.00</td>
</tr>
<tr>
<td>MG Mechanical Contracting, Inc.</td>
<td>1513 Lamb Road Woodstock, IL 60098</td>
<td>$443,000.00</td>
</tr>
<tr>
<td>R. J. Olmen Company</td>
<td>3200 W. Lake Ave. Glenview, IL 60026</td>
<td>$455,000.00</td>
</tr>
</tbody>
</table>

Amber Mechanical Contractors was the contractor hired for the first phase of the project and staff found their work to be satisfactory. Therefore, staff recommends award to Amber Mechanical Contractors, Inc. in the amount of $362,000.00.

Amber Mechanical Contractors, Inc. has indicated that they will provide M/W/EBE subcontractors for 30% of the work. Additionally, they have indicated that they are unable to comply with the LEP requirements but are willing to work with the City to achieve compliance. See attached M/W/EBE memorandum for additional information.
Legislative History:
03/27/2017, City Council approved a contract for engineering services with Clark Dietz Engineers

Attachments:
M/W/EBE Compliance Review Memo
To: David Stoneback, Public Works Agency Director  
Lara Biggs, Bureau Chief – Capital Planning/City Engineer  
Stefanie Levine, Senior Project Manager  
Shane Cary, Architect/Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: Chandler-Newberger Center HVAC Improvements Phase II, Bid 18-56

Date: December 10, 2018

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

With regard to the recommendation for the Chandler-Newberger Center HVAC Improvements Phase II, Bid 18-56, Amber Mechanical Contractors Inc’s, total base bid is $362,000.00, and they are found to be in compliance with the goal.

They will receive credit for 100% M/W/EBE participation.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hillco Distributing Company</td>
<td>Accessories Supplies</td>
<td>$18,100.00</td>
<td>5%</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>1516 W. Adams Chicago, IL 60614</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dynamic Heating &amp; Piping</td>
<td>Air-Conditioning &amp; Heating</td>
<td>$90,500.00</td>
<td>25%</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4739 136th Street Crestwood, IL 60418</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total M/W/EBE</strong></td>
<td></td>
<td><strong>$108,600.00</strong></td>
<td>30%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CC: Hitesh Desai, Chief Financial Officer
Memorandum

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

From: David Stoneback, Public Works Agency Director
       Lara Biggs, Bureau Chief – Capital Planning / City Engineer
       Stefanie Levine, Senior Project Manager

Subject: Sherman Avenue Improvements (Bid No. 18-50)
         Construction Contract Award

Date: December 10, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract award for the Sherman Avenue Improvements Project (Bid #18-50) with Landmark Contractors, Inc. (11916 W. Main Street, Huntley, Illinois 60142), in the amount of $825,071.84.

Funding Source:
Funding is available through the Washington National TIF in the amount of $900,000 (Account No. 415.40.4218.65515-418028). This improvement is being funded from projected savings in the Fountain Square construction project and through the use of additional available funds in the Washington National TIF fund.

Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods
Education, Arts & Community: Preserve and reuse historic structures and sites

Background Information:
The 2016 original plan for Fountain Square improvements included proposed improvements on Sherman Avenue from Church Street to Davis Street, but this section was removed from the project during the project’s planning phase due to perceived budget limitations. Since then, the sidewalks on the east side of Sherman Avenue as well as the road surface have continued to deteriorate. Therefore, staff recommends that this portion of the project be implemented.
On 8/13/2018, the City Council approved Change Order No. 3 to the Fountain Square engineering services contract with Christopher B. Burke Engineering to design and prepare bid documents for the Sherman Avenue Improvements project.

The proposed improvements associated with this work include:
1. New curb and gutter on the east side of Sherman Avenue
2. Resurfacing the full width of Sherman Avenue
3. New concrete sidewalks with brick accent on the east side of Sherman Avenue
4. New davit arm light poles set on existing foundations utilizing existing conduit and wiring on both sides of Sherman Avenue
5. Refurbished Tallmadge poles with new replica LED luminaires on both sides of Sherman Avenue
6. Replacement of the 100 plus year old 6-inch diameter water main with a new 8-inch diameter water main within this block

Analysis:
On October 18, 2018, the City issued bid documents for the project and on November 13, 2018 the City received and publicly read four bids. Bid results were as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Base Bid</th>
<th>Alternate 1</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landmark Contractors, Inc.</td>
<td>11916 W. Main St.</td>
<td>$777,711.84</td>
<td>$47,360.00</td>
<td>$825,071.84</td>
</tr>
<tr>
<td>Chicagoland Paving Contractors</td>
<td>225 Tesler Rd.</td>
<td>$779,900.00</td>
<td>$51,200.00</td>
<td>$831,100.00</td>
</tr>
<tr>
<td>Martam Construction, Inc.</td>
<td>1200 Gasket Dr.</td>
<td>$882,374.80</td>
<td>$48,000.00</td>
<td>$930,374.80</td>
</tr>
<tr>
<td>JA Johnson Paving Co.</td>
<td>1025 E. Addison Court</td>
<td>$897,798.00</td>
<td>$49,984.00</td>
<td>$947,782.00</td>
</tr>
</tbody>
</table>

Bid documents included one alternate item, replacement of existing induction Tallmadge luminaires with replica LED luminaires in the Fountain Square block. This alternate is recommended for award as it will allow for better control of lighting, reduction in light pollution and reduced energy consumption in this portion of the downtown.

Landmark Contractors, Inc. is compliant with the City’s M/W/EBE goals and intends to comply with the City’s LEP requirements (see attached memo for more information). The City’s consultant has worked with Landmark previously and finds them qualified to perform this project. Staff therefore recommends that the base bid plus alternate bid 1 be awarded to Landmark Contractors, Inc. for a total amount of $825,071.84.

This work is anticipated to begin in April 2019 with completion expected in June 2019.

Legislative History:
On August 13, 2018, City Council approved Amendment #3 to a contract with CBBEL to provide engineering services for this project.

Attachments:
Unit Price Bid Tabulation
M/W/EBE Compliance Review Memo
SUMMARY OF QUANTITIES

PAY ITEM NUMBER
20200100
20201200
20800150
21301048
28000510
40603085
40603340
40700100
42400800
44000100
44000500
44201333
56100015
56100600
56100700
56101150
56104900
56105000
56400500
56400820
56500600
60200105
60250400
60250500
60265700
60266600
61140100
66900200
67100100
70300210
70300220
70300240
70300260
72000100
72400310
72400710
72900200
78000100
78000200
78000400
78000600
81028730
81702120
84200500
X4240430
X4401198
X5630706
X5630708
X7010216
X7030005
XX003313
XX004688
XX008910
XX009048
Z0013798

BASE BID
PAY ITEM NAME
EARTH EXCAVATION
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL
TRENCH BACKFILL
EXPLORATION TRENCH 48" DEPTH
INLET FILTERS
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70
BITUMINOUS MATERIALS (TACK COAT)
DETECTABLE WARNINGS
PAVEMENT REMOVAL
COMBINATION CURB AND GUTTER REMOVAL
CLASS C PATCHES, TYPE III, 8 INCH
DUCTILE IRON WATER MAIN TEE, 8" X 6"
WATER MAIN 6"
WATER MAIN 8"
DUCTILE IRON WATER MAIN REDUCER, 8" X 6"
WATER VALVES 6"
WATER VALVES 8"
FIRE HYDRANTS TO BE REMOVED
FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX
DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED
CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID
CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID
CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID
VALVE VAULTS TO BE ADJUSTED
VALVE BOXES TO BE ADJUSTED
STORM SEWERS (SPECIAL), 10"
NON-SPECIAL WASTE DISPOSAL
MOBILIZATION
TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS
TEMPORARY PAVEMENT MARKING - LINE 4"
TEMPORARY PAVEMENT MARKING - LINE 6"
TEMPORARY PAVEMENT MARKING - LINE 12"
SIGN PANEL - TYPE 1
REMOVE SIGN PANEL - TYPE 1
RELOCATE SIGN PANEL - TYPE 1
METAL POST - TYPE B
THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS
THERMOPLASTIC PAVEMENT MARKING - LINE 4"
THERMOPLASTIC PAVEMENT MARKING - LINE 6"
THERMOPLASTIC PAVEMENT MARKING - LINE 12"
UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.
ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8
REMOVAL OF LIGHTING UNIT, SALVAGE
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH
CONNECTION TO EXISTING WATER MAIN 6"
CONNECTION TO EXISTING WATER MAIN 8"
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)
TEMPORARY PAVEMENT MARKING REMOVAL
REMOVE AND REINSTALL BRICK PAVER
BRICK PAVER SIDEWALK
PAVEMENT MARKING (SPECIAL)
CURB AND GUTTER (SPECIAL)
CONSTRUCTION LAYOUT
PARKING METERS TO BE REMOVED
REMOVE EXISTING SIGN POST
BIKE RACK
BRICK PAVER REMOVAL
FURNISH AND INSTALL TALLMADGE LIGHT STANDARD AND LED LUMINAIRE
LITTER AND RECYCLING RECEPTACLES
NEW FRAMES
NEW TREE GRATES AND FRAMES
REMOVE, REFURBISH AND REINSTALL EXISTING TALLMADGE LIGHTING UNITS
ROADWAY TYPE LIGHTING UNITS, COMPLETE IN PLACE
TEMPORARY ELECTRICAL CONNECTIONS
TREE GRATE RECEPTACLES, COMPLETE IN PLACE
VAULTED SIDEWALK CONCRETE/PAVERS (SPECIAL)

ENGINEER'S ESTIMATE

LANDMARK CONTRACTORS, INC.

CHICAGOLAND PAVING CONTRACTORS

JA JOHNSON PAVING CO.

MARTAM CONSTRUCTION INC.

APPARENT WINNER
UNIT OF MEASURE
CU YD
CU YD
CU YD
FOOT
EACH
TON
TON
POUND
SQ FT
SQ YD
FOOT
SQ YD
EACH
FOOT
FOOT
EACH
EACH
EACH
EACH
EACH
EACH
EACH
EACH
EACH
EACH
EACH
FOOT
CU YD
L SUM
SQ FT
FOOT
FOOT
FOOT
SQ FT
SQ FT
SQ FT
FOOT
SQ FT
FOOT
FOOT
FOOT
FOOT
FOOT
EACH
SQ FT
SQ YD
EACH
EACH
L SUM
SQ FT
SQ FT
SQ FT
SQ FT
FOOT
L SUM
EACH
EACH
EACH
SQ FT
EACH
EACH
EACH
EACH
EACH
EACH
LSUM
EACH
SQ FT

TOTAL QUANTITY
200
200
426
64
15
462
277
2821
25
50
526
717
3
82
479
1
3
1
1
2
1
1
1
1
2
2
30
200
1
82
1290
100
760
2
2
21
1
82
1290
100
760
580
1740
5
5359
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UNIT PRICE
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1,006.25
920.00
2,570.83
57,718.50
1,725.00
11,787.50
82,627.50
575.00
6,037.50
2,875.00
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66,125.00
14,375.00
13,972.50
40,813.50
756,886.01

144 of 945

UNIT PRICE
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92.00
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TOTAL COST
18,400.00
18,400.00
34,293.00
5,120.00
2,400.00
42,504.00
32,686.00
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625.00
1,350.00
8,731.60
35,850.00
1,701.00
21,352.80
45,552.90
414.00
3,975.00
1,798.00
541.00
9,058.00
145.00
3,824.00
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64,040.05
16,310.25
5,005.00
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24,420.00
4,687.50
20,293.08
2,500.00
1,236.90
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800.00
25,725.00
28,000.00
2,302.44
10,285.80
6,258.82
29,400.00
54,000.00
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7,515.00
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UNIT PRICE
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TOTAL COST
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4,736.00
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39,270.00
27,700.00
28.21
1,275.00
1,250.00
3,945.00
111,135.00
1,800.00
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1,875.00
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2,709.00
280.00
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2,500.00
51,446.40
19,770.00
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34,625.00
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1,250.00
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TOTAL COST
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3,667.30
1,350.00
1,250.00
5,260.00
65,964.00
1,380.00
9,840.00
57,959.00
350.00
4,800.00
1,900.00
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22,400.00
60,000.00
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1,216.00
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63,882.00
882,374.80


| PAY ITEM NUMBER | PAY ITEM NAME | UNIT OF MEASURE | TOTAL QUANTITY | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
|----------------|---------------|-----------------|----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
|                |               |                 | 10             | 3,105.00   | 49,680.00  | 51,200.00  | 49,680.00  | 51,200.00  | 49,680.00  | 51,200.00  | 49,680.00  | 51,200.00  | 49,680.00  | 51,200.00  |
|                |               |                 |                |            |            |            |            |            |            |            |            |            |            |
| ALT TOTAL      |               |                 |                |            | 49,680.00  | 47,360.00  | 51,200.00  | 49,984.00  | 48,000.00  |
|                |               |                 |                |            |            |            |            |            |            |            |            |            |            |
| BASE TOTAL     |               |                 |                |            | 756,886.01 | 777,711.84 | 779,900.00 | 897,798.00 | 882,374.80 |
|                |               |                 |                |            |            |            |            |            |            |            |            |            |            |
| ALT TOTAL      |               |                 |                |            | 49,680.00  | 47,360.00  | 51,200.00  | 49,984.00  | 48,000.00  |
|                |               |                 |                |            |            |            |            |            |            |            |            |            |            |
| GRAND TOTAL    |               |                 |                |            | 806,566.01 | 825,071.84 | 831,100.00 | 947,782.00 | 930,374.80 |
|                |               |                 |                |            |            |            |            |            |            |            |            |            |            |
|                |               |                 |                |            |            |            |            |            |            |            |            |            |            |

**Alternate 1: Additional Cost for LED Upgrade for Fountain Square**

**Addendum No. 2 - QTY Change from 4 to 5.**

Corrected - Grand Total was not affected.
To: David Stoneback, Public Works Agency Director  
Lara Biggs, Bureau Chief – Capital Planning/City Engineer  
Stefanie Levine, Senior Project Manager

From: Tammi Nunez, Purchasing Manager

Subject: Sherman Avenue Improvements, Bid 18-50

Date: December 10, 2018

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

With regard to the recommendation for the Sherman Avenue Improvements, Bid 18-50, Landmark Contractors, total base bid is $825,071.84, and they are found to be in compliance with the goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ozinga Ready Mix Concrete</td>
<td>Concrete</td>
<td>$21,500.00</td>
<td>2.6%</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Work Zone Safety Inc.</td>
<td>Traffic</td>
<td>$13,657.20</td>
<td>1.6%</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ever Lights Inc.</td>
<td>Electrical</td>
<td>$45,000.00</td>
<td>5.5%</td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>Archon Construction Co.</td>
<td>Utility</td>
<td>$152,956.00</td>
<td>18.5%</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td><strong>Total M/W/EBE</strong></td>
<td></td>
<td><strong>$233,113.20</strong></td>
<td><strong>28.2%</strong></td>
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</tbody>
</table>

CC: Hitesh Desai, Chief Financial Officer
Memorandum

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

From: David Stoneback, Public Works Agency Director
Edgar Cano, Public Service Bureau Chief
Leslie J. Perez, Administrative Lead

Subject: Contract Award for AFSCME Uniforms (2019 – 2021)

Date: November 29, 2018

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute a purchase order in response to Bid #18-58 to award the 2019-21 AFSCME Uniform Contract to Silk Screen Express, Inc. (7611 W. 185th Street, Tinley Park, IL 60477) for a term of three years with a not to exceed amount of $187,500.00.

Funding Source:
Funding for this purchase is from the Public Works Agency - Clothing Fund in the amount of $62,500.00. The specific account and unencumbered account balances are shown in the table below.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>FY 2019 Budget</th>
<th>Purchase Amount</th>
<th>Remaining Balance</th>
</tr>
</thead>
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<tr>
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<td>$62,500.00</td>
<td>$62,500.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

Livability Benefits:
Economy & Jobs: Support Green Jobs and Businesses
Equity & Empowerment: Ensure Equitable Access to Community Assets

Summary:
The AFSCME Union Contract requires the City of Evanston to supply a variety of clothing items for field union employees in operating departments. Uniforms are provided to each field employee based on the parameters in the contract. The current union contract allots $340.00 for full-time AFSCME employees and $240.00 for permanent part-time AFSCME employees. Additional items above the cost allotment are paid for by the employee through payroll deduction.
The contract was bid in November 2018 and sent to several potential bidders. It was also advertised in Evanston Review, the City’s website and on Demand Star. The bids were opened on November 27, 2018.

The sole bid was submitted by Silk Screen Express Inc. The bid results are correct and in order. A copy of the bid tabulation is listed below for review.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aramark Uniform Services</td>
<td>$75,220.00</td>
</tr>
</tbody>
</table>

The bid quotes requested are solely for the purpose of generating a unit cost of each article of clothing and does not constitute an actual per year contract amount agreement between the City of Evanston and Silk Screen Express, Inc. The actual quantities purchased on an annual basis are determined by the contract between the City of Evanston and AFSCME union employees; and by the yearly adopted City of Evanston budget. Based on the current AFSCME contract, the City of Evanston has budgeted $62,500.00 for FY2019. Amounts for 2020-21 will reflect the agreed upon budget set in the contract in those years.

The lowest, responsive and responsible bidder is Silk Screen Express, Inc. The purchase of this type of commodity does not have any opportunity for sub-contracting.

Silk Screen Express Inc. has worked with other local state agency before on similar projects and completed work on time and within budget. We have verified the references with the Office of Emergency Management (OEMC), Illinois Tollway and the County of DuPage. Staff therefore recommends Silk Screen Express Inc. as the City AFSCME uniform provider for the next three years in a not to exceed amount of $187,500.00.

Attachments
M/W/EBE Subcontracting Waiver
To:        David Stoneback, Public Works Agency Director  
           Edgar Cano, Public Service Bureau Chief  
           Leslie J. Perez, Administrative Lead  

From:     Tammi Nunez, Purchasing Manager  

Subject:  Contract Award for AFSCME Uniforms, Bid 18-58  

Date:     December 10, 2018  

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, Bid 18-58, the contract award for AFSCME Uniforms precludes subcontracting opportunities. Therefore, a waiver is granted.

cc: Hitesh Desai, Chief Financial Officer
Memorandum

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

From: Erika Storlie, Deputy City Manager/Director of Administrative Services  
Sean Ciolek, Division Manager of Facilities and Fleet  
Pedro Ulloa Jr, Facilities Supervisor  
Lara Biggs, Bureau Chief – Capital Planning/City Engineer

Subject: Fire Suppression System at Service Center (Data Center)

Date: November 19, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute an agreement for the emergency purchase of equipment and services to install a Kidde-Fenwal Novec 1230 Clean Agent Fire Suppression System at 2020 Asbury Service Center -Data Room with Phoenix Fire Systems (744 Nebraska Street, Frankfort, IL 60423) in the amount of $34,945.00.

Funding Source:
This project will be funded from the Capital Improvement Fund 2018 General Obligation Bonds (Account No. 415.40.4118.65515 - 618033). This will use funding set aside for Facilities Contingency, which was budgeted at $275,000 in FY 2018 and has $120,039 remaining.

Livability Benefit:
Health & Safety: Improves emergency prevention and response by protecting vital data equipment used for city operations.

Summary:
Fire can have a devastating impact on electrical and data equipment due to damage caused by smoke, heat, and flames. It has been discovered that in its current state, the City's primary Data Center located in the Service Center at 2020 Asbury does not have any fire suppression system in place. An adequate system would use gas to starve a fire of oxygen by interrupting the combustion process therefore leaving computer systems in a safe operating condition rather than risk potential damage from either water-based or foam-based suppression systems.
The Service Center Data Center houses the City's most critical IT assets which include routers, firewalls, core switches, servers, storage, and virtual desktop infrastructure. A fire event in this space would have a significant impact on the City's ability to perform its duties as access to files, applications, phones, 311 and 911 operations, wireless networking, and internet access could all go offline. Disaster recovery procedures could take an inordinate amount of time to restore services relative to the gravity of a potential fire event. Due to the critical nature of the services provided to City operations by the Data Center it is imperative that an adequate fire suppression/ fire detection system be installed at the location as part of improving accessibility to City IT assets in the case of an emergency. For this reason, it is recommended that an adequate system be installed as an emergency purchase to expedite the process.

In the case of an event, the system design recommended here will incorporate the discharge of the Novac 1230 clean agent throughout the protected space. The Fire Suppression System would be activated through cross zoning of addressable smoke detectors. Once discharged the suppression of fire is extinguished within 10 seconds with minor to no damage to vital equipment. This type of system has been designed in accordance with National Fire Protection Association (N.F.P.A.) Standard.

In order to make sure that the Data Center is protected against fire with a dry system as soon as possible, staff reached out to 3 vendors to expedite the process as an emergency purchase. The first vendor, U.S. Fire Protection, was non-responsive. The second vendor, Johnson Controls Fire Protection LP, submitted a quote of $42,418.00. The low bidder, Phoenix Fire Systems, Inc. whose quote came in at $ 34,945.00, has performed work in the past for the City at Police Headquarters Data Room Fire Suppression System and have been found to be responsive and reliable.

Attachments:
Phoenix Fire System, Inc. Proposal
October 25, 2018

City of Evanston
2020 Asbury Ave.
Evanston, IL 60201-2798

ATTN: Pedro Ulloa

SUBJ: NOVEC 1230 CLEAN AGENT FIRE SYSTEM FOR EQUIPMENT ROOM
PHOENIX FIRE SYSTEMS PROPOSAL #189740-20 (REV. #1)

Dear Mr. Ulloa:

We are pleased to submit for your consideration the following revised proposal covering all equipment and services required for installation of a Kidde-Fenwal Novec 1230 Clean Agent Fire Suppression Systems the above referenced area.

This proposal is based on the Standards of the National Fire Protection Association and on the information provided.

The following area is included within the scope of protection proposed:

**Equipment Room (683 sq. ft.)**

The Novec Clean Agent Fire Suppression System has been designed in accordance with N.F.P.A. Standard No. 2001. A design agent concentration of 4.7% will be reached within 10-seconds after initiation of system discharge.

System design incorporates discharge of the Novec Clean Agent throughout the protected volumes. Volumetric calculations are based on a finished ceiling height of 14'-3 feet.

Automatic actuation of the systems shall be achieved thru cross-zoning of two (2) addressable smoke detectors.
City of Evanston                                      October 25, 2018

Mr. Ulloa                                               Page 2

All associated wiring shall be high temperature (90 degrees C) wire or cable in minimum 1/2" thin wall conduit. All conduit to be red.

All piping shall be black ASTM A-53 or A-106 Schedule 40 pipe. All fittings shall be extra heavy class. All pipe and fittings shall be black unless otherwise specified by us.

Total Installed Price - $34,945.00

The following additional work is included in the above price:

- Furnish, install, and wire one (1) motorized low-leak damper - $550.00
- Furnish labor and material to seal room and firestop penetrations - $980.00
- Furnish and install wiring for tie-in to building fire alarm system. Final programming of building fire alarm by others - $1,250.00
- Furnish and install door seals and automatic door bottoms on double door assembly - $490.00

WORK EXCLUDED

The following work is specifically excluded from the scope of our proposal.

- Control wiring required for shutdown of equipment power.
- Reserve Clean Agent System.
- Permit and/or plan review fees.
- Professional Engineer's (P.E.) Stamped Drawings.
- Overtime, shift, or weekend labor.

DELIVERY

Delivery of equipment can be made within 4-5 weeks after receipt of your written purchase order.

This proposal is based on current costs, and Phoenix Fire Systems, Inc. reserves the right to revise this proposal if not accepted within ninety days from the date of said proposal.

Very truly yours,

PHOENIX FIRE SYSTEMS, INC.

Kirk W. Humbrecht
President
Memorandum

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

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

Subject: Sole Source Purchase of Dell Equipment

Date: December 4, 2018

Recommended Action:
Staff recommends City Council authorize the sole source purchase of three Dell PowerEdge servers, two EMC storage area network appliances, and additional related equipment from Dell Technologies (1 Dell Way, Round Rock, TX, 78682) in the amount of $141,173.44. This purchase enables IT to replace failing infrastructure in the city’s data center that support critical City services.

Funding Source:
Funding is provided by Capital Improvement Fund in the amount of $50,000 in 2018 General Obligation Bonds and $91,173 from the 2019 Capital Improvement Fund using funding approved in the FY 2019 Adopted Budget. A detailed breakdown of funding follows.

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<th>Project</th>
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<th>Available Budget</th>
<th>Project Amount</th>
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<td>$50,000.00</td>
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<td>415.40.4219.65515 – 119003</td>
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<td>$91,173.00</td>
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<td>(using 2019 CIP Funds approved by City Council in the FY 2019 adopted budget)</td>
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<td><strong>Total</strong></td>
<td><strong>$170,000.00</strong></td>
<td><strong>$141,173.00</strong></td>
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</tbody>
</table>

Livability Benefits:
Summary:
The city’s virtual desktop and virtualized server environments has continued to expand over the past few years. The city’s data center infrastructure now supports over 440 virtual desktops and approximately 150 virtualized servers as the city has largely moved away from physical PC’s and servers to save money and increase efficiencies. Over 90% of the city’s servers are now virtualized. The virtual environment has allowed IT to dedicate fewer staff to desktop support needs, virtual desktops offer lower cybersecurity risks than traditional desktops, and virtual desktops allow staff 24/7/365 remote access to critical files and applications.

As a result of the growth, much of our infrastructure is now past end of life and is struggling to meet user demands. Performance for our employees has declined in the past year as new applications, users and devices have come online. It has been a few years since substantial investments were made in the city’s virtual infrastructure.

This major upgrade will make a substantial improvement for employees, productivity, and provides infrastructure needed for the new Robert Crown Center technology needs. These enhancements also help support the city’s 300 indoor and outdoor cameras and associated video archives. New cameras are added each month which creates additional infrastructure needs.

These upgrades were originally slated for 2017 but were delayed until 2018 due to budget constraints. They can no longer be safely delayed without impacting services and operations.

Attachments:
1. Three Quotes from Dell Technologies
### Rough Order of Magnitude (ROM) Configuration for EVANSTON, ILLINOIS

Dell Marketing, LP
P.O. Box 149257
Austin, TEXAS 78714

Bill To:
EVANSTON, ILLINOIS
2100 Ridge Ave
Evanston, IL 60201

<table>
<thead>
<tr>
<th>Description</th>
<th>Model Number</th>
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<th>Years of 1 Yr Base</th>
<th>Support Unit Price</th>
<th>List Price</th>
<th>Subtotal</th>
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<tr>
<td>10Gb iSCSI, SC5020, Mezz Card, SFP+, 4-port, Qty 2</td>
<td>CT-SC5020-4PORT-SFP-W</td>
<td>1</td>
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<tr>
<td>SC5020 Storage Array</td>
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<td></td>
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<tr>
<td>SC5020, 1.92TB, SAS, 12Gb, RI SSD, 2.5&quot;</td>
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<td>IO, 10Gb iSCSI, 2port,PCI-E,SFP+ w/o optics, Full height, QTY2</td>
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<tr>
<td>C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord, Qty2</td>
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<td>1</td>
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<td><strong>Software</strong></td>
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</tr>
<tr>
<td>Storage Center SW Bundle, Base License Includes: Dynamic Capacity, Dual Controller, Dell Storage Manager: Foundations &amp; Reporter, MPIO, Compression, Local Data Protection</td>
<td>SW-CORE-BASE-W</td>
<td>1</td>
<td></td>
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<tr>
<td>Storage Center Drive Certificate (one Certificate per drive)</td>
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<td>12</td>
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<tr>
<td><strong>Professional Services</strong></td>
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<tr>
<td><strong>Support (CML-HWMTC)</strong></td>
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<tr>
<th>Item</th>
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<td>Power (Watts)</td>
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<tr>
<td>Heat (BTUs)</td>
<td>5,067.00</td>
</tr>
<tr>
<td>Rack Units</td>
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</tr>
<tr>
<td>Weight (Lbs)</td>
<td>33</td>
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<tr>
<td>SSD (Raw TB)</td>
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<tr>
<td>SAS (Raw TB)</td>
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<tr>
<td>Total (Raw TB)</td>
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<tr>
<td>Hardware Total</td>
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</tr>
<tr>
<td>VA Software Total</td>
<td>$0.00</td>
</tr>
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<td>Support Total</td>
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<td>$42,384.08</td>
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</table>

*Plus applicable taxes

***Copilot Support Term: 3 year (36 months)

****The pricing is displayed in the US Dollar currency.

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# Rough Order of Magnitude (ROM) Configuration for EVANSTON, ILLINOIS

## Dell Marketing, LP
P.O. Box 149257
Austin, TEXAS 78714

### Bill To:
EVANSTON, ILLINOIS
2100 Ridge Ave
Evanston, IL 60201

### Dell SKUs

<table>
<thead>
<tr>
<th>Description</th>
<th>Dell SKU</th>
<th>Quantity</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td><strong>Hardware &amp; Drives</strong></td>
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<tr>
<td>10Gb iSCSI, SC5020, Mezz Card, SFP+, 4-port, Qty 2</td>
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<td>SC5020 Storage Array</td>
<td>CT-SC5020-BASE</td>
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<td>SC5020, 1.92TB, SAS, 12Gb, RI SSD, 2.5&quot;</td>
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<tr>
<td>SC5020 Drive Blank</td>
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<td>ProDeploy Plus Dell Storage SC Series 5XXX SAN</td>
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### Support (CML-HWMTCC)

**Total Subtotal:** $158 of 945
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<td>Power (Watts):</td>
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<td>Heat (BTUs):</td>
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<td>Rack Units:</td>
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<tr>
<td>Weight (Lbs):</td>
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<td>SSD (Raw TB):</td>
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**Totals**

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<td>Hardware Total</td>
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<td>VA Software Total</td>
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*Plus applicable taxes

***Copilot Support Term: 3 year (36 months)

****The pricing is displayed in the US Dollar currency.

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

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*******************************************************************************
A quote for your consideration!
Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you’re ready to place your order.

<table>
<thead>
<tr>
<th>Quote number:</th>
<th>Quote date:</th>
<th>Quote expiration:</th>
<th>Solution ID:</th>
<th>Deal ID:</th>
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Company name: CITY OF EVANSTON
Customer number: 4715079
Phone: (847) 866-2933

Sales rep information:
Brian Erenrich
Brian_Erenrich@Dell.com
(800) 456-3355
Ext: 5130636

Billing Information:
CITY OF EVANSTON
2100 RIDGE AVE
2100 RIDGE AVE
EVANSTON
IL 60201-2798
US
(847) 866-2933

Pricing Summary

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<th>Item</th>
<th>Qty</th>
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<td>PowerEdge R740 - 3 year</td>
<td>3</td>
<td>$18,300.00</td>
<td>$54,900.00</td>
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Subtotal: $54,900.00
Shipping: $0.00
Environmental Fees: $0.00
Non-Taxable Amount: $54,900.00
Taxable Amount: $0.00
Estimated Tax: $0.00
Total: $54,900.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Brian Erenrich

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

<table>
<thead>
<tr>
<th>Group 1 - Group 1</th>
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<tr>
<td><strong>Shipping Contact:</strong></td>
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<td>ACCOUNTS PAYABLE</td>
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<td>461-AADZ</td>
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<td>321-BCSN</td>
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<td>340-BLKS</td>
<td>PowerEdge R740 Shipping</td>
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<td>343-BBFU</td>
<td>PowerEdge R740 Shipping Material</td>
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<td>370-ADNU</td>
<td>2666MT/s RDIMMs</td>
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<td>BOSS controller card + with 2 M.2 Sticks 240G (RAID 1), FH</td>
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<td>619-ABVR</td>
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<td>379-BCSG</td>
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<td>385-BBLE</td>
<td>IDSDM and Combo Card Reader</td>
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<td>429-ABBU</td>
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<td>384-BBPY</td>
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<td>325-BCHU</td>
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<td>350-BBKG</td>
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<td>813-9119</td>
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<td>813-9123</td>
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<td>813-9129</td>
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<td>989-3439</td>
<td>Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355</td>
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<td>900-9997</td>
<td>On-Site Installation Declined</td>
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<td>973-2426</td>
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<td>385-BBK</td>
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<td>528-BBWT</td>
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<td>540-BBYK</td>
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<td>450-AALV</td>
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</table>

Subtotal: $54,900.00  
Shipping: $0.00  
Environmental Fees: $0.00  
Estimated Tax: $0.00  
Total: $54,900.00
Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at https://boomi.com/msa.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at http://www.emc.com/collateral/sales/dell EMC-satisfaction-guarantee-terms-and-conditions_ex-gc.pdf ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.
Memorandum

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

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
Sean Ciolek, Division Manager of Facilities Management

Subject: 2019-2021 Renewal of Building Automation Service Agreement for HVAC Systems with Schneider Electric

Date: November 28, 2018

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a three-year, single source service agreement for the Building Automation System (BAS) with Schneider Electric (17475 Palmer Blvd., Homewood, IL 60430) in the amount of $36,167.00 for FYI 2019, $37,005.00 for FYI 2020 and $37,869.00 for FYI 2021 to cover hardware/software and service visits for HVAC systems in 16 City buildings and properties. Initially in 2019 this is about a 27% increase from 2018 due to the addition of coverage for 8 more locations. In following years 2020 and 2021 this is less than a 3% increase each year.

The City facilities included in this service agreement are as follows:

Dempster Street Beach House
Chandler-Newberger Center
Lorraine H. Morton Civic Center
Fleetwood-Jourdain Center
Fire Station #1
Fire Station #2
Fire Station #3
Fire Station #4
Fire Station #5
Levy Senior Center
Municipal Service Center
Animal Shelter
Ecology Center
Fountain Square
721 Howard
Robert Crown Center

Funding Source:
Facilities Account (100.19.1950.62509)
Livability Benefit:
Health & Safety: Improve emergency prevention and response.
Built Environment: Enhance public spaces.

Summary:
The City of Evanston currently has the existing Andover (Schneider) BAS in place for 16 facilities. The Andover (Schneider) BAS is a proprietary system and requires an annual service and maintenance agreement to ensure that the system is functioning properly and receiving the necessary upgrades that are required. Schneider is also familiar with our systems and buildings.

The BAS allows Facilities Management staff to view operation of the HVAC systems at each of these locations from remote locations 24 hours a day. This is a critical function that allows staff to respond to alarms that warn of issues occurring with the HVAC systems. This can be done remotely so that on-call staff can assess the urgency of the situation and determine whether the problem needs to be resolved in the field or can be adjusted remotely without visiting the facility. These systems save time, energy and increase the efficiency of the equipment. Staff is requesting approval for multi-year service and maintenance agreement for FY2019, FY2020 and FY2021.

Since the building automation system is proprietary software developed by only one company there are no other competitors that can offer the service.

Attachments:
Schneider Electric Proposal (dated November 15, 2018)
City of Evanston
Building Advisor – Plus Service Plan

Prepared for:
Sean Ciolek
Mark Wegener

The information provided in this document is propriety and confidential to Schneider Electric. Upon receipt, the intended party shall hold any confidential information to it, or to which it is exposed, in confidence.
City of Evanston
2100 Ridge Ave
Evanston, IL, 60201

November 15, 2018

Sean Ciolek
sciolek@cityofevanston.org
(847) 448-8181

Dear Sean,

Thank you for the opportunity to present you with this proposal for a Building Advisor – **Plus Service Plan** for City of Evanston.

Designed to continually meet your dynamic business and facility needs, our Service Plans provide an excellent fixed cost method of maximizing the value of your buildings and their installed systems. By investing in a Service Plan, you can ensure safer, more reliable and efficient operations and capitalize upon the full value that your building systems were originally designed to deliver.

The annual investment for this Plus Service Plan is Twenty-Seven Thousand Nine Hundred Forty-Six Dollars and Zero Cents ($27,946).

Upon review of our enclosed proposal, please feel free to follow up with me as your point of contact for questions or additional information. We look forward to speaking with you further and helping you to achieve success in your business.

Sincerely,

Eric Larsen
Service Account Manager
708-252-6900
eric.larsen@schneider-electric.com
Current Challenge

Your building is a complex Ecosystem and its performance influences the property value, the productivity of its occupants and your business’ bottom line.

• You want to improve comfort and productivity for tenants, employees, and management.
• You want your building to be smart, connected, and sustainable.
• You want 24x7 building system technical support coverage from Schneider Electric to augment your maintenance resources.

Proposed Solution & Benefits

Building Advisor – Plus Service Plans provide triage and support to diagnose and resolve up to 80% of issues and critical alarms through remote experts with optional onsite resolution.

We provide remote coverage of your building operations to support your onsite personnel with expert state of the art remote triage and support.

Go beyond break fix maintenance:

• Faster resolution times and higher responsiveness
• Database backup of your BMS
• Secure standardized approach to remote monitoring, triage and support of site operations to avoid costly visits
• Preferred rates and prioritized service as a service plan client
Your Agreement Investment

This Building Advisor – Plus Service Plan agreement will be for an original term of 12 months, beginning on 1/01/2019, with subsequent annual pricing indicated below.

This agreement will renew annually, unless either party changes the services covered or the annual investment. City of Evanston’s annual investment in this program is shown below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Price</th>
<th>Term</th>
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<tr>
<td>1/01/2019 – 12/31/2019</td>
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<td>12 Months</td>
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<tr>
<td>1/01/2020 – 12/31/2020</td>
<td>$28,784</td>
<td>12 Months</td>
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<tr>
<td>1/01/2021 – 12/31/2021</td>
<td>$29,648</td>
<td>12 Months</td>
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</table>

For services designated herein and included in attached addendums, City of Evanston agrees to pay Schneider Electric the amount of Twenty-Seven Thousand Nine Hundred Forty-Six Dollars and Zero Cents ($27,946) to be invoiced in equal monthly installments. This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Schneider Electric. Schneider Electric must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

Payment terms will be no greater than 30 days after Schneider Electric’ invoice date. Schneider Electric reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of City of Evanston’s credit shall relieve Schneider Electric of any and all obligations pertaining to work or performance of work.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Buildings</td>
<td>2100 Ridge Rd</td>
<td>Evanston</td>
<td>IL</td>
</tr>
</tbody>
</table>
We would appreciate your signature in the space provided below as your acceptance of this agreement.

PROPOSAL OFFERED BY:

Eric Larsen
eric.larsen@schneider-electric.com
(708) 252-6900

*based on Terms and Conditions agreed upon in previous contract.

**Contract Options:**  □ Single Year  □ Three Year

City of Evanston Acceptance

Accepted by:

____________________________
Name typed: __________________
Title: ______________________
Date: ______________________

Name of Firm or Organization:

City of Evanston
2100 Ridge Rd
Evanston, IL 60062

Billing Address:

ATTN: Sean Ciolek
City of Evanston
2100 Ridge Rd
Evanston, IL 60062

Schneider Electric Acceptance

Accepted by:

____________________________
Name typed: __________________
Title: ______________________
Date: ______________________

Schneider Electric – Homewood Office
17475 W Palmer Blvd
Homewood, IL 60430

Purchase Order No. ________________
Table of Contents

- Service Plan Overview
- Project Team
- Definitions and Scope
Service Plan Overview

Service Plan Approach

Service Plan Advantages

Schneider Electric Overview

“Our role is to continuously maintain and improve your building systems by which your facility management teams can proactively identify, prioritize, manage and sustain operational efficiency, comfort conditions, and system performance on an ongoing basis.”
Service Plan Approach

Building Advisor – Service Plans are an integral part of Schneider Electric’s BMS platform. Our Service Plans leverage expert field service engineers and remote data scientists to convert data into predictable, actionable insights. Combining people, technology and collaboration to provide lifetime building efficiency, our Building Advisor services allow you to do more to deliver real impact on operating costs, occupant comfort and asset value throughout the life cycle of a building.

You can select from our tiered Service Plans offers with work scopes to fit your facility needs -- from Plus Service Plans that provide remote triage and issue resolution support with optional onsite response, to Prime or Ultra Service Plans that incorporate automated fault detection for more proactive and higher levels of building efficiency.

Each of our Building Advisor - Service Plans also allow options for the frequency of service provided. Whether it be preventive maintenance on-site visits or remote analysis, we offer flexibility for you to select when services are performed, what parts are covered, and guarantees for on-site repair response. And, in the event additional repairs are required, you can always count on receiving a priority response as a Service Plan client.
### Building Advisor – Service Plans

#### Plus
- Triage and Support Remote with Onsite (Optional)
- Faster resolution times and higher responsiveness

#### Prime
- Planned Preventive Maintenance Remote and Onsite
- Be more proactive about building maintenance

#### Ultra
- Condition-Based Maintenance Remote and Onsite
- Take buildings to new levels of efficiency

Triage and support to diagnose and resolve up to 80% of issues and critical alarms through remote experts with optional onsite resolution.

### Service Plan Advantages from Schneider Electric:

<table>
<thead>
<tr>
<th>Service Plan</th>
<th>Advantage</th>
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<tbody>
<tr>
<td>Plus</td>
<td>Up to 80% of issues resolved remotely</td>
</tr>
<tr>
<td>Prime</td>
<td>Up to 29% decrease in unscheduled maintenance</td>
</tr>
<tr>
<td>Ultra</td>
<td>Up to 33% fewer occupant complaints</td>
</tr>
<tr>
<td></td>
<td>Up to 20% energy cost reduction</td>
</tr>
</tbody>
</table>

Remote support teams can resolve 8 out of 10 customer issues without the need to dispatch a technician to the site ensuring faster issue resolution and less time spent scheduling visits.

Condition based maintenance approach ensures that your equipment is maintained based on your operating needs and not just at fixed intervals.

Automated diagnostics and fault detection identifies and presents energy, comfort and maintenance related problems with severity rankings so that they can be taken care of in a timely manner.

Continuous commissioning of your building equipment to ensure your system performance is always at optimum levels.

### Schneider Electric Overview

Schneider Electric is the global specialist in energy management and automation. With revenues of ~$30 billion in FY2015, our 160,000+ employees serve customers in over 100 countries, helping them to manage their energy and process in ways that are safe, reliable, efficient and sustainable.

We are a global company with strong presence and history in the US. With US brands like Square D, Andover Controls and APC, Schneider Electric employs over 33,000 in North America. We maintain a strong focus on innovation, with over 7500 employees directly involved in R&D activities and reinvest 5% of sales into R&D each year.

From the simplest of switches to complex operational systems, our technology, software and services improve the way our customers manage and automate their operations. Our connected technologies reshape industries, transform cities and enrich lives. At Schneider Electric, we call this **Life Is On**.
Combining people, technology and collaboration to provide lifetime building efficiency, Building Advisor allows you to do more.

**PEOPLE**

Remote experts and certified onsite technicians provide a superior level of support around the clock.

**TECHNOLOGY**

Automated alarms, fault detection and diagnostics speed problem and solution resolution, providing condition-based recommendations to help prioritize and justify task costs. Leverages real-time data to drive condition-based maintenance and cross-system interoperability.

**COLLABORATION**

And customized, detailed reports provide deep insights on your building systems along with expert advice with solutions to maximize your return on investment up to 10X over reactive maintenance alone.
Project Team

Schneider Electric has assembled a specialized team to provide you with industry-leading building services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the Schneider Electric personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.

Your service team includes the following Schneider Electric professionals:

- **Service Account Manager**: Eric Larsen. His primary responsibility is to provide support and coordination for the execution of your service program. The SAM is ultimately responsible for Schneider Electric’s service relationship with you and will strive to provide you with excellent customer service. Eric can be reached at 708-252-6900.

- **Primary Service Technician**: You will be assigned a primary service technician. This technician will be performing the service and repair functions for your facility whenever possible. In the event the primary service technician is not available, the Customer Service Manager will assign a secondary service technician to your facility.

- **Buildings Service Resource Center (BSRC)**: The BSRC acts as your service coordinator. The BSRC is responsible for scheduling all maintenance program services. The BSRC can be reached at 877-822-2601.

“Our industry leading technologies and systems integration expertise, in combination with our deep understanding of high performance buildings, are proven to deliver solutions that address your business, environmental, and maintenance challenges.”
# Definitions and Scope

## Your Proposed Service Plan

We are happy to recommend the **Building Advisor – Plus Service Plan** to meet the needs of your facility and the goals of your organization.

The table below is a summary of services available in the Plus Service Plan, but not limited to your service plan:

<table>
<thead>
<tr>
<th></th>
<th>Plus</th>
<th>Prime</th>
<th>Ultra</th>
<th>Managed Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monitoring</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm Monitoring</td>
<td></td>
<td>Optional</td>
<td>Optional</td>
<td></td>
</tr>
<tr>
<td>Condition Monitoring</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Database Backup</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>Maintenance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Remote Issue Resolution</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Condition-Based</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reports &amp; Consultation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Work Report</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>System Insights Report</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Site Health Report with ROI Justification</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
Definitions and Scope of Work

The following items are included in your Building Advisor Service Plan Agreement within the scope of the proposed plan;

Database Backup

- The database protection option prepares your system to be restored in the event of damage to the system or the information contained in it. Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- Backup frequency will depend on your facility’s needs, size, system activity, and system sensitivity.
- This agreement will include 4 (4-hour) backup routines a year, performed on the entire BMS system, including the front-end workstation and/or servers, as well as your entire network of field-mounted controllers.
- Backups will be performed during normal business hours (8:00am to 5:00 pm) scheduled through the BSRC.
- Antivirus software renewals.

Preventive Maintenance

- This agreement will include 9 (8-hour) days per year, performed on the entire BMS system including programming and onsite labor for your entire network of field-mounted controllers.
- Agreement includes preventive maintenance on critical pieces of equipment in your building management system (BMS) network listed on the equipment list at the end of this agreement.
- Schneider Electric will check those field devices, controllers, and network elements as indicated below. This is recommended for all sites to maintain original condition of installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying defects and potential problem areas, and reducing the likelihood that emergencies will occur.
- Preventive Maintenance checks cover only factory recommended maintenance and normal wear and tear limited to tasking documentation available for reference. Parts and material are excluded, unless outlined by addendum.
- Preventive maintenance will be performed during normal business hours (8:00 am to 5:00 pm, Monday - Friday).

Workstations and Peripherals

- This option includes preventive maintenance routines performed on all your building management workstations.
- Includes checking workstation operation including fan operation, hard drive errors, operating system updates, and hard drive de-fragmentation, if required. Includes checking printer, cleaning print head, remove excess paper, and changing cartridge/ribbon.

Network Equipment and Field Controllers

- This option includes preventive maintenance routines performed on network interfaces, routers and field controllers.
- Depending on devices’ needs, checking the battery backup circuit, scan times, and verifying control loops.

Field Devices

- This option includes preventive maintenance routines performed on field devices connect to field controllers.
- Includes calibrating field devices’ inputs and outputs and adjusting offsets in field controllers as needed. Results of the calibration will verify accuracy of critical system components and identify any potential problems or component failure beyond calibration.
- Includes replacement temp sensors, batteries & panel peripheral devices [relays-fuses-current transducers-transformers].
- Does not include replacement specialty sensors, valves, dampers, motors, or controllers.
Demand/Emergency Service

This option provides complete labor coverage of repair calls throughout the life of the agreement for the items specified per the equipment list at the end of this addendum. This plan must be purchased in conjunction with a planned maintenance agreement to protect your facility and your investment. See Terms and Conditions for exclusions to this coverage.

Remote Issue Resolution

Schneider Electric may carry out remote trouble shooting utilizing secure remote access tools to resolve issues, alarms, or provide support from time to time. Remote Support and Issue resolution is included in your contract to facilitate quickly addressing your issues and questions regarding your BMS system.

A service engineer or programmer will assist you with troubleshooting software programs, PID loops, and any other issues with which you need assistance. Under terms of this agreement there are UNLIMITED hours annually to get support from our remote specialists.

Remote Issue Resolution requires the ability to connect remotely to the site Building Management System (BMS). Customer is responsible for all local communications costs.

On-Site Issue Resolution

Beyond the scheduled inspections, Schneider Electric will provide scheduled demand service calls during normal business hours (8:00 a.m. to 5:00 p.m., Monday - Friday), to minimize downtime.

Parts And Components Replacement

- Schneider Electric will repair or replace worn parts or complete components with new parts or reconditioned components. It is understood that this undertaking by us applies only to the systems and equipment covered in this agreement or otherwise listed in special terms and conditions.
- Schneider Electric will replace defective or malfunctioning parts at no charge to the customer.
- See Terms and Conditions for exclusions to this coverage.

Reports and Consultation

Schneider Electric will provide reports documenting Remote and On-Site Work Activity:
- System Insights Reports provided upon request.
- After completion of preventive maintenance, you will receive findings report for your records.

Your service account manager will review and consult with you on the report. On an annual basis, your service account manager will also discuss longer term building performance, modernization opportunities, retrofits, or equipment overhauls that are recommended to meet your building and maintenance goals.
Equipment Schedule

The attached work scope addendum includes the equipment list covered under this service agreement. The service agreement covers any preventive maintenance and issue resolution. Any repairs, parts and materials are outside of the scope of this agreement.

During the active 3-year service agreement, all listed legacy Schneider Electric products will be covered. Any new EcoStruxure products installed will carry a 1-year warranty from date of installation. All out of warranty Schneider Electric products will be proposed as an add to the existing service agreement.

Continuum System

<table>
<thead>
<tr>
<th>Master Name</th>
<th>Master Model</th>
<th>BACnet Controllers</th>
<th>Continuum Controllers</th>
<th>Infinity Controllers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beach</td>
<td>bCX9640</td>
<td>-</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Chandler</td>
<td>bCX9640</td>
<td>-</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>CivicCenter</td>
<td>bCX9640</td>
<td>-</td>
<td>2</td>
<td>-</td>
</tr>
<tr>
<td>Fleetwood.1655</td>
<td>bCX4040</td>
<td>10</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FS1</td>
<td>bCX9640</td>
<td>-</td>
<td>13</td>
<td>-</td>
</tr>
<tr>
<td>FS2</td>
<td>bCX9640</td>
<td>-</td>
<td>24</td>
<td>-</td>
</tr>
<tr>
<td>FS3</td>
<td>9900</td>
<td>-</td>
<td>16</td>
<td>4</td>
</tr>
<tr>
<td>FS5</td>
<td>bCX9640</td>
<td>-</td>
<td>19</td>
<td>-</td>
</tr>
<tr>
<td>Levy</td>
<td>9900</td>
<td>-</td>
<td>1</td>
<td>37</td>
</tr>
<tr>
<td>Municipal1</td>
<td>9900</td>
<td>-</td>
<td>12</td>
<td>-</td>
</tr>
<tr>
<td>SiteControl1</td>
<td>9702</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Animal Shelter</td>
<td>MPM</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Ecology</td>
<td>MPM</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FS4</td>
<td>MPM</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

EcoStruxure System

<table>
<thead>
<tr>
<th>Master Name</th>
<th>Master Model</th>
<th>Attached Controllers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chandler</td>
<td>AS-P</td>
<td>-</td>
</tr>
<tr>
<td>Fountain Square</td>
<td>AS-P</td>
<td>-</td>
</tr>
<tr>
<td>Howard Theater</td>
<td>AS-P</td>
<td>1</td>
</tr>
</tbody>
</table>
Alternate Add

Robert Crown Ice Arena

The Robert Crown Ice Arena BAS project is scheduled to be completed in mid-2019. All equipment is protected by a 1-year warranty. After the warranty expires, Schneider Electric will add the equipment to the agreement as listed below.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS-P</td>
<td>1</td>
</tr>
<tr>
<td>AS-B</td>
<td>1</td>
</tr>
<tr>
<td>UI16</td>
<td>2</td>
</tr>
<tr>
<td>DO12</td>
<td>1</td>
</tr>
<tr>
<td>DO8</td>
<td>2</td>
</tr>
<tr>
<td>AO8</td>
<td>2</td>
</tr>
<tr>
<td>MP-V-9</td>
<td>4</td>
</tr>
<tr>
<td>MP-V-7</td>
<td>73</td>
</tr>
<tr>
<td>Temp Sensor (no cover)</td>
<td>10</td>
</tr>
<tr>
<td>Temp Sensor (cover)</td>
<td>4</td>
</tr>
<tr>
<td>EBO Software</td>
<td>1</td>
</tr>
<tr>
<td>Enterprise Server</td>
<td>1</td>
</tr>
</tbody>
</table>

This equipment will be covered at the level that the contract terms outlined above (including material coverage, demand service, and remote support), as well as an additional (2) **8-hour BAS technician** visits and (1) **4-hour IT technician** visit. The total annual price for this service is shown below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Crown Ice Area</td>
<td>$8,221</td>
</tr>
</tbody>
</table>
Memorandum

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

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

Subject: Second One-Year Extension for the Management and Operations of
         Three Self-Park Facilities with SP+ Municipal Services

Date: November 30, 2018

Recommended Action
Staff recommends that City Council authorize the City Manager to extend the contract
for the Management and Operations of three City owned Self-Park Facilities to SP+
Municipal Services (200 East Randolph Street, Suite 5475, Chicago, IL 60601) in the
amount of $1,530,198 for 2019 with no additional extensions (RFP #15-65).

Funding Sources
Funding for the contract will be provided by the following Parking Fund accounts:
Church Street Garage (505.19.7025.62400); Sherman Avenue Garage
(505.19.7036.62400); and Maple Avenue Garage (505.19.7037.6240).

Summary
On December 14, 2015 the City Council approved a two-year contract for the
Management and Operations of Three Self-Park Facilities to SP+ Municipal Services
with two one-year optional extensions.

In October 2015, the City issued a Request for Proposal (RFP) for the Management and
Operations of Three Self-Park Facilities. The purpose of the RFP was to seek
proposals to provide a cost effective “First Class” level of management and operation
for the three downtown self-park garages 24-hours daily, 7 days per week, year-round
including holidays. Services shall include supervision, management, customer
relations, cashiering, security, custodial and maintenance services.

The vendor is required to support, but is not limited to the support of, the following
management and operational services:
1) Hire, train and supervise all staff required to provide a cost-effective first class level of customer relations and support, cashiering, bookkeeping, and custodial maintenance.

2) Supervisory/management level staff is to be on-site during all active hours of operations to provide supervision and direction of cashiers, customer service representatives, bookkeepers, custodial staff, and security officers.

3) Patrol the parking facilities daily to note any maintenance issues, equipment problems, signage needs, safety concerns, and to ensure the accuracy of parking access and revenue control counts.

4) Handle daily customer service for overall parking operations, including but not limited to, transient and monthly parking, regulations, area directions, distribution of materials (when requested by City), etc.

5) Calculate, invoice, collect, account for, safeguard, and turn over to the City all revenues from parking and service fees derived from the operation of each facility.

6) Provide bookkeeping, invoicing, accounting, and auditing services to verify operations and to ensure that all expenses are valid, necessary, and within budget.

7) Coordinating with City staff to provide the highest-quality maintenance and custodial services for all three facilities.

8) Provide daily/periodic parking access and revenue control preventative maintenance on parking access and revenue control equipment as specified by the manufacturer.

9) Remove water, snow and ice from all exposed sidewalks, garage entry/exit areas and pedestrian walk areas.

10) Provide security services to monitor the CCTV systems and patrol the facilities 24 hours daily 365 days per year.

The budgeted amount for FY 2019 is $1,672,588, as the contract allows reconciliation for any vendor overages of actual operation expenses from the estimated operating budget (attached). These overages are usually attributed to personnel costs and labor contract changes that occur during an existing contract. This reconciliation is presented to the City Council, in the form of change order, during the second quarter following the contract year.

The 2018 contract expenses are projected to be approximately $1,520,000 at the end of December 2018. This equates to $275,000 in operating expenses attributed to the Church Street Garage; $650,000 in operating expenses attributed to the Sherman Avenue Garage; and $595,000 in operating expenses attributed to the Maple Avenue
Garage. Based on previous year expenditures the 2019 contract has a projected increase of $16,491 or 1.1%.

Attachments
Current SP+ Contract
2019 Estimated Operating Budget for SP+
CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

Management and Operations of Three Self-Park Facilities

RFP Number: 15-65

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 1st day of January, 2016, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and SP Plus Corporation with offices located at 200 East Randolph Street, Suite 5475, Chicago, IL 60601 (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed $1,508,500 in FY2016 and $1,490,925 in FY2017.

I. COMMENCEMENT DATE

Consultant shall commence the Services on January 1, 2016 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by December 31, 2017. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES
Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. #15-65 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any
subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance,
employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

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

F. **Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. **Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

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

I. **Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees,
including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as
additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

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

L. Use of City’s Name or Picture of Property. Consultant shall not in the
course of performance of this Agreement or thereafter use or permit the use of City’s
name nor the name of any affiliate of City, nor any picture of or reference to its
Services in any advertising, promotional or other materials prepared by or on behalf
of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or
subcontract all or any part or its rights or obligations hereunder without City’s express
prior written approval. Any attempt to do so without the City’s prior consent shall, at
City’s option, be null and void and of no force or effect whatsoever. Consultant shall
not employ, contract with, or use the services of any other architect, interior designer,
engineer, consultant, special contractor, or other third party in connection with the
performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In
performing the Services, Consultant shall comply with all applicable federal, state,
county, and municipal statutes, ordinances and regulations, at Consultant’s sole cost
and expense, except to the extent expressly provided to the contrary herein.
Whenever the City deems it reasonably necessary for security reasons, the City may
conduct at its own expense, criminal and driver history background checks of
Consultant’s officers, employees, subcontractors, or agents. Consultant shall
immediately reassign any such individual who in the opinion of the City does not pass
the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all
subcontractors, suppliers, materialmen and others claiming by, through or under
Consultant, hereby waives and releases any and all statutory or common law
mechanics’ materialmens’ or other such lien claims, or rights to place a lien upon City
property or any improvements thereon in connection with any Services performed
under or in connection with this Agreement. Consultant further agrees, as and to the
extent of payment made hereunder, to execute a sworn affidavit respecting the
payment and lien releases of all subcontractors, suppliers and materialmen, and a
release of lien respecting the Services at such time or times and in such form as may
be reasonably requested by City. Consultant shall protect City from all liens for labor
performed, material supplied or used by Consultant and/or any other person in
connection with the Services undertaken by consultant hereunder, and shall not at
any time suffer or permit any lien or attachment or encumbrance to be imposed by
any subConsultant, supplier or materialmen, or other person, firm or corporation,
upon City property or any improvements thereon, by reason or any claim or demand
against Consultant or otherwise in connection with the Services.
P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, and SP+ Suite 7700, 200 E. Randolph, Chicago, IL 60601 or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

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

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

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

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

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:
A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;
B. The definition of sexual harassment under State law;
C. A description of sexual harassment utilizing examples;
D. The Consultant's internal complaint process including penalties;
E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.
D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. Deleted by agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

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

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

By: 
Its: SUP

FEIN Number: 16-171179
Date: 1-19-16

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By: 
Acting Its: City Manager

Date: 11/11/16

Approved as to form:
W. Grant Farrar
Corporation Counsel
By: 

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EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated 1/1/2016 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 ("City") and SP Plus Corporation ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: January 1, 2016

II. COMPLETION DATE: December 31, 2017

III. FEES: FY2016 - $1,508,500.00 (1/1/2016 – 12/31/2016)

FY2017 - $1,490,925.00 (1/1/2017 – 12/31/2017)

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/Q #15-65 (Exhibit B) and Consultants Response to Proposal (Exhibit C) Dated: November 3, 2015 and Contract Exceptions Request (Exhibit D).
<table>
<thead>
<tr>
<th>Operating Statement For: SP+</th>
<th>Year 4 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues (estimated)</strong></td>
<td>Church</td>
</tr>
<tr>
<td>Daily Parking</td>
<td>$337,712</td>
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<tr>
<td>Monthly Parking</td>
<td>$563,356</td>
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<tr>
<td>Other Revenues</td>
<td>$36,431</td>
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<tr>
<td><strong>Total Gross Parking Revenues</strong></td>
<td>$937,499</td>
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<tr>
<td>Parking Tax – City of Evanston</td>
<td>($150,279.68)</td>
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<tr>
<td>Parking Tax – Cook County</td>
<td>($67,693.55)</td>
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<tr>
<td><strong>Total Parking Taxes Collected</strong></td>
<td>($217,973.23)</td>
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<tr>
<td><strong>TOTAL NET REVENUES</strong></td>
<td>$719,526</td>
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<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
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<tr>
<td><strong>Manpower Expenses</strong></td>
<td></td>
</tr>
<tr>
<td><strong>DIRECT PAYROLL EXPENSES:</strong></td>
<td></td>
</tr>
<tr>
<td>Payroll Wages &amp; Salaries</td>
<td>$114,189</td>
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<tr>
<td>Payroll Taxes</td>
<td>$9,643</td>
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<tr>
<td>Health &amp; Welfare</td>
<td>$49,707</td>
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<tr>
<td>Workers' Comp Insurances</td>
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<tr>
<td><strong>Uniforms</strong></td>
<td>$120</td>
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<tr>
<td><strong>Total Direct Payroll</strong></td>
<td>$179,438</td>
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<tr>
<td><strong>SUBCONTRACTED PAYROLLS:</strong></td>
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<tr>
<td>Security/traffic control</td>
<td>$169,219</td>
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<tr>
<td>Maintenance</td>
<td>$6,756</td>
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<tr>
<td><strong>Total Subcontracted Payroll</strong></td>
<td>$175,975</td>
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<tr>
<td><strong>TOTAL MANPOWER EXPENSES:</strong></td>
<td>$355,413</td>
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<td><strong>Other Expenses</strong></td>
<td>$91,151</td>
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<tr>
<td>Data Processing, Postage &amp; Accounting (Including CC fees)</td>
<td>$32,344</td>
</tr>
<tr>
<td>Spitter tickets &amp; printing</td>
<td>$5,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$3,167</td>
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<tr>
<td>Signage and traffic control supplies</td>
<td>$1,333</td>
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<tr>
<td>Janitorial – Maintenance Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>Mechanical Sweeper (Maple)</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Gator (Maple)</strong></td>
<td>$0</td>
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<tr>
<td>Maintenance Equipment</td>
<td>$460</td>
</tr>
<tr>
<td>a. Shoulder Vacuum (Sherman)</td>
<td>$0</td>
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<tr>
<td>b. APV walk behind sweeper (Church)</td>
<td>$0</td>
</tr>
<tr>
<td>c. 2 Snow Blowers (Church)</td>
<td>$0</td>
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<tr>
<td>Security Vehicle</td>
<td>$0</td>
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<tr>
<td>Liability Insurance</td>
<td>$16,632</td>
</tr>
<tr>
<td>Customer Claims &amp; Losses</td>
<td>$0</td>
</tr>
<tr>
<td>Minor Painting / Striping</td>
<td>$0</td>
</tr>
<tr>
<td>Snow Removal</td>
<td>$0</td>
</tr>
<tr>
<td>De-icing Chemicals</td>
<td>$0</td>
</tr>
<tr>
<td>Pay on Foot Stations (Collection/Replenishment)</td>
<td>$0</td>
</tr>
<tr>
<td>Power Washing</td>
<td>$29,333</td>
</tr>
<tr>
<td>Miscellaneous (Includes Remote Management Services)</td>
<td>$23,882</td>
</tr>
<tr>
<td><strong>Total Other Expenses</strong></td>
<td>$91,151</td>
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<tr>
<td><strong>TOTAL OPERATING EXPENSES:</strong></td>
<td>$446,564</td>
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<tr>
<td><strong>NET INCOME before Management Fee</strong></td>
<td>$272,862</td>
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<tr>
<td><strong>MANAGEMENT FEE</strong></td>
<td>$10,300</td>
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<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td>$262,562</td>
</tr>
</tbody>
</table>
Memorandum

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

From: Shanalee Gallagher, ICMA Management Fellow

Subject: Resolution 111-R-18, Authorizing a Lease Agreement with Evanston Development Cooperative

Date: December 4, 2018

Recommended Action:
Staff recommends City Council adoption of Resolution 111-R-18 authorizing the City Manager to negotiate the lease of office space with Evanston Development Cooperative (EDC) at the rate of $324.50 per month for 12 months beginning January 2, 2019 for 275 square feet of space on the third floor of the Civic Center, Suite 3601.

Livability Benefits
Built Environment: Enhance Public Space

Summary
Evanston Development Cooperative (EDC) builds community wealth in Evanston by recruiting and training residents to design and construct high-performing housing, to develop resilient neighborhoods, and to realize opportunities for education, ownership, and economic stability for all.

The lease and proposed rent is similar to that of the two existing Civic Center non-profit tenants, NW CASA and North Shore Senior Center. NW CASA was approved by the City Council last year to lease office spaces G101 & G102 on the ground floor at a rate of $550 per month for 272 square feet of space. North Shore Senior Center was approved in August for $511.50 per month for 142 square feet.

Attachments
Resolution 111-R-18
Draft Lease Agreement
A RESOLUTION

Authorizing the City Manager to Enter into a One-Year Lease Agreement for Office Space at the Lorraine H. Morton Civic Center

WHEREAS, the City of Evanston (“City”) owns certain real property, including the property commonly known as the Lorraine H. Morton Civic Center at 2100 Ridge Avenue, Evanston, Illinois; and

WHEREAS, the City leases space in the Civic Center to organizations and groups including Evanston Development Cooperative; and

WHEREAS, the City and Evanston Development Cooperative desire to enter into lease agreement for a twelve month term; and

WHEREAS, the City Council finds it to be in the best interest of the City to lease Civic Center office space to Evanston Development Cooperative,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease for twelve months for Room 3601 by and between the City and Evanston Development Cooperative in the Lorraine H. Morton Civic Center. The lease shall be for the following period: January 2, 2019 through January 2, 2020. The lease shall be in substantial conformity with the
lease marked as Exhibit 1, attached hereto and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the leases as may be determined to be in the best interests of the City.

**SECTION 3:** Resolution 111-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_____________________________________________________
Stephen H. Hagerty, Mayor

Attest: ________________________________  ________________________________
Devon Reid, City Clerk        Michelle L. Masoncup, Corporation Counsel

Adopted: ____________________________, 2018
EXHIBIT 1

LEASE AGREEMENT
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is by and between CITY OF EVANSTON, an Illinois municipal corporation and a home rule unit of the State of Illinois (the "Landlord") and EVANSTON DEVELOPMENT COOPERATIVE an Illinois cooperative organized under the laws of the State of Illinois ("Tenant") for a certain office space located on the third floor of the Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201.

In consideration of the rents, covenants and conditions hereafter set forth, the Landlord and Tenant hereby agree as follows:

1. BASIC LEASE PROVISIONS. In addition to the other terms which are elsewhere defined in this Lease, the following words and phrases, whenever used in this Lease, shall have the meanings set forth in this Section 1.

(a) Date of Lease: January 2, 2019

(b) Landlord: The City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

(c) Tenant: Evanston Development Cooperative (EDC)

(d) Premises: Third Floor, room 3601
(275 sq feet)
2100 Ridge Avenue
Evanston, Illinois 60201

(e) Possession Date: January 2, 2019

(f) Lease Term: January 2, 2019 - January 2, 2020

(g) Base Rent: $324.50/per month

(h) Renewal: Two one-year options to renew the lease agreement with written consent of both parties and tenant is not in default of the lease agreement.

(i) Delivery of Premises: Landlord will deliver the Premises to Tenant no later than the Possession Date in “broom-clean” state with all building systems functional and in good condition and repair, except as provided herein.

(j) Real Estate Taxes and Operating Expenses: Landlord will be responsible for the payment of the real
estate taxes and the costs of owning, operating, maintaining, and repairing the Building and Premises. The Landlord will not be responsible for maintaining or repairing Tenant improvements, fixtures and personal property within the Premises.

(k) Utilities: All utilities are included in rent. If applicable, the Tenant shall be responsible for any and all cell phone charges and television charges for use at the Premises. The Tenant is permitted to use the Landlord’s copy machine and will reimburse the Landlord for said use per month at the rate of $.10/per page.

(l) Permitted Use: Operation of an office space devoted to administrative duties of the EDC to provide affordable, sustainable housing by and for Evanston residents

(m) Security Deposit: No Deposit Required

(n) Hazard Insurance: Landlord to procure fire and hazard insurance on the Premises.

(o) Tenant Insurance: Tenant to carry commercial liability insurance and insure all equipment, and personal property, limits defined in Paragraph 7.

(p) Signage: Tenant may not affix permanent signage to the exterior or interior of the building.

(q) Improvements: Any and all work necessary to move Tenant into the Premises shall be at the sole cost and expense of Tenant. The Landlord will not be providing any office furniture or other items for use by the Tenant and all office furniture and equipment will be provided by Tenant.

2. PREMISES. Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease, take and rent from Landlord the Premises. The Landlord will cause the halls, corridors, and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted. Landlord will provide heat and air-conditioning for the Premises when required by outside temperature. Tenant shall comply with such rules and regulations of the City of Evanston for the necessary, proper, and orderly care of the building in which the Premises are located. All improvements made to the Premises will be contracted and paid for by the Tenant. In addition, all improvements must be performed by an insured contractor. The City shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Tenant or any other person that may occur during said construction. Tenant shall indemnify and hold Landlord harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys’ fees
and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to said construction of the improvements. The cost of all alterations and additions, if applicable, shall be borne by the Tenant and shall remain for the benefit of Landlord, for further detail regarding said improvements. The Tenant is granted access to the Premises Monday – Friday 7:30 a.m. to 10 p.m. and Saturday from 8:30 a.m. – 2:30 p.m. and no access on Sunday. The Tenant shall have use of the adjacent parking, common areas, loading dock access, within reason, and use of the bathroom facilities.

3. **PERMITTED USE.** The sole permitted use that Tenant shall use the Premises shall be for Operation of an office space devoted to administrative duties of the EDC to develop housing opportunities in construction options that provide affordable, sustainable housing by and for Evanston residents (the “Permitted Use”). Tenant shall not use the Premises for any other purpose except the Permitted Use without the prior written approval of Landlord. All applicable laws, ordinances, and City policies shall be observed by the Parties in and around the Premises. The City of Evanston Municipal Code provisions are herein incorporated by reference and made a part of this Lease.

4. **TERM.** The term of this Lease (the “Term”) shall be for a period commencing on January 2, 2019 (the “Possession Date”) and ending on January 2, 2020 (the “Expiration Date”). After the Lease is terminated, the Tenant shall leave the Premises in broom clean condition and shall turn over any and all keys to the City Manager or his or her designee. Subject to Section 8 herein, and excluding damage by fire or other casualty and action of Landlord, Tenant shall pay for any and all damage to the interior of the Premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing by the City. If the Tenant desires to renew the Lease for another term; the Tenant shall give Landlord sixty (60) days written notice of said intention to elect to exercise said option to renew for an additional year. Tenant is permitted to renew the Lease for two one-year options at the Base Rent specified in Paragraph 1(g).

5. **RENT.** Tenant agrees to pay Landlord or Landlord’s agent as rental for the Premises, the monthly Base Rent due under the terms of this Lease on the 1st day of each month. The first payment due under this Lease Agreement is due and payable on or before January 2, 2019 (“Rent Commencement”). Payments shall be made payable to: City of Evanston and mailed to: City of Evanston, Attn: Erika Storlie, 2100 Ridge Avenue, Evanston, IL 60201.

6. **TENANT IMPROVEMENTS.** Tenant shall construct all renovations pursuant to build out plans agreed to by Landlord and Tenant. The tenant improvements are the sole cost and expense of Tenant with no right of reimbursement by Landlord. Tenant will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenant’s carrier and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises in an amount of at least $1 million general aggregate coverage for any one accident, and $100,000.00 property damage.

7. **NO LIENS.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge to become, a lien or encumbrance or charge upon the Premises by any of Tenant’s creditors or resulting from leasehold improvements. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant’s contractor to work in the Premises shall be filed against the Premises, Tenant shall,
within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond or obtain title insurance over the same. If Tenant shall fail to cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings or obtain title insurance over the same, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien and any money reasonably paid by Landlord and all reasonable costs and expenses, including attorneys’ fees, reasonably incurred by Landlord in connection therewith, together with interest thereon at shall be paid by Tenant to Landlord within thirty (30) days following Tenant’s receipt of Landlord’s written demand. In the event Tenant diligently contests any such claim of lien, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all reasonable out of pocket costs, liability and damages, including attorneys’ fees resulting therefrom, and, if requested, upon demand, Tenant agrees to immediately deposit with Landlord cash or surety bond in form and with a company reasonably satisfactory to Landlord in an amount equal to the amount of such contested claim.

8. **TENANT INSURANCE OBLIGATIONS.** Tenant shall, at the time of signing the Lease and during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy in the amount of Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to the Premises, with provisions reasonably acceptable to Landlord, and the activities of Tenant in the Premises and which shall cover its fixtures and equipment within the Premises. The Tenant shall furnish copies of a Certificate of Insurance with the Landlord named as an additional insured with an insurance company acceptable to the Landlord. The Tenant shall furnish, when requested, a certified copy of the policy to the Landlord. An insurance company having less than an “A” Policyholder’s Rating by the Alfred M. Best Company will not be considered acceptable.

9. **PERSONAL PROPERTY AND WAIVER OF SUBROGATION.** Tenant shall be responsible for insuring all or its own personal property and equipment of Tenant, and equipment located on the Premises. Notwithstanding anything to the contrary contained herein, The Landlord and Tenant shall not be liable to the other for any loss or damage caused by water damage or any of the risks that are or could be covered by a standard all risk hazard insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party’s insurance carrier against the other party’s carrier arising out of any such loss.

10. **QUIET ENJOYMENT.** Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements on Tenant’s part to be performed, Tenant shall at all times during the Term have the quiet enjoyment and possession of the Premises.

11. **CERTAIN RIGHTS RESERVED TO LANDLORD.** In addition to those rights identified above, Landlord reserves the following rights:

(a) to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy if Tenant should permanently vacate the Premises during or prior to the last sixty (60) days of the Term or any part thereof;
(b) to retain pass keys to the Premises;

(c) to take any and all measures, including, without limitation, inspections, repairs, and alterations to all or any part of the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's Interests or as may be necessary or desirable in the operation of the commercial portions of the Premises; and

Landlord may enter upon the Premises with reasonable notice to tenant and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant’s use or possession and without being liable in any manner to Tenant. Landlord agrees that it shall not interfere with the Tenant's use and occupancy unless Landlord determines in its reasonable discretion that such interference is necessary.

12. **DEFAULT REMEDIES.**

(a) Any one of the following events shall be deemed to be an event of default hereunder by Tenant subject to Tenant's right to cure:

(1) Tenant shall fail to pay rent within five (5) days, at the time and place when and where due;

(2) Tenant shall fail to maintain the insurance coverage as set forth herein and cannot cure the default in ten (10) days;

(3) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease or Service Agreement, other than the payment of Rent, and shall not cure, or commence the good faith cure of any such failure, within thirty (30) days after written notice to the Tenant of such failure, provided that if such cure cannot be effected within 30 days, Tenant shall not be in default hereunder so long as Tenant commences such cure or has requested bids for such cure within 45 days and diligently pursues the completion and in good faith and Tenant does subsequently cure said default within 60 days; and

(4) Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting, or fail timely to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of it’s properties.

(b) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants right to cure:
(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, by force, if necessary, without being liable to prosecution or any claim for damage hereof; and Tenant agrees to Indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise. In the event of such termination, Landlord may, at its option, declare the entire amount of the Rent which would become due and payable during the remainder of the Term to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all Rent theretofore due, provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the Term.

(2) Landlord may recover from Tenant upon demand all of Landlord's costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant's obligations hereunder, subject to Landlord prevailing on its claims.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

13. INDEMNITY. Tenant agrees that the mayor, department and divisions officials, officers, agents, attorneys, and employees of the Landlord shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Tenant or any other person. Tenant shall indemnify and hold Landlord harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Tenant's negligence, gross negligence, or acts of intentional misconduct. In the event that Tenant is named as a defendant in any legal proceeding arising from any acts of gross negligence or intentionally wrongful acts of Landlord for any injury or any claimed damage occurring at the Premises, then Landlord shall indemnify and hold Tenant harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury provided that a) Landlord is named as a defendant in the legal proceeding; b) the claim arises from acts of gross negligence or intentional misconduct by the Landlord; c) Tenant's own negligent act or intentional misconduct; and d) the claim is unrelated to Tenant's use and occupancy of the Premises, subject to Section 8 herein.

14. LIABILITY FOR ACTS OR NEGLECT. Subject to Section 8 hereof, and excluding damage by fire or casualty, if any damage to the Premises, or any part thereof, results from any act or neglect of Tenant or its invitees or other guests, agents, customers, invitees or other guests of it's customers, or employees, independent contractors, or the like, Tenant shall immediately repair the same; provided, however, that Landlord may, at its option, repair such damage and
Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. All personal property belonging to Tenant shall be at the sole risk of the Tenant and such other person only and the Landlord shall not be liable for damage, theft or misappropriation thereof.

15. DESTRUCTION OR DAMAGE. In the event of destruction of or damage to, the Premises by fire or other casualty, Landlord shall use the proceeds of its insurance to promptly rebuild and restore the Premises to their condition immediately prior to such destruction or damage. Landlord shall rebuild and restore the Premises to the condition of the Premises that existed on the Possession Date. In the event that the proceeds have been applied to indebtedness secured by any mortgage on the Premises, or are otherwise unavailable or the proceeds of insurance are not sufficient to pay for the cost of rebuilding or restoration, and Landlord elects not to make an equivalent amount of funds available to rebuild and restore the Premises, then Landlord or Tenant may terminate this Lease and the Parties rights hereunder and the Parties shall be released of its obligations and this Lease shall cease and terminate as of the date the other Party receives written notice of such election, and neither party hereto shall have any further obligation to the other.

16. CONDEMNATION.

(a) If the whole or any part of the demised Premises shall be taken by any public authority under the power of eminent domain, the Lease term shall cease as of the day of possession shall be taken by such authority if such is of the entire demised Premises and any rents shall be prorated as of said date. If the entire premises are not taken, but such taking is more than 20% of the Premises the Tenant shall have the option to terminate this lease. If the taking is less then 20% and such taking would cost the tenant monies to reconfigure/ restructure the business premises or make it not practical to continue said business, tenant shall have the option to terminate the lease upon 30 days written notice to Landlord.

(b) All compensation awarded for any taking under the power of eminent domain, whether in whole or in part of the demised premises shall be the property of the landlord, however, the landlord shall not be entitled to any award made expressly to the tenant for the taking of the tenant's business value, furniture, fixtures or leasehold improvements (exclusive of the Landlord's contributions).

17. ATTORNEYS' FEES AND EXPENSES. If at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, each party to pay its own attorneys fees and costs.

18. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall
constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

19. **TIME.** Time is of the essence of this Lease, and of each term, condition and provision hereof.

20. **HOLDING OVER.** Upon termination of this Lease, by lapse of time or otherwise, Tenant shall surrender the Premises (and all keys thereto) in the same condition as at commencement of the Term, excepting only reasonable wear and tear and loss by insured casualty. If Tenant remains in possession after expiration of the Term, Tenant agrees to yield up immediate and peaceable possession to Landlord, and if failing to do so, in connection with the expiration of the Term or any termination hereof by the Parties, the Tenant shall pay the sum of one hundred fifty and no/100 Dollars ($150.00) per day, for the time such possession is withheld. The Landlord or its legal representative at any time after the expiration of the Term, without notice, to re-enter the Premises, and to expel, remove and put the Tenant or any person(s) occupying the said Premises, using such force as may be necessary, and to repossess and enjoy the Premises against as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants; or in cases the said Premises shall be abandoned, deserted, or vacated and remain unoccupied five days consecutively, the Tenant hereby authorizes and requests the Landlord to re-enter the Premises and remove all property found therein, regardless of ownership, place them in some regular storage warehouse or other suitable storage, at Tenant’s expense, for no more than forty-five days, and to proceed to re-rent the Premises at the Landlord’s option and discretion and apply all money so received after paying the expenses of removal toward the rent accruing under this Lease. This request shall not be construed as requiring compliance therewith on the part of the Landlord. If the Tenant shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five (5) business days after the day whenon the same should be paid, the Landlord by reason thereof shall be authorized to declare the term ended and the Tenant hereby agrees that the Landlord, its agents or assigns may begin suit for possession and/or rent. In the event of re-entry and removal of the articles found on the Premises and personally owned by Tenant or others, the Tenant hereby authorizes and requests the Landlord to sell the same at public or private sale within fifteen (15) days after storage time period provided above. The proceeds of said sale shall be applied to the expenses of storage, removal, sale expenses and back due rent.

21. **ASSIGNMENT AND SUBLETTING.** This Lease shall bind and inure to the benefit of each of the parties, their respective heirs, successors, and assigns; provided however, that Tenant shall not assign its interest under this lease or sublet all or any portion of the Premises without first obtaining Landlord's prior written consent in writing, which consent will not be unreasonably withheld. No assignment or sublease shall relieve Tenant of its obligation to pay rent or perform other obligations required by this lease unless Landlord agrees in writing at the time the assignment is made, and no consent to one assignment or subletting shall be consent to any further assignment or subletting. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease or sublet the Premises to any parent, subsidiary, or affiliate of Tenant, including any successor to Tenant by merger.

22. **SEVERABILITY.** If any term, covenant or condition of this Lease or the application
thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Lease nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. GOVERNING LAW AND TIME LIMITATION. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of the provisions of this Lease shall be resolved exclusively by the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose.

25. NOTICES. Notices sent to the Landlord, should be mailed to the address set forth in Paragraph 1(b) of this Lease and notice to the Tenant should be mailed to the address set forth in Paragraph 1(c) of this Lease. A mailed notice is must be sent via certified mail, return receipt requested and effective three (3) business days after deposit in the U.S. Mail. Notice given by overnight courier is effective upon delivery.

26. REPRESENTATIONS OF LANDLORD. Landlord hereby represents to Tenant that: (a) Landlord is the owner of the Premises and no mortgage or similar instrument affects the Premises; and (b) to the Landlord’s knowledge, the Premises may lawfully be used for the Permitted Use under applicable laws.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Lease to be fully executed as of the date that the City executes this Agreement.

City of Evanston, a home rule unit of local government located in Cook County, Illinois

By: ________________________________

Wally Bobkiewicz, City Manager

Date: _________________________, 2018

Evanston Development Cooperative

By: ________________________________

Name: Dick Co

Its: President and Co-founder
Memorandum

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

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

Subject: Resolution 107-R-18, Eight-Month Lease Renewal with Mudlark Theatre at Noyes Cultural Arts Center

Date: December 10, 2018

Recommended Action:
Staff recommends City Council approval of Resolution 107-R-18 authorizing the City Manager to enter into an agreement for eight (8)-month renewal lease terms with Mudlark Theatre for space at the Noyes Cultural Arts Center.

Funding Source:
Revenues are deposited into the Noyes Cultural Arts Business Unit 100.30.3710.53565

Livability Benefits:
Education, Arts & Community: Incorporate arts and cultural resources
   Support social and cultural diversity

Summary:
The studio lease renewals are for an eight (8) month term (01/01/2019-01/31/2019, 03/01/2019-05/31/2019, & 09/01/2019-12/31/2019). Fees include a two percent (2%) rental rate increase from 2018 rates.

<table>
<thead>
<tr>
<th>Tenant Name</th>
<th>Leased Space</th>
<th>Monthly Rent rate</th>
<th>Annual Total Rent (8 mo)</th>
<th>Community Engagement</th>
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<tr>
<td>Mudlark Theatre</td>
<td>NoyesTheatre</td>
<td>$3,183.62</td>
<td>$25,468.96</td>
<td>$3,820.34</td>
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Attachments:
Resolution 107-R-18 with Studio Master Lease and fee chart
A RESOLUTION

Authorizing the City Manager to Enter into an Eight Month Lease Agreement for the Noyes Street Theater at the Noyes Cultural Arts Center

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease for eight cumulative months for the Noyes Street Theater by and between the City and the Mudlark Theater in the Noyes Cultural Arts Center. The lease shall be for the following periods: January 1, 2019 through January 31, 2019; March 1, 2019 through May 31, 2019; and September 1, 2019 through December 31, 2019. The lease shall be in substantial conformity with the lease marked as Exhibit 1, attached hereto and incorporated herein by reference.

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

SECTION 3: Resolution 107-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Attest:

______________________________
Devon Reid, City Clerk

Adopted: _____________________, 2018

Stephen H. Hagerty, Mayor

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT 1
LEASE AGREEMENT
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 927 NOYES STREET,
EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

«TENANT», TENANT
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<th>Title</th>
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This Lease Agreement (the “Agreement” or “Lease”) shall take effect as of the date of execution of the Agreement by the City (the “Effective Date”). This Lease is by and between The City of Evanston, an Illinois home rule municipality and owner of subject Property (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, “Landlord”, and «Tenant», «Tenant_Description_» (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenants spaces «Leased_Spaces», located on the «Leased_Space_Location» floor of the property with a street address of 927 Noyes Street, Evanston, Illinois 60201 (the “Premises”), situated within the Landlord’s 3-story building located at the same common address and legally described on Exhibit A (the “Property”) and commonly known as the Noyes Cultural Arts Center (“NCAC”).

The Property has various uses including artist workshops, resident young adult summer camp classes, art exhibits, and many other uses. The term “Common Facilities” as used in this Agreement will include those areas and facilities within the Property (outside of the Premises) for the nonexclusive use of Tenants in common with other authorized users, and includes, but is not limited to, sidewalks, parking area, planted areas (excluding the adjoining park area), common area restrooms and open means of ingress and egress. Tenants will have the nonexclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

The term of this Agreement will be for one year, January 1, 2019 – December 31, 2019 (the “Term”). Tenants must provide Landlord with 90 days’ notice to request a renewal of the Agreement for the Premises. Landlord, in its sole discretion, may decide that a Renewal Term is not necessary and in the best interests of the City. Renewal of the Agreement must be authorized by written consent of the Parties and must be authorized by the City Council.

SECTION 3. RENT

A. RATE: Tenants agree to pay Landlord an annual rental payment (the “Rent”) in accordance with the following schedule:

1. For the period of January 1st – December 31st (twelve months), the Rent rate is $«Rent_rate» per month, for total Rent of $«Total_Rent» for the twelve months.

B. PAYMENTS. The Rent outlined in Section 3[A][1] above shall be paid in accordance with said Section.

C. Any and all Rent PAYMENTS under this Lease shall be mailed to:

City of Evanston
Parks, Recreation, and Community Services Department
2100 Ridge Avenue, First Floor
Evanston, IL 60201
D. PROPERTY FEES SCHEDULE: Attached as Exhibit B is a schedule of fees for all tenants of the Property, if applicable, including Tenant ("NCAC Property Fees"). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenants, the NCAC Property Fees are to be paid by Tenants regardless of the applicable rental rate specified in Section 3 [A]. Tenants acknowledges that they will reimburse the City for use of the Common Facilities (as specified on Exhibit B) after the standard business hours set by the City and the Association, which hours shall not be less than the following hours throughout the Term (including any Extended Term): 8:00 a.m. – 11:00 p.m. Monday – Friday; 8:30 a.m. – 11:00 p.m. on Saturday; and 10 a.m. – 6:00 p.m. on Sunday (the “Business Hours”).

E. SURCHARGE:

1. Tenant acknowledges and agrees that all non-Evanston residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon termination by Lessee or the Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this Lease.

2. Monthly rental charges assessed to Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between the Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee are in addition to the full obligation assessed to Lessee. Therefore, the Community Engagement obligations assessed to Lessee will not decrease as a result of a sublease.

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenants acknowledge that they have leased the Premises for many years and receive the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledge that the Landlord has made no representations to the condition or has made any repairs to same. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises or Property. Landlord shall, when necessary, as determined by Landlord, in its reasonable discretion or when required by applicable laws, perform, repair and maintain all of the following:

1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;
3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively);

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively);

5. Fire and life safety systems and fire alarm systems, including inspections thereof (including the portions of such systems serving the Premises exclusively);

6. Hallways, stair rails, and related elements, and restrooms and other Common Facilities, including the parking lot serving the Property;

7. Snow and ice removal, including salting, from front walkway of Premises and parking spaces in front of the Property within 48 hours of any snow event with accumulation of an 1 inch or more; and

8. Change light bulbs, ballasts and tubes in any fluorescent or comparable light fixtures in the Premises. Notwithstanding the foregoing, Tenant will change light bulbs, ballasts and tubes which are considered specialty lighting and related to performance activities.

9. Maintain the HVAC units in the Premises, the HVAC units are the property of the Landlord and shall remain in the Premises at the end of the Term.

B. MAINTENANCE BY TENANTS:

1. Interior non-structural Premises maintenance and all fixtures and property within the Premises other than (a) utility, HVAC or fire/life safety facilities and systems and (b) any items Landlord is required to maintain pursuant to Section 4[A];

2. All refuse from Premises to be placed in appropriate containers and Tenants cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;

3. The Tenants will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenants will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenants shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours (as defined in Section 3[E]) at the Tenant’s request.

4. Tenants will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4[A]), in good repair. Tenants shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other NCAC tenant’s personal property or leased area attributable to Tenant’s negligence or intentional misconduct, subject to Section 12[E]. All such damage must be reported in writing to the Director of Parks,
5. Repairs by Tenants must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenants fail to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenants agree to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenants will use the Premises to operate a Tenant_Specific_Use_of_Premises, and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”). If Tenants endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended. The City agrees to cause such license to be granted if Tenants meets applicable requirements.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenants shall have the right to conduct their business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenants’ staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don’t reduce the square footage of the Premises and don’t materially affect Tenants’ use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such
repairs, alterations, improvements or additions to the Premises or the NCAC, as the Landlord may deem necessary or desirable. Tenants will not cease any Rent payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenants, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at a Tenant’s request or if the repairs are necessitated by a Tenant’s actions, then the Tenants may not cease any rent for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If a Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor's agents shall accord reasonable care to Tenants’ property), and without in any manner affecting the obligations and covenants of this Lease.

3. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenants therefore, to change the arrangement and/or location of Common Facilities, including entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close Common Facilities (as and when reasonably necessary for Landlord to perform its obligations hereunder or exercise its rights or as necessary due to Force Majeure), including entrances, doors, corridors or other facilities. The Landlord shall not be liable to the Tenants for any expense, injury, loss or damage resulting from work done by persons other than the Landlord in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

C. LOCKING OF PREMISES: All doors to the Premises must be kept locked at all times except during the Business Hours (as defined in Section 3[E]). Tenants shall not open the door to anyone in the late hours. The door may not be propped open for any reason. During normal Business Hours (as defined in Section 3[E]) for the Property, patrons and users of the Property shall have access to the Common Facilities. Tenants shall not have use of Common Facilities after the Business Hours (as defined in Section 3[E]) unless Tenant pays the Facilities Fee (as specified in Exhibit B) for keeping the Property and the Common Facilities open.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenants agree that they will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the premises
without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenants will not permit the Premises to be used in any manner that will impair the structural strength of the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

F. GARBAGE DISPOSAL: The Tenants will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

G. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenants will observe and comply with all laws, ordinances and regulations of public authorities. Tenants acknowledge that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenants will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenants or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

I. PARKING REGULATIONS: The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the “Property Parking Lot”). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit B and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis and are not returnable with the exception of permits which are transferred. There will be a $25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Monthly and annual parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenants or their authorized designee(s), and by an NCAC staff member before parking permits can be purchased. Temporary one-day parking permits are available for individuals attending special functions at the NCAC, and for visitors and others using the NCAC, who are pre-
approved by the Director of Parks, Recreation and Community Services or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes or to attendees of performances. Tenants understand, and will inform their staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired driver’s license. Landlord will maintain the current parking lot serving the Property as a parking lot throughout the term of this Lease.

SECTION 6. SIGNS

Tenants may apply for signage (temporary and permanent signage) for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenants. Tenants acknowledge that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenants agree to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenants shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenants must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold its consent to a reasonably sized sign over the new entrance to the Premises.

SECTION 7. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

Except as provided by Illinois law and except to the extent arising from the negligence or intentional misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenants for any damage or injury to Tenants or Tenants’ property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-sput or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenants. Notwithstanding the foregoing, if any portion of the Premises unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage.

SECTION 8. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

A. USE OF PARTIALLY DAMAGED PREMISES: On damage or destruction by a casualty to the Premises, Tenants will continue to use them for the operation of its business to the extent practicable
B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES:
Either Party will have the right to terminate this Agreement if, the Premises is damaged by a casualty to an extent exceeding two-thirds of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be affected by written notice to the other Party, delivered within 90 days of the damage.

C. REPAIRS BY LANDLORD: If the Premises are damaged by a casualty before or after the start of the Agreement, then Landlord will immediately, on receipt of insurance proceeds paid in connection with casualty damage, but no later than sixty days after damage has occurred, proceed to repair the Property. Repairs will include any improvements made by Landlord or by Tenants with Landlord’s consent, on the same plan and design as existed immediately before the damage occurred, subject to those delays reasonably attributable to governmental restrictions or failure to obtain materials, labor or other causes, whether similar or dissimilar, beyond the control of Landlord. Materials used in repair will be as nearly like original materials as reasonably procured in regular channels of supply. Wherever cause beyond the power of the party affected causes delay, the period of delay will be added to the period in this lease for completion of the work, reconstruction or replacement.

D. REDUCTION OF RENT DURING REPAIRS: If a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. No rent will be payable while the Premises is wholly unoccupied pending the repair of casualty damage.

E. FIRE AND CASUALTY. If the Premises are entirely destroyed by fire or another act of God, and Landlord elects to not rebuild the Premises, then this Agreement shall be terminated effective as of the date of the casualty.

SECTION 9. REPAIRS AND MAINTENANCE

Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenants shall keep the interior, non-structural portions of the Premises in a clean condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Tenants’ own expense, and shall yield the same back to Landlord, upon the termination of this Agreement, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenants, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenants, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenants agree to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenants shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.
Tenants will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.

SECTION 10. UTILITIES

Landlord agrees to pay before delinquency all charges for gas, water, heat, electricity, power and other similar charges incurred by Landlord or Tenants with respect to the Premises or the Property during the Term of this Agreement and Tenants’ occupancy of the Premises.

SECTION 11. TAXES

If applicable, Tenants will pay before delinquency all taxes levied on Tenants’ fixtures, equipment and personal property on the demised Premises, whether or not affixed to the real property. Landlord will pay all real estate taxes for the Property.

SECTION 12. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies. Only companies with an “A” Policyholder’s Rating with the Alfred Best Company will be acceptable.

B. TENANT TO OBTAIN LIABILITY INSURANCE: Tenants agree that they will, at their expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenants against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $100,000.00 property damage. Tenants will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenants’ carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Annually, Tenant shall provide copies of the insurance policy and all endorsements thereto to Landlord. Tenant shall send the policy to the Law Department on or before January 1st of every year this Lease is in effect. If the Tenant fails to comply with this requirement, that shall constitute a default by Tenant.

C. TENANTS TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenants agree to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANTS TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenants agree to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by the Landlord of at least 90% of the insurable replacement value of all trade fixtures and personal property.

E. LANDLORD TO OBTAIN FIRE INSURANCE ON PREMISES: Landlord agrees to maintain during this Agreement, a policy of property insurance covering any peril generally included in the classification ISO Causes of Loss – Special Form (a “Special Form Policy”) and covering at least 80% of the full replacement cost of the Premises and Property (or Landlord may self-insure for such coverage). If permitted without additional charge, Landlord will cause to
be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy, regardless if the same is maintained by the City.

F. TENANTS’ WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenants agree to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

G. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

H. TENANTS’ FAILURE TO INSURE: Should Tenants fail to keep in effect and pay for insurance as required by this section, the Landlord may terminate this Lease immediately.

SECTION 13. SUBLETTING; ASSIGNMENT

The Tenants shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of eighty nine (89) days or less in conformance with the original use stated in Section 5[A] and Tenants do not need the Lessor’s consent. If the Tenants seek to sublet a portion of the Premises to a Sub-Tenant for a period of time ninety (90) days or more, then the Tenants must have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenants shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created less the reasonable rental value (as defined in Section 17[G] below) of the Premises as liquidated damages. At Landlord’s option, should Landlord consent to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

Tenants will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenants, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenants. On vacating, Tenants will leave the Premises clear of all rubbish and debris. If Tenants retain possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenants that
such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenants shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenants. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 15. INDEMNIFICATION AND LIENS

A. LIENS AND ENCUMBRANCES: The Tenants will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenants on the Premises. Tenant wills, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenants contest any lien so filed in good faith and pursues an active defense of said lien, Tenants shall not be in default of this paragraph. However, in the event of any final judgment against Tenants regarding such lien, Tenants agree to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenants fail to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenants either by a court of competent jurisdiction or by arbitration and Tenants still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenants on demand, together with interest at the rate of __10__% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenants.

C. INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenants shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct, or (ii) any negligence or willful misconduct of Tenants, or their agents, employees or contractors.

D. INDEMNIFICATION OF TENANTS. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenants, or its agents, employees or contractors, or by the breach of this Lease by Tenants, Landlord shall protect, defend, indemnify and save Tenants and their officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Common Facilities, which is not the result of Tenants’ negligence, or willful misconduct or (ii) any negligence or willful misconduct of Landlord, or its agents, employees or contractors.

SECTION 16. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenants shall allow Landlord or any person authorized by Landlord reasonable access to the Premises during the Business Hours (as defined in Section 3[E]) for the purpose of
examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord
may see fit to make (provided that Landlord cannot make voluntary alterations or modifications
to the Premises without Tenant’s consent). If the Tenants do not exercise the Option to renew
the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will
also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or
“For Rent” and Tenants will not interfere with the same.

SECTION 17. DEFAULT AND REMEDIES

A. EVENT OF DEFAULT: Any one of the following events shall be deemed to be
an event of default hereunder by Tenants subject to Tenants’ right to cure:

1. Tenants shall fail to pay any item of Base Rent at the time and place
when and where due and does not cure such failure within five (5) business days after
Rent is due;

2. Tenants shall fail to maintain the insurance coverage as set forth herein;

3. Tenants shall fail to comply with any term, provision, condition or
covenant of this Lease, other than the payment of rent, and shall not cure, any such
failure, within fifteen (15) days after written notice to the Tenants of such failure;

4. Tenants shall make a general assignment the benefit of creditors, or shall
admit in writing its inability to pay its debts as they become due or shall file a petition in
bankruptcy; or

B. OCCURRENCE OF AN EVENT: Upon the occurrence of any event of default,
Landlord shall have the option to pursue any one or more of the following remedies subject to
the laws of the State of Illinois and the Tenants’ right to cure:

1. Terminate this Lease, in which event Tenants shall immediately surrender
the Premises to Landlord, but if Tenants fail to do so, Landlord may, without further
notice and without prejudice to any other remedy Landlord may have for possession or
arrearages in rent, or damages for breach of contract, enter upon the Premises and
expel or remove and with or without notice of such election or any notice or demand
whatsoever, this Agreement shall thereupon terminate and upon the termination of
Tenants’ right of possession, as aforesaid, whether this Agreement be terminated or not,
Tenants agree to surrender possession of the Premises immediately, without the receipt
of any demand for rent, notice to quit or demand for possession of the Premises
whatsoever and hereby grants to Landlord full and free license to enter into and upon
the Premises or any part thereof, to take possession thereof with or (to the extent
permitted by law) without process of law, and to expel and to remove Tenants or any
other person who may be occupying the Premises or any part thereof, and Landlord may
use such force in and about expelling and removing Tenants and other persons as may
reasonably be necessary, and Landlord may re-possess itself of the Premises, but such
entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor
shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant,
agreement or promise in this Agreement contained to be performed by Tenants.
Tenants agree to indemnify Landlord for all loss and damage which Landlord may suffer
by reason of such lease termination, whether through inability to re-let the Premises, or
through decrease in Rent, or otherwise.
2. Landlord may recover from Tenants upon demand all of Landlord’s costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenants’ obligations hereunder, subject to Landlord prevailing on its claims.

3. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD’S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by the Landlord to the Tenants. The Landlord may terminate this Agreement if the Tenants remain in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenants, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord’s rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

D. TENANTS’ OBLIGATION TO PAY DEFICIENCIES: If rentals received by the Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenants will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

E. LANDLORD’S RIGHT TO PERFORM TENANTS’ DUTIES AT TENANTS’ COST: If in Landlord’s judgment any default by Tenants will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenants’ default and Tenants will reimburse Landlord, with interest, on 10-days’ notice by Landlord to Tenants.

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenants as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenants and may take possession of the Premises by legal proceedings.

G. LANDLORD’S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED: If this Agreement is terminated by Landlord due to any event of default by Tenants, Landlord will be entitled to recover from Tenants, at termination, the excess, if any, of the rent reserved in this Agreement for the balance of the term over the reasonable rental value of the Premises for the same period. The “reasonable rental value” will be the amount of rental Landlord can obtain as rent for the balance of the term.

H. LANDLORD’S REMEDIES CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are cumulative, and the exercise of one remedy by the Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenants in seeking either to enforce Tenants’ obligations under this Agreement or to satisfy a judgment for Tenants’ failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenants’ obligations under this Agreement.
SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenants acknowledge and agree that it has the right to be a member of the Noyes Center Tenant’s Association (the “Association”) formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community engagement of tenants as needed and make recommendations to the City for any additions or changes; (c) Review any subleases of tenants of ninety (90) days duration or more; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Together with the Evanston Arts Council, review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenants will develop reasonable set programs (e.g. donated tickets for certain events, community theater events [including use of theater or other portions of the Premises by other not-for-profit organizations, and scholarships) to be a steward for the arts in the community. By April 1, 2019, the Tenants will have an action plan developed to address its community engagement program and review its proposed program in consultation with the City Manager and the NCAC Association. If Tenants do not provide an action plan within the time period provided or provide the community engagement programs established between the parties, the Landlord shall send written notice of default, providing Tenants with fourteen (14) days to cure the default. The annual value of the Community Engagement provided by Tenants shall be not less than $«Minimum_Community_Engagement_Amount» for the period between January 1, 2019 through December 31, 2019 (“Minimum Community Engagement”). For purposes of calculating the Minimum Community Engagement annual value, each hour of service, inclusive of preparation time, is valued at forty dollars ($40.00) per hour. Additionally, the Minimum Community Engagement annual value may include the fair market value of goods and/or supplies provided in furtherance of the Tenant’s community engagement obligation. Any overage provided by Tenants above the Minimum Community Engagement level for either of the prior two (2) years can be applied as a credit to any deficiency for the current calendar year. If Tenants do not provide the Community Engagement by December 31, 2019 as required and does not cure the default within 15 days of written notice, then Tenants shall pay Landlord a fee equal to 15% of the twelve month’s rent outlined Section 3[A] ($«Insert_15_of_12_months_rent») less the value of the Community Engagement provided during the calendar year.

SECTION 19. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenants and Tenants fail to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and attorney’s fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any
amount advanced on behalf of Tenants shall be paid to Landlord by Tenants within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two immediately preceding years).

SECTION 20. REMEDIES NOT EXCLUSIVE

The obligation of Tenants to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenants' right to possession of the Premises. The Landlord may collect and receive any rent due from Tenants and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

SECTION 21. EXPENSES OF ENFORCEMENT

Tenants, if Landlord is the prevailing party, shall pay upon demand all Landlord's costs, charges and expenses, including attorney's fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenants under this Agreement, or in any litigation, negotiation or transaction in which Landlord shall, without Landlord's fault become involved through or on account of any action or omission of Tenants regarding this Agreement.

Landlord, if Tenants are the prevailing party, shall pay upon demand all Tenants' costs, charges and expenses, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenants' fault become involved through or on account of any action or omission of Landlord regarding this Agreement.

SECTION 22. EMINENT DOMAIN

A. MORE THAN 30 PERCENT TAKEN: If 30 percent or more of the Premises are taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

B. LESS THAN 30 PERCENT TAKEN: If the taking affects less than 30 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair the Premises and place them in tenantable condition within 120 days after the date of the actual physical taking. However, if 25% percent or more of the Premises as a whole is taken, the Landlord may elect to terminate this Agreement, notwithstanding that less than 30 percent of the Premises were taken. On termination, the parties will be released from all further liability under this Agreement.

C. ABATEMENT OF RENT: During any repair, Tenants will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum
monthly rental will be adjusted in proportion to the repaired area, and Tenants will be required to pay the adjusted fixed minimum monthly rental in accordance with this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.

**D. RIGHT TO CONDEMNATION AWARD:** Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

**SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION**

Except as expressly set forth in Section 25, Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

**SECTION 24. PEACEFUL ENJOYMENT**

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenants, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

**SECTION 25. EFFECT OF WAIVER OF BREACH OF COVENANTS**

No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

**SECTION 26. AMENDMENTS TO BE IN WRITING**

This Agreement may be modified or amended only in writing signed by Landlord and Tenants. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenants.

**SECTION 27. PARTIES BOUND**

Every provision of this Agreement will bind the parties and their legal representatives. The term “legal representatives” is used in its broadest meaning and includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant’s successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.
SECTION 28. NOTICES

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to the City: with a copy to:

City Manager  Corporation Counsel
2100 Ridge Avenue  2100 Ridge Avenue
Evanston, IL 60201  Evanston, IL 60201
Fax: 847-448-8083  Fax: 847-448-8093

If to Tenants:

«Tenant»  «Tenant»
927 Noyes Street  «Tenants_address»
Evanston, IL 60201  «Tenants_address_City»

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenants are avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall then be deemed effective 5 days after such posting.

SECTION 29. MISCELLANEOUS

A. Provisions typed on this Agreement and all riders attached to this Agreement and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.
F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.

SECTION 30. VENUE AND JURISDICTION

The Parties agree the this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

SECTION 31. FORCE MAJEURE

Other than for Landlord’s and Tenants obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("Force Majeure"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Property, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party’s control. For purposes of this Section 31, a cause or event shall not be deemed to be beyond a party’s control, if it is within the control of such party's agents, employees or contractors.
IN WITNESS WHEREOF, both of said Landlord and Tenants caused this Agreement to be executed as of the date signed by the Landlord.

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: _________________________________ Date: ______________________

Its: City Manager, Wally Bobkiewicz

Tenant:

«Tenant», «Tenant_Description_»

By: _________________________________

Its: _________________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

BLOCK 1 IN TAIT’S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO
Evanston, a subdivision of that part east of the Center Line of Ridge
Avenue of the South ½ of the North ½ of the South West ¼, and that
part between the West Line of Block 92 of the Village of Evanston and
the Chicago, Evanston and Lake Superior Railroad of the North ½ of the
North ½ of the South West ¼ of Section 07, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF BLOCK 4 OF
ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT’S
SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417,
TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12
IN BLOCK 2 IN TAIT’S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST ¼ OF
SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS’ ADDITION TO EVANSTON, A
SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING
WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S
DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF
LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST
¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS’
ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION
RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE
VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE
WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE
VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2,
AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07,
TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THEN CONTINUE NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION, AFORESAID; THEN CONTINUE WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR’S DIVISION, AFORESAID); THEN CONTINUE SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN: 11-07-114-027-0000
EXHIBIT B

NOYES CULTURAL ARTS CENTER PROPERTY FEES SCHEDULE
<table>
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<tr>
<th>FY 2019</th>
<th>FEE</th>
<th>DESCRIPTION</th>
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<tr>
<td>A/C &amp; AIR HANDLING UNITS</td>
<td>$93.73</td>
<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
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<td>$125.66</td>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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<td>$156.56</td>
<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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<td>$186.43</td>
<td>Monthly fee for studios over 2,000 sq. ft.</td>
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<td>KEYS</td>
<td>$5.00</td>
<td>First two (2) keys to all Leased spaces with a Lessor installed lock included</td>
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<td>NOYES GALLERIES</td>
<td>$50.00</td>
<td>Hourly rate for residents, 60201 &amp; 60202</td>
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<td>$100.00</td>
<td>Hourly rate for non-residents</td>
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<tr>
<td>PARKING - LOT #51</td>
<td>$32.00</td>
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<td>$352.00</td>
<td>Yearly fee for each permit, must be paid in full</td>
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<td>$30.00</td>
<td>Bundle Pack (6) Daily Permits</td>
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<td>STAFF &amp; UTILITY FEE</td>
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<td>Additional Hourly rate for all users if Bldg. is occupied other than normal Bldg. hours.</td>
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<td>STUDIO #106*</td>
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<td>Tenant rate/hourly for activities relative to lease</td>
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<td>$50.00</td>
<td>Evanston Resident Rates, 60201 &amp; 60202</td>
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<td>$60.00</td>
<td>Non-Resident Rates</td>
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<td>SQUARE FOOT RATE</td>
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<td></td>
<td>$14.71</td>
<td>2nd Floor</td>
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**OBSERVED HOLIDAYS 2019**

- New Year's Day, Tuesday January 1, 2019
- New Year's Day Observed, Wednesday January 2, 2019
- Dr. Martin Luther King, Jr.'s Birthday, Monday January 21, 2019
- Memorial Day, Monday May 27, 2019
- Fourth of July, Thursday July 4, 2019
- Labor Day, Monday, September 2, 2019
- Wednesday, November 27, 2019, building closes at 3:00pm
- Thanksgiving Day, Thursday, November 28, 2019
- Friday After Thanksgiving, Friday, November 29, 2019
- Christmas Eve, Tuesday December 24, 2019
- Christmas Day, Wednesday December 25, 2019
- New Year's Eve, Tuesday December 31, 2019 close at 3:00pm
- New Year's Day, Wednesday January 1, 2020

LESSEE: ___________

DATE: ___________

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Memorandum

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

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

Subject: Resolution 108-R-18, Nine-Month Lease with Evanston Children’s Choir for Studio Space at Noyes Cultural Arts Center

Date: December 10, 2018

Recommended Action:
Staff recommends City Council approval of Resolution 108-R-18 authorizing the City Manager to enter into an agreement for a nine (9)-month renewal lease with Evanston Children’s Choir for studio space at the Noyes Cultural Arts Center.

Funding Source:
Revenues are deposited into the Noyes Cultural Arts Business Unit 100.30.3710.53565

Livability Benefits:
Education, Arts & Community: Incorporate arts and cultural resources
                     Support social and cultural diversity

Summary:
The studio lease renewals are for an nine (9) month term (01/01/2019-05/31/2019 & 09/01/2019-12/31/2019). Fees include a two percent (2%) rental rate increase from 2018 rates.

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<th>Tenant Name</th>
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<th>Monthly Rent rate</th>
<th>Annual Total Rent (8 mo)</th>
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<td>Evanston Children’s Choir</td>
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<td>$1,362.92</td>
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<td>$1,839.94</td>
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Attachments:
Resolution 108-R-18 with Studio Master Lease and fee chart
108-R-18

A RESOLUTION

Authorizing the City Manager to Enter into a Nine Month Lease Agreement for Studio Space at the Noyes Cultural Arts Center with the Evanston Children’s Choir

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease for nine cumulative months for studio space at the Noyes Cultural Arts Center by and between the City and the Evanston Children’s Choir. The lease shall be for the following periods: January 1, 2019 through May 31, 2019; and September 1, 2019 through December 31, 2019. The lease shall be in substantial conformity with the lease marked as Exhibit A, attached hereto and incorporated herein by reference and the fee schedule marked as Exhibit B, attached hereto and incorporated herein by reference.

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

SECTION 3: Resolution 108-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Stephen H. Hagerty, Mayor

Attest:

______________________________

Devon Reid, City Clerk

Approved as to form:

______________________________

Michelle L. Masoncup, Corporation Counsel

Adopted: _________________, 2018
EXHIBIT A

LEASE AGREEMENT
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 927 NOYES STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

«TENANT», TENANT
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This Lease Agreement (the “Agreement” or “Lease”) shall take effect as of the date of execution of the Agreement by the City (the “Effective Date”). This Lease is by and between The City of Evanston, an Illinois home rule municipality and owner of subject Property (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, “Landlord”, and «Tenant», «Tenant_Description_» (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenants spaces «Leased_Spaces», located on the «Leased_Space_Location» floor of the property with a street address of 927 Noyes Street, Evanston, Illinois 60201 (the “Premises”), situated within the Landlord’s 3-story building located at the same common address and legally described on Exhibit A (the “Property”) and commonly known as the Noyes Cultural Arts Center (“NCAC”).

The Property has various uses including artist workshops, resident young adult summer camp classes, art exhibits, and many other uses. The term “Common Facilities” as used in this Agreement will include those areas and facilities within the Property (outside of the Premises) for the nonexclusive use of Tenants in common with other authorized users, and includes, but is not limited to, sidewalks, parking area, planted areas (excluding the adjoining park area), common area restrooms and open means of ingress and egress. Tenants will have the non-exclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

The term of this Agreement will be for one year, January 1, 2019 – December 31, 2019 (the “Term”). Tenants must provide Landlord with 90 days’ notice to request a renewal of the Agreement for the Premises. Landlord, in its sole discretion, may decide that a Renewal Term is not necessary and in the best interests of the City. Renewal of the Agreement must be authorized by written consent of the Parties and must be authorized by the City Council.

SECTION 3. RENT

A. RATE: Tenants agree to pay Landlord an annual rental payment (the “Rent”) in accordance with the following schedule:

1. For the period of January 1st – December 31st (twelve months), the Rent rate is $«Rent_rate» per month, for total Rent of $«Total_Rent» for the twelve months.

B. PAYMENTS. The Rent outlined in Section 3[A][1] above shall be paid in accordance with said Section.

C. Any and all Rent PAYMENTS under this Lease shall be mailed to:

City of Evanston
Parks, Recreation, and Community Services Department
2100 Ridge Avenue, First Floor
Evanston, IL 60201
D. PROPERTY FEES SCHEDULE: Attached as Exhibit B is a schedule of fees for all tenants of the Property, if applicable, including Tenant (“NCAC Property Fees”). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenants, the NCAC Property Fees are to be paid by Tenants regardless of the applicable rental rate specified in Section 3 [A]. Tenants acknowledges that they will reimburse the City for use of the Common Facilities (as specified on Exhibit B) after the standard business hours set by the City and the Association, which hours shall not be less than the following hours throughout the Term (including any Extended Term): 8:00 a.m. – 11:00 p.m. Monday – Friday; 8:30 a.m. – 11:00 p.m. on Saturday; and 10 a.m. – 6:00 p.m. on Sunday (the “Business Hours”).

E. SURCHARGE:

1. Tenant acknowledges and agrees that all non-Evanston residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon termination by Lessee or the Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this Lease.

2. Monthly rental charges assessed to Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between the Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee are in addition to the full obligation assessed to Lessee. Therefore, the Community Engagement obligations assessed to Lessee will not decrease as a result of a sublease.

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenants acknowledge that they have leased the Premises for many years and receive the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledge that the Landlord has made no representations to the condition or has made any repairs to same. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises or Property. Landlord shall, when necessary, as determined by Landlord, in its reasonable discretion or when required by applicable laws, perform, repair and maintain all of the following:

1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;
3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively);

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively);

5. Fire and life safety systems and fire alarm systems, including inspections thereof (including the portions of such systems serving the Premises exclusively);

6. Hallways, stair rails, and related elements, and restrooms and other Common Facilities, including the parking lot serving the Property;

7. Snow and ice removal, including salting, from front walkway of Premises and parking spaces in front of the Property within 48 hours of any snow event with accumulation of an 1 inch or more; and

8. Change light bulbs, ballasts and tubes in any fluorescent or comparable light fixtures in the Premises. Notwithstanding the foregoing, Tenant will change light bulbs, ballasts and tubes which are considered specialty lighting and related to performance activities.

9. Maintain the HVAC units in the Premises, the HVAC units are the property of the Landlord and shall remain in the Premises at the end of the Term.

B. MAINTENANCE BY TENANTS:

1. Interior non-structural Premises maintenance and all fixtures and property within the Premises other than (a) utility, HVAC or fire/life safety facilities and systems and (b) any items Landlord is required to maintain pursuant to Section 4[A];

2. All refuse from Premises to be placed in appropriate containers and Tenants cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;

3. The Tenants will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenants will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenants shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours (as defined in Section 3[E]) at the Tenant’s request.

4. Tenants will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4[A]), in good repair. Tenants shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other NCAC tenant’s personal property or leased area attributable to Tenant’s negligence or intentional misconduct, subject to Section 12[E]. All such damage must be reported in writing to the Director of Parks,
Recreation and Community Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenants.

5. Repairs by Tenants must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenants fail to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenants agree to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenants will use the Premises to operate a «Tenant_Specific_Use_of_Premises», and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”). If Tenants endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended. The City agrees to cause such license to be granted if Tenants meets applicable requirements.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenants shall have the right to conduct their business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenants’ staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don’t reduce the square footage of the Premises and don’t materially affect Tenants’ use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such
repairs, alterations, improvements or additions to the Premises or the NCAC, as the Landlord may deem necessary or desirable. Tenants will not cease any Rent payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenants, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at a Tenant's request or if the repairs are necessitated by a Tenant's actions, then the Tenants may not cease any rent for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If a Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor's agents shall accord reasonable care to Tenants' property), and without in any manner affecting the obligations and covenants of this Lease.

3. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenants therefore, to change the arrangement and/or location of Common Facilities, including entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close Common Facilities (as and when reasonably necessary for Landlord to perform its obligations hereunder or exercise its rights or as necessary due to Force Majeure), including entrances, doors, corridors or other facilities. The Landlord shall not be liable to the Tenants for any expense, injury, loss or damage resulting from work done by persons other than the Landlord in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

C. LOCKING OF PREMISES: All doors to the Premises must be kept locked at all times except during the Business Hours (as defined in Section 3[E]). Tenants shall not open the door to anyone in the late hours. The door may not be propped open for any reason. During normal Business Hours (as defined in Section 3[E]) for the Property, patrons and users of the Property shall have access to the Common Facilities. Tenants shall not have use of Common Facilities after the Business Hours (as defined in Section 3[E]) unless Tenant pays the Facilities Fee (as specified in Exhibit B) for keeping the Property and the Common Facilities open.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenants agree that they will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the premises
without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenants will not permit the Premises to be used in any manner that will impair the structural strength of the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

F. GARBAGE DISPOSAL: The Tenants will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

G. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenants will observe and comply with all laws, ordinances and regulations of public authorities. Tenants acknowledge that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenants will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenants or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

I. PARKING REGULATIONS: The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the “Property Parking Lot”). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit B and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis and are not returnable with the exception of permits which are transferred. There will be a $25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Monthly and annual parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenants or their authorized designee(s), and by an NCAC staff member before parking permits can be purchased. Temporary one-day parking permits are available for individuals attending special functions at the NCAC, and for visitors and others using the NCAC, who are pre-
approved by the Director of Parks, Recreation and Community Services or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes or to attendees of performances. Tenants understand, and will inform their staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired driver’s license. Landlord will maintain the current parking lot serving the Property as a parking lot throughout the term of this Lease.

SECTION 6. SIGNS

Tenants may apply for signage (temporary and permanent signage) for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenants. Tenants acknowledge that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenants agree to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenants shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenants must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold its consent to a reasonably sized sign over the new entrance to the Premises.

SECTION 7. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

 Except as provided by Illinois law and except to the extent arising from the negligence or intentional misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenants for any damage or injury to Tenants or Tenants’ property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenants. Notwithstanding the foregoing, if any portion of the Premises unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage.

SECTION 8. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

A. USE OF PARTIALLY DAMAGED PREMISES: On damage or destruction by a casualty to the Premises, Tenants will continue to use them for the operation of its business to the extent practicable
B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES:
Either Party will have the right to terminate this Agreement if, the Premises is damaged by a casualty to an extent exceeding two-thirds of the reconstruction cost of the Premises as a whole. If such damage occurs, this termination will be affected by written notice to the other Party, delivered within 90 days of the damage.

C. REPAIRS BY LANDLORD:
If the Premises are damaged by a casualty before or after the start of the Agreement, then Landlord will immediately, on receipt of insurance proceeds paid in connection with casualty damage, but no later than sixty days after damage has occurred, proceed to repair the Property. Repairs will include any improvements made by Landlord or by Tenants with Landlord’s consent, on the same plan and design as existed immediately before the damage occurred, subject to those delays reasonably attributable to governmental restrictions or failure to obtain materials, labor or other causes, whether similar or dissimilar, beyond the control of Landlord. Materials used in repair will be as nearly like original materials as reasonably procured in regular channels of supply. Wherever cause beyond the power of the party affected causes delay, the period of delay will be added to the period in this lease for completion of the work, reconstruction or replacement.

D. REDUCTION OF RENT DURING REPAIRS:
If a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. No rent will be payable while the Premises is wholly unoccupied pending the repair of casualty damage.

E. FIRE AND CASUALTY:
If the Premises are entirely destroyed by fire or another act of God, and Landlord elects to not rebuild the Premises, then this Agreement shall be terminated effective as of the date of the casualty.

SECTION 9. REPAIRS AND MAINTENANCE

Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenants shall keep the interior, non-structural portions of the Premises in a clean condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Tenants’ own expense, and shall yield the same back to Landlord, upon the termination of this Agreement, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenants, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenants, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenants agree to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenants shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.
Tenants will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.

SECTION 10. UTILITIES

Landlord agrees to pay before delinquency all charges for gas, water, heat, electricity, power and other similar charges incurred by Landlord or Tenants with respect to the Premises or the Property during the Term of this Agreement and Tenants’ occupancy of the Premises.

SECTION 11. TAXES

If applicable, Tenants will pay before delinquency all taxes levied on Tenants’ fixtures, equipment and personal property on the demised Premises, whether or not affixed to the real property. Landlord will pay all real estate taxes for the Property.

SECTION 12. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies. Only companies with an “A” Policyholder’s Rating with the Alfred Best Company will be acceptable.

B. TENANT TO OBTAIN LIABILITY INSURANCE: Tenants agree that they will, at their expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenants against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $100,000.00 property damage. Tenants will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenants’ carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Annually, Tenant shall provide copies of the insurance policy and all endorsements thereeto to Landlord. Tenant shall send the policy to the Law Department on or before January 1st of every year this Lease is in effect. If the Tenant fails to comply with this requirement, that shall constitute a default by Tenant.

C. TENANTS TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenants agree to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANTS TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenants agree to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by the Landlord of at least 90% of the insurable replacement value of all trade fixtures and personal property.

E. LANDLORD TO OBTAIN FIRE INSURANCE ON PREMISES: Landlord agrees to maintain during this Agreement, a policy of property insurance covering any peril generally included in the classification ISO Causes of Loss – Special Form (a “Special Form Policy”) and covering at least 80% of the full replacement cost of the Premises and Property (or Landlord may self-insure for such coverage). If permitted without additional charge, Landlord will cause to
be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy, regardless if the same is maintained by the City.

F. TENANTS’ WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenants agree to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

G. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

H. TENANTS’ FAILURE TO INSURE: Should Tenants fail to keep in effect and pay for insurance as required by this section, the Landlord may terminate this Lease immediately.

SECTION 13. SUBLETTING; ASSIGNMENT

The Tenants shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of eighty nine (89) days or less in conformance with the original use stated in Section 5[A] and Tenants do not need the Lessor’s consent. If the Tenants seek to sublet a portion of the Premises to a Sub-Tenant for a period of time ninety (90) days or more, then the Tenants must have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenants shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created less the reasonable rental value (as defined in Section 17[G] below) of the Premises as liquidated damages. At Landlord’s option, should Landlord consent to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

Tenants will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenants, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenants. On vacating, Tenants will leave the Premises clear of all rubbish and debris. If Tenants retain possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenants that
such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenants shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenants. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 15. INDEMNIFICATION AND LIENS

A. LIENS AND ENCUMBRANCES: The Tenants will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenants on the Premises. Tenant wills, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenants contest any lien so filed in good faith and pursues an active defense of said lien, Tenants shall not be in default of this paragraph. However, in the event of any final judgment against Tenants regarding such lien, Tenants agree to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenants fail to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenants either by a court of competent jurisdiction or by arbitration and Tenants still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenants on demand, together with interest at the rate of __10__% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenants.

C. INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenants shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct, or (ii) any negligence or willful misconduct of Tenants, or their agents, employees or contractors.

D. INDEMNIFICATION OF TENANTS. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenants, or its agents, employees or contractors, or by the breach of this Lease by Tenants, Landlord shall protect, defend, indemnify and save Tenants and their officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Common Facilities, which is not the result of Tenants’ negligence, or willful misconduct or (ii) any negligence or willful misconduct of Landlord, or its agents, employees or contractors.

SECTION 16. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenants shall allow Landlord or any person authorized by Landlord reasonable access to the Premises during the Business Hours (as defined in Section 3[E]) for the purpose of
examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord
may see fit to make (provided that Landlord cannot make voluntary alterations or modifications
to the Premises without Tenant’s consent). If the Tenants do not exercise the Option to renew
the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will
also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or
“For Rent” and Tenants will not interfere with the same.

SECTION 17. DEFAULT AND REMEDIES

A. EVENT OF DEFAULT: Any one of the following events shall be deemed to be
an event of default hereunder by Tenants subject to Tenants’ right to cure:

1. Tenants shall fail to pay any item of Base Rent at the time and place
   when and where due and does not cure such failure within five (5) business days after
   Rent is due;

2. Tenants shall fail to maintain the insurance coverage as set forth herein;

3. Tenants shall fail to comply with any term, provision, condition or
   covenant of this Lease, other than the payment of rent, and shall not cure, any such
   failure, within fifteen (15) days after written notice to the Tenants of such failure;

4. Tenants shall make a general assignment the benefit of creditors, or shall
   admit in writing its inability to pay its debts as they become due or shall file a petition in
   bankruptcy; or

B. OCCURRENCE OF AN EVENT: Upon the occurrence of any event of default,
Landlord shall have the option to pursue any one or more of the following remedies subject to
the laws of the State of Illinois and the Tenants’ right to cure:

1. Terminate this Lease, in which event Tenants shall immediately surrender
   the Premises to Landlord, but if Tenants fail to do so, Landlord may, without further
   notice and without prejudice to any other remedy Landlord may have for possession or
   arrearages in rent, or damages for breach of contract, enter upon the Premises and
   expel or remove and with or without notice of such election or any notice or demand
   whatsoever, this Agreement shall thereupon terminate and upon the termination of
   Tenants’ right of possession, as aforesaid, whether this Agreement be terminated or not,
   Tenants agree to surrender possession of the Premises immediately, without the receipt
   of any demand for rent, notice to quit or demand for possession of the Premises
   whatsoever and hereby grants to Landlord full and free license to enter into and upon
   the Premises or any part thereof, to take possession thereof with or (to the extent
   permitted by law) without process of law, and to expel and to remove Tenants or any
   other person who may be occupying the Premises or any part thereof, and Landlord may
   use such force in and about expelling and removing Tenants and other persons as may
   reasonably be necessary, and Landlord may re-possess itself of the Premises, but such
   entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor
   shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant,
   agreement or promise in this Agreement contained to be performed by Tenants. Tenants
   agree to indemnify Landlord for all loss and damage which Landlord may suffer
   by reason of such lease termination, whether through inability to re-let the Premises, or
   through decrease in Rent, or otherwise.
2. Landlord may recover from Tenants upon demand all of Landlord’s costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenants’ obligations hereunder, subject to Landlord prevailing on its claims.

3. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD’S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by the Landlord to the Tenants. The Landlord may terminate this Agreement if the Tenants remain in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenants, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord’s rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

D. TENANTS’ OBLIGATION TO PAY DEFICIENCIES: If rentals received by the Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenants will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

E. LANDLORD’S RIGHT TO PERFORM TENANTS’ DUTIES AT TENANTS’ COST: If in Landlord’s judgment any default by Tenants will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenants’ default and Tenants will reimburse Landlord, with interest, on 10-days’ notice by Landlord to Tenants.

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenants as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenants and may take possession of the Premises by legal proceedings.

G. LANDLORD’S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED: If this Agreement is terminated by Landlord due to any event of default by Tenants, Landlord will be entitled to recover from Tenants, at termination, the excess, if any, of the rent reserved in this Agreement for the balance of the term over the reasonable rental value of the Premises for the same period. The “reasonable rental value” will be the amount of rental Landlord can obtain as rent for the balance of the term.

H. LANDLORD’S REMEDIES CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are cumulative, and the exercise of one remedy by the Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenants in seeking either to enforce Tenants’ obligations under this Agreement or to satisfy a judgment for Tenants’ failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenants’ obligations under this Agreement.
SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenants acknowledge and agree that it has the right to be a member of the Noyes Center Tenant’s Association (the “Association”) formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community engagement of tenants as needed and make recommendations to the City for any additions or changes; (c) Review any subleases of tenants of ninety (90) days duration or more; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Together with the Evanston Arts Council, review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenants will develop reasonable set programs (e.g. donated tickets for certain events, community theater events [including use of theater or other portions of the Premises by other not-for-profit organizations, and scholarships) to be a steward for the arts in the community. By April 1, 2019, the Tenants will have an action plan developed to address its community engagement program and review its proposed program in consultation with the City Manager and the NCAC Association. If Tenants do not provide an action plan within the time period provided or provide the community engagement programs established between the parties, the Landlord shall send written notice of default, providing Tenants with fourteen (14) days to cure the default. The annual value of the Community Engagement provided by Tenants shall be not less than $Minimum_Community_Engagement_Amount for the period between January 1, 2019 through December 31, 2019 ("Minimum Community Engagement"). For purposes of calculating the Minimum Community Engagement annual value, each hour of service, inclusive of preparation time, is valued at forty dollars ($40.00) per hour. Additionally, the Minimum Community Engagement annual value may include the fair market value of goods and/or supplies provided in furtherance of the Tenant’s community engagement obligation. Any overage provided by Tenants above the Minimum Community Engagement level for either of the prior two (2) years can be applied as a credit to any deficiency for the current calendar year. If Tenants do not provide the Community Engagement by December 31, 2019 as required and does not cure the default within 15 days of written notice, then Tenants shall pay Landlord a fee equal to 15% of the twelve month’s rent outlined Section 3[A] ($Insert_15_of_12_months_rent) less the value of the Community Engagement provided during the calendar year.

SECTION 19. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenants and Tenants fail to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and attorney’s fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any
amount advanced on behalf of Tenants shall be paid to Landlord by Tenants within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two [2] immediately preceding years).

SECTION 20. REMEDIES NOT EXCLUSIVE

The obligation of Tenants to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenants' right to possession of the Premises. The Landlord may collect and receive any rent due from Tenants and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

SECTION 21. EXPENSES OF ENFORCEMENT

Tenants, if Landlord is the prevailing party, shall pay upon demand all Landlord's costs, charges and expenses, including attorney's fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenants under this Agreement, or in any litigation, negotiation or transaction in which Landlord shall, without Landlord's fault become involved through or on account of any action or omission of Tenants regarding this Agreement.

Landlord, if Tenants are the prevailing party, shall pay upon demand all Tenants' costs, charges and expenses, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenants' fault become involved through or on account of any action or omission of Landlord regarding this Agreement.

SECTION 22. EMINENT DOMAIN

A. MORE THAN 30 PERCENT TAKEN: If 30 percent or more of the Premises are taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

B. LESS THAN 30 PERCENT TAKEN: If the taking affects less than 30 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord's expense to repair the Premises and place them in tenantable condition within 120 days after the date of the actual physical taking. However, if 25% percent or more of the Premises as a whole is taken, the Landlord may elect to terminate this Agreement, notwithstanding that less than 30 percent of the Premises were taken. On termination, the parties will be released from all further liability under this Agreement.

C. ABATEMENT OF RENT: During any repair, Tenants will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum
monthly rental will be adjusted in proportion to the repaired area, and Tenants will be required to pay the adjusted fixed minimum monthly rental in accordance with this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.

D. RIGHT TO CONDEMNATION AWARD: Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION

Except as expressly set forth in Section 25, Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

SECTION 24. PEACEFUL ENJOYMENT

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenants, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

SECTION 25. EFFECT OF WAIVER OF BREACH OF COVENANTS

No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

SECTION 26. AMENDMENTS TO BE IN WRITING

This Agreement may be modified or amended only in writing signed by Landlord and Tenants. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenants.

SECTION 27. PARTIES BOUND

Every provision of this Agreement will bind the parties and their legal representatives. The term “legal representatives” is used in its broadest meaning and includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant’s successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.
SECTION 28. NOTICES

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to the City:  
City Manager  
2100 Ridge Avenue  
Evanston, IL 60201  
Fax: 847-448-8083

with a copy to:

Corporation Counsel  
2100 Ridge Avenue  
Evanston, IL 60201  
Fax: 847-448-8093

If to Tenants:

«Tenant»  
927 Noyes Street  
Evanston, IL 60201

«Tenant»  
«Tenants_address»  
«Tenants_address_City»

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenants are avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall than be deemed effective 5 days after such posting.

SECTION 29. MISCELLANEOUS

A. Provisions typed on this Agreement and all riders attached to this Agreement and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.
F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.

SECTION 30. VENUE AND JURISDICTION

The Parties agree the this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

SECTION 31. FORCE MAJEURE

Other than for Landlord’s and Tenants obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events (“Force Majeure”): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Property, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party’s control. For purposes of this Section 31, a cause or event shall not be deemed to be beyond a party’s control, if it is within the control of such party's agents, employees or contractors.
IN WITNESS WHEREOF, both of said Landlord and Tenants caused this Agreement to be executed as of the date signed by the Landlord.

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: ________________________________ Date: _________________

Its: City Manager, Wally Bobkiewicz

Tenant:

«Tenant»,
«Tenant_Description_»

By: ________________________________

Its: ________________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:


PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT’S SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12 IN BLOCK 2 IN TAIT’S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS’ ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THENCE NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION, AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR’S DIVISION, AFORESAID): THENCE SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN:11-07-114-027-0000
EXHIBIT B

NOYES CULTURAL ARTS CENTER PROPERTY FEES SCHEDULE
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<th>FY 2019</th>
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<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
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<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
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<td>Monthly fee for studios over 2,000 sq. ft.</td>
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<td>$30.00</td>
<td>Bundle Pack (6) Daily Permits</td>
</tr>
<tr>
<td>STAFF &amp; UTILITY FEE</td>
<td></td>
<td>$66.00</td>
<td>Additional Hourly rate for all users if Bldg. is occupied other than normal Bldg. hours.</td>
</tr>
<tr>
<td>STUDIO #106*</td>
<td></td>
<td>$20.00</td>
<td>Tenant rate/hourly for activities relative to lease</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$50.00</td>
<td>Evanston Resident Rates, 60201 &amp; 60202</td>
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<td></td>
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<td>$60.00</td>
<td>Non-Resident Rates</td>
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<td>SQUARE FOOT RATE</td>
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<td>$12.51</td>
<td>Basement</td>
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<td></td>
<td></td>
<td>$16.55</td>
<td>1st Floor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$14.71</td>
<td>2nd Floor</td>
</tr>
<tr>
<td>OBSERVED HOLIDAYS 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• New Year's Day, Tuesday January 1, 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• New Year's Day Observed, Wednesday January 2, 2019</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>• Dr. Martin Luther King, Jr.'s Birthday, Monday January 21, 2019</td>
</tr>
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<td></td>
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<td></td>
<td>• Memorial Day, Monday May 27, 2019</td>
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<td></td>
<td></td>
<td>• Fourth of July, Thursday July 4, 2019</td>
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<td></td>
<td>• Labor Day, Monday, September 2, 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Wednesday, November 27, 2019, building closes at 3:00pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Thanksgiving Day, Thursday, November 28, 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Friday After Thanksgiving, Friday, November 29, 2019</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>• Christmas Eve, Tuesday December 24, 2019</td>
</tr>
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<td></td>
<td>• Christmas Day, Wednesday December 25, 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• New Year's Eve, Tuesday December 31, 2019 close at 3:00pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• New Year's Day, Wednesday January 1, 2020</td>
</tr>
</tbody>
</table>
Memorandum

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

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

Subject: Resolution 106-R-18, Twelve-Month Lease Agreements for Studio Space at Noyes Cultural Arts Center

Date: December 10, 2018

Recommended Action:
Staff recommends City Council approval of Resolution 106-R-18 authorizing the City Manager to enter into twenty-two (22) renewal agreements for a twelve (12) month lease for the artist leases for studios at the Noyes Cultural Arts Center.

Funding Source:
Revenues are deposited into the Noyes Cultural Arts Business Unit 100.30.3710.53565.

Livability Benefits:
Education, Arts & Community: Incorporate arts and cultural resources
                               Support social and cultural diversity

Summary:
The studio lease renewals are for a twelve (12) month term (01/01/2019-12/31/2019). Fees include a two percent (2%) rental rate increase from 2018 rates.

Attachments:
Resolution 106-R-18
Exhibit A Tenant List with New Rental Rates
Exhibit B Studio Master Lease and Fee Schedule
106-R-18

A RESOLUTION

Authorizing the City Manager to Enter into Twelve Month Lease Agreements for Studio Spaces at the Noyes Cultural Arts Center

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, twenty-two (22) renewals of studio leases by and between the City and resident artists of the Noyes Cultural Arts Center. The list of the twenty-two (22) tenants of the Noyes Cultural Arts Center and corresponding lease terms is attached hereto and incorporated herein by reference as Exhibit A. The leases shall be in substantial conformity with the leases marked as Exhibit B (Master Studio Lease) attached hereto and incorporated herein by reference.

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

SECTION 3: Resolution 106-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.
Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

Michelle L. Masoncup, Corporation Counsel

Adopted: _________________, 2018
## EXHIBIT A

### TENANT LIST

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Leased Spaces</th>
<th>Monthly rate</th>
<th>Annual Total Rent</th>
<th>Tenant Specific Use of Premises</th>
<th>Minimum Community Engagement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actors Gymnasium</td>
<td>Great Hall, 100, 108, A (storage)</td>
<td>$6,519.58</td>
<td>$78,234.96</td>
<td>circus offering performing arts classes</td>
<td>$11,735.24</td>
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<tr>
<td>Art Encounter</td>
<td>222</td>
<td>$1,083.83</td>
<td>$13,005.96</td>
<td>visual arts studio providing classes and workshops</td>
<td>$1,950.89</td>
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<tr>
<td>Barbara Goldsmith</td>
<td>B-10.A</td>
<td>$450.70</td>
<td>$5,408.40</td>
<td>sculpting studio</td>
<td>$811.26</td>
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<tr>
<td>Etc. Music</td>
<td>213</td>
<td>$1,161.21</td>
<td>$13,934.52</td>
<td>community music school</td>
<td>$2,090.17</td>
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<tr>
<td>Fay Kaiser</td>
<td>218</td>
<td>$356.35</td>
<td>$4,276.20</td>
<td>Singer and voice lesson studio</td>
<td>$641.43</td>
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<tr>
<td>Meagan Adams</td>
<td>211</td>
<td>$1,137.49</td>
<td>$13,649.88</td>
<td>Visual Arts Studio</td>
<td>$2,047.48</td>
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<tr>
<td>Jennifer Presant</td>
<td>217</td>
<td>$1,032.73</td>
<td>$12,392.76</td>
<td>oil paint studio</td>
<td>$1,858.91</td>
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<tr>
<td>Laura and Leslie Hirshfield</td>
<td>B-6</td>
<td>$973.08</td>
<td>$11,676.96</td>
<td>visual cloisonné enameling studio</td>
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<td>Maggie Weiss</td>
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<td>textile and quilt making studio</td>
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<td>Zafar Malik</td>
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<td>$356.06</td>
<td>$4,272.72</td>
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<td>Adriana Poterash</td>
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<td>$314.10</td>
<td>$3,769.20</td>
<td>painting and sculpting</td>
<td>$565.38</td>
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<tr>
<td>Mary Anne Brown</td>
<td>B-10.B</td>
<td>$570.90</td>
<td>$6,850.80</td>
<td>metalsmith and jewelry design studio</td>
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<td>Naomi Sondak</td>
<td>224</td>
<td>$165.40</td>
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<tr>
<td>Name</td>
<td>Office</td>
<td>Total Expenses</td>
<td>Theatre Expenditures</td>
<td>Description</td>
<td>Total Budget</td>
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<tr>
<td>---------------------------</td>
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<td>--------------</td>
</tr>
<tr>
<td>Piven Theatre Workshop</td>
<td>110, 105, 103, 102</td>
<td>$6,099.32</td>
<td>$73,191.84</td>
<td>theatre offering classes, workshops and performances</td>
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<tr>
<td>Sally Piepmeier</td>
<td>212</td>
<td>$366.65</td>
<td>$4,399.80</td>
<td>visual arts/writing studio</td>
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<tr>
<td>Sarah Kaiser</td>
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<td>$12,205.80</td>
<td>drawing, painting, printmaking and teaching studio</td>
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<td>Bonny Katz</td>
<td>219</td>
<td>$348.60</td>
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<td>mosaic, painting and sculpting studio</td>
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<tr>
<td>Monica Steinmetz Sageman</td>
<td>216</td>
<td>$292.62</td>
<td>$3,511.44</td>
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<td>David Gista</td>
<td>109</td>
<td>$365.77</td>
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<td>Painting studio</td>
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<td>Socorro Mucino &amp; Janet Weber</td>
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<td>$3,741.60</td>
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<td>James Evansizer</td>
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<td>Eric Beauchamp</td>
<td>B-13</td>
<td>$1,053.94</td>
<td>$12,647.28</td>
<td>woodworking</td>
<td>$1,897.09</td>
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</tbody>
</table>
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 927 NOYES STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

«TENANT», TENANT
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2</td>
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<tr>
<td>SECTION 2.</td>
<td>TERM</td>
<td>2</td>
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<tr>
<td>SECTION 3.</td>
<td>RENT</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 4.</td>
<td>COMMON FACILITIES</td>
<td>3</td>
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<tr>
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<td>USE OF PREMISES</td>
<td>5</td>
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<tr>
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<td>8</td>
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<td>SECTION 7.</td>
<td>DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS</td>
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<td>SECTION 8.</td>
<td>CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT</td>
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<td>SECTION 9.</td>
<td>REPAIRS AND MAINTENANCE</td>
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<td>SECTION 10.</td>
<td>UTILITIES</td>
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<td>SECTION 11.</td>
<td>TAXES</td>
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<td>SECTION 12.</td>
<td>INSURANCE</td>
<td>10</td>
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<tr>
<td>SECTION 13.</td>
<td>SUBLETTING; ASSIGNMENT</td>
<td>11</td>
</tr>
<tr>
<td>SECTION 14.</td>
<td>SURRENDER OF PREMISES; HOLDING OVER</td>
<td>11</td>
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<tr>
<td>SECTION 15.</td>
<td>INDEMNIFICATION AND LIENS</td>
<td>12</td>
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<tr>
<td>SECTION 16.</td>
<td>LANDLORD’S RIGHT OF INSPECTION AND REPAIRS</td>
<td>12</td>
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<td>SECTION 17.</td>
<td>DEFAULT AND REMEDIES</td>
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<td>SECTION 18.</td>
<td>TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION</td>
<td>15</td>
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<td>SECTION 19.</td>
<td>REMOVAL OF OTHER LIENS</td>
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<td>SECTION 20.</td>
<td>REMEDIES NOT EXCLUSIVE</td>
<td>16</td>
</tr>
<tr>
<td>SECTION 21.</td>
<td>EXPENSES OF ENFORCEMENT</td>
<td>16</td>
</tr>
<tr>
<td>SECTION 22.</td>
<td>EMINENT DOMAIN</td>
<td>16</td>
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<tr>
<td>SECTION 23.</td>
<td>GOVERNMENTAL INTERFERENCE WITH POSSESSION</td>
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<td>SECTION 24.</td>
<td>PEACEFUL ENJOYMENT</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 25.</td>
<td>EFFECT OF WAIVER OF BREACH OF COVENANTS</td>
<td>17</td>
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<tr>
<td>SECTION 26.</td>
<td>AMENDMENTS TO BE IN WRITING</td>
<td>17</td>
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<tr>
<td>SECTION 27.</td>
<td>PARTIES BOUND</td>
<td>17</td>
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<td>SECTION 28.</td>
<td>NOTICES</td>
<td>17</td>
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<td>SECTION 29.</td>
<td>MISCELLANEOUS</td>
<td>18</td>
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<td>SECTION 30.</td>
<td>VENUE AND JURISDICTION</td>
<td>19</td>
</tr>
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<td>SECTION 31.</td>
<td>FORCE MAJEURE</td>
<td>19</td>
</tr>
</tbody>
</table>
This Lease Agreement (the “Agreement” or “Lease”) shall take effect as of the date of execution of the Agreement by the City (the “Effective Date”). This Lease is by and between The City of Evanston, an Illinois home rule municipality and owner of subject Property (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, “Landlord”, and «Tenant», «Tenant_Description_» (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenants spaces «Leased_Spaces», located on the «Leased_Space_Location» floor of the property with a street address of 927 Noyes Street, Evanston, Illinois 60201 (the “Premises”), situated within the Landlord’s 3-story building located at the same common address and legally described on Exhibit A (the “Property”) and commonly known as the Noyes Cultural Arts Center (“NCAC”).

The Property has various uses including artist workshops, resident young adult summer camp classes, art exhibits, and many other uses. The term “Common Facilities” as used in this Agreement will include those areas and facilities within the Property (outside of the Premises) for the nonexclusive use of Tenants in common with other authorized users, and includes, but is not limited to, sidewalks, parking area, planted areas (excluding the adjoining park area), common area restrooms and open means of ingress and egress. Tenants will have the non-exclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

The term of this Agreement will be for one year, January 1, 2019 – December 31, 2019 (the “Term”). Tenants must provide Landlord with 90 days’ notice to request a renewal of the Agreement for the Premises. Landlord, in its sole discretion, may decide that a Renewal Term is not necessary and in the best interests of the City. Renewal of the Agreement must be authorized by written consent of the Parties and must be authorized by the City Council.

SECTION 3. RENT

A. RATE: Tenants agree to pay Landlord an annual rental payment (the “Rent”) in accordance with the following schedule:

1. For the period of January 1st – December 31st (twelve months), the Rent rate is $«Rent_rate» per month, for total Rent of $«Total_Rent» for the twelve months.

B. PAYMENTS. The Rent outlined in Section 3[A][1] above shall be paid in accordance with said Section.

C. Any and all Rent PAYMENTS under this Lease shall be mailed to:

City of Evanston
Parks, Recreation, and Community Services Department
2100 Ridge Avenue, First Floor
Evanston, IL 60201
D. PROPERTY FEES SCHEDULE: Attached as Exhibit B is a schedule of fees for all tenants of the Property, if applicable, including Tenant ("NCAC Property Fees"). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenants, the NCAC Property Fees are to be paid by Tenants regardless of the applicable rental rate specified in Section 3 [A]. Tenants acknowledges that they will reimburse the City for use of the Common Facilities (as specified on Exhibit B) after the standard business hours set by the City and the Association, which hours shall not be less than the following hours throughout the Term (including any Extended Term): 8:00 a.m. – 11:00 p.m. Monday – Friday; 8:30 a.m. – 11:00 p.m. on Saturday; and 10 a.m. – 6:00 p.m. on Sunday (the "Business Hours").

E. SURCHARGE:

1. Tenant acknowledges and agrees that all non-Evanston residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, upon termination by Lessee or the Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this Lease.

2. Monthly rental charges assessed to Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between the Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee are in addition to the full obligation assessed to Lessee. Therefore, the Community Engagement obligations assessed to Lessee will not decrease as a result of a sublease.

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenants acknowledge that they have leased the Premises for many years and receive the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledge that the Landlord has made no representations to the condition or has made any repairs to same. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises or Property. Landlord shall, when necessary, as determined by Landlord, in its reasonable discretion or when required by applicable laws, perform, repair and maintain all of the following:

1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;
3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively);

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively);

5. Fire and life safety systems and fire alarm systems, including inspections thereof (including the portions of such systems serving the Premises exclusively);

6. Hallways, stair rails, and related elements, and restrooms and other Common Facilities, including the parking lot serving the Property;

7. Snow and ice removal, including salting, from front walkway of Premises and parking spaces in front of the Property within 48 hours of any snow event with accumulation of an 1 inch or more; and

8. Change light bulbs, ballasts and tubes in any fluorescent or comparable light fixtures in the Premises. Notwithstanding the foregoing, Tenant will change light bulbs, ballasts and tubes which are considered specialty lighting and related to performance activities.

9. Maintain the HVAC units in the Premises, the HVAC units are the property of the Landlord and shall remain in the Premises at the end of the Term.

B. MAINTENANCE BY TENANTS:

1. Interior non-structural Premises maintenance and all fixtures and property within the Premises other than (a) utility, HVAC or fire/life safety facilities and systems and (b) any items Landlord is required to maintain pursuant to Section 4[A];

2. All refuse from Premises to be placed in appropriate containers and Tenants cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;

3. The Tenants will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenants will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenants shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours (as defined in Section 3[E]) at the Tenant’s request.

4. Tenants will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4[A]), in good repair. Tenants shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other NCAC tenant’s personal property or leased area attributable to Tenant’s negligence or intentional misconduct, subject to Section 12[E]. All such damage must be reported in writing to the Director of Parks,
Recreation and Community Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenants.

5. Repairs by Tenants must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenants fail to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenants agree to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenants will use the Premises to operate a «Tenant_Specific_Use_of_Premises», and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”). If Tenants endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended. The City agrees to cause such license to be granted if Tenants meets applicable requirements.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenants shall have the right to conduct their business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenants’ staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don’t reduce the square footage of the Premises and don’t materially affect Tenants’ use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such
repaired, alterations, improvements or additions to the Premises or the NCAC, as the Landlord may deem necessary or desirable. Tenants will not cease any Rent payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenants, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at a Tenant’s request or if the repairs are necessitated by a Tenant’s actions, then the Tenants may not cease any rent for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If a Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor’s agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor’s agents shall accord reasonable care to Tenants’ property), and without in any manner affecting the obligations and covenants of this Lease.

3. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenants therefore, to change the arrangement and/or location of Common Facilities, including entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the NCAC, and to close Common Facilities (as and when reasonably necessary for Landlord to perform its obligations hereunder or exercise its rights or as necessary due to Force Majeure), including entrances, doors, corridors or other facilities. The Landlord shall not be liable to the Tenants for any expense, injury, loss or damage resulting from work done by persons other than the Landlord in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

C. LOCKING OF PREMISES: All doors to the Premises must be kept locked at all times except during the Business Hours (as defined in Section 3[E]). Tenants shall not open the door to anyone in the late hours. The door may not be propped open for any reason. During normal Business Hours (as defined in Section 3[E]) for the Property, patrons and users of the Property shall have access to the Common Facilities. Tenants shall not have use of Common Facilities after the Business Hours (as defined in Section 3[E]) unless Tenant pays the Facilities Fee (as specified in Exhibit B) for keeping the Property and the Common Facilities open.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenants agree that they will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or inflammbale nature as may endanger any part of the premises
without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenants will not permit the Premises to be used in any manner that will impair the structural strength of the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

F. GARBAGE DISPOSAL: The Tenants will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

G. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenants will observe and comply with all laws, ordinances and regulations of public authorities. Tenants acknowledge that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenants will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenants or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

I. PARKING REGULATIONS: The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the “Property Parking Lot”). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit B and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis and are not returnable with the exception of permits which are transferred. There will be a $25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Monthly and annual parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenants or their authorized designee(s), and by an NCAC staff member before parking permits can be purchased. Temporary one-day parking permits are available for individuals attending special functions at the NCAC, and for visitors and others using the NCAC, who are pre-
approved by the Director of Parks, Recreation and Community Services or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes or to attendees of performances. Tenants understand, and will inform their staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired driver’s license. Landlord will maintain the current parking lot serving the Property as a parking lot throughout the term of this Lease.

SECTION 6. SIGNS

Tenants may apply for signage (temporary and permanent signage) for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenants. Tenants acknowledge that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenants agree to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenants shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenants must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold its consent to a reasonably sized sign over the new entrance to the Premises.

SECTION 7. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

Except as provided by Illinois law and except to the extent arising from the negligence or intentional misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenants for any damage or injury to Tenants or Tenants’ property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, nor for any damage or injury arising from any act, omission or negligence or co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or Landlord, all claims for any such damage or injury being hereby expressly waived by Tenants. Notwithstanding the foregoing, if any portion of the Premises unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage.

SECTION 8. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

A. USE OF PARTIALLY DAMAGED PREMISES: On damage or destruction by a casualty to the Premises, Tenants will continue to use them for the operation of its business to the extent practicable
B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES:
Either Party will have the right to terminate this Agreement if, the Premises is damaged by a
casualty to an extent exceeding two-thirds of the reconstruction cost of the Premises as a
whole. If such damage occurs, this termination will be affected by written notice to the other
Party, delivered within 90 days of the damage.

C. REPAIRS BY LANDLORD: If the Premises are damaged by a casualty before
or after the start of the Agreement, then Landlord will immediately, on receipt of insurance
proceeds paid in connection with casualty damage, but no later than sixty days after damage
has occurred, proceed to repair the Property. Repairs will include any improvements made by
Landlord or by Tenants with Landlord’s consent, on the same plan and design as existed
immediately before the damage occurred, subject to those delays reasonably attributable to
governmental restrictions or failure to obtain materials, labor or other causes, whether similar or
dissimilar, beyond the control of Landlord. Materials used in repair will be as nearly like original
materials as reasonably procured in regular channels of supply. Wherever cause beyond the
power of the party affected causes delay, the period of delay will be added to the period in this
lease for completion of the work, reconstruction or replacement.

D. REDUCTION OF RENT DURING REPAIRS: If a portion of the Premises is
unusable for the purpose contemplated hereunder for a period of greater than 5 days, the fixed
minimum monthly rental will be equitably reduced in the proportion that the unusable part of the
Premises bears to the whole. The determination of the unusable space shall be reasonably
determined by the Landlord based on square footage No rent will be payable while the
Premises is wholly unoccupied pending the repair of casualty damage.

E. FIRE AND CASUALTY. If the Premises are entirely destroyed by fire or another
act of God, and Landlord elects to not rebuild the Premises, then this Agreement shall be
terminated effective as of the date of the casualty.

SECTION 9. REPAIRS AND MAINTENANCE

Except to the extent any of the following is Landlord’s obligation pursuant to Section
4[A], Tenants shall keep the interior, non-structural portions of the Premises in a clean
condition, and in good repair, all according to the statutes and ordinances in such cases made
and provided, and the directions of public officers thereunto duly authorized, all at Tenants’ own
expense, and shall yield the same back to Landlord, upon the termination of this Agreement,
whether such termination shall occur by expiration of the term, or in any other manner
whatsoever, in the same condition of cleanliness and repair as at the date of the execution
hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the
following is Landlord’s obligation pursuant to Section 4[A], Tenant shall make all necessary
repairs and renewals upon Premises and replace broken fixtures with material of the same size
and quality as that broken. If, however, the Premises shall not thus be kept in good repair and
in a clean condition by Tenants, as aforesaid, Landlord may enter the same, or by Landlord’s
agents, servants or employees, without such entering causing or constituting a termination of
this Agreement or an interference with the possession of the Premises by Tenants, and
Landlord may replace the same in the same condition of repair and cleanliness as existed at the
date of execution hereof, and Tenants agree to pay Landlord, in addition to the rent hereby
reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenants
shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or
electric fixtures.
Tenants will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.

SECTION 10. UTILITIES

Landlord agrees to pay before delinquency all charges for gas, water, heat, electricity, power and other similar charges incurred by Landlord or Tenants with respect to the Premises or the Property during the Term of this Agreement and Tenants’ occupancy of the Premises.

SECTION 11. TAXES

If applicable, Tenants will pay before delinquency all taxes levied on Tenants’ fixtures, equipment and personal property on the demised Premises, whether or not affixed to the real property. Landlord will pay all real estate taxes for the Property.

SECTION 12. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies. Only companies with an “A” Policyholder’s Rating with the Alfred Best Company will be acceptable.

B. TENANT TO OBTAIN LIABILITY INSURANCE: Tenants agree that they will, at their expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenants against liability for injury to or death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $100,000.00 property damage. Tenants will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenants’ carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Annually, Tenant shall provide copies of the insurance policy and all endorsements thereto to Landlord. Tenant shall send the policy to the Law Department on or before January 1st of every year this Lease is in effect. If the Tenant fails to comply with this requirement, that shall constitute a default by Tenant.

C. TENANTS TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenants agree to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANTS TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenants agree to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by the Landlord of at least 90% of the insurable replacement value of all trade fixtures and personal property.

E. LANDLORD TO OBTAIN FIRE INSURANCE ON PREMISES: Landlord agrees to maintain during this Agreement, a policy of property insurance covering any peril generally included in the classification ISO Causes of Loss – Special Form (a “Special Form Policy”) and covering at least 80% of the full replacement cost of the Premises and Property (or Landlord may self-insure for such coverage). If permitted without additional charge, Landlord will cause to
be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy, regardless if the same is maintained by the City.

F. TENANTS’ WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenants agree to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

G. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

H. TENANTS’ FAILURE TO INSURE: Should Tenants fail to keep in effect and pay for insurance as required by this section, the Landlord may terminate this Lease immediately.

SECTION 13. SUBLETTING; ASSIGNMENT

The Tenants shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of eighty nine (89) days or less in conformance with the original use stated in Section 5[A] and Tenants do not need the Lessor’s consent. If the Tenants seek to sublet a portion of the Premises to a Sub-Tenant for a period of time ninety (90) days or more, then the Tenants must have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenants shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created less the reasonable rental value (as defined in Section 17[G] below) of the Premises as liquidated damages. At Landlord’s option, should Landlord consent to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

Tenants will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenants, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenants. On vacating, Tenants will leave the Premises clear of all rubbish and debris. If Tenants retain possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenants that
such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenants shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenants. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 15. INDEMNIFICATION AND LIENS

A. LIENS AND ENCUMBRANCES: The Tenants will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenants on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney’s fees. Provided, however, in the event that Tenants contest any lien so filed in good faith and pursue an active defense of said lien, Tenants shall not be in default of this paragraph. However, in the event of any final judgment against Tenants regarding such lien, Tenants agree to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenants fail to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenants either by a court of competent jurisdiction or by arbitration and Tenants still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenants on demand, together with interest at the rate of ___10___% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenants.

C. INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenants shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord’s negligence or willful misconduct, or (ii) any negligence or willful misconduct of Tenants, or their agents, employees or contractors.

D. INDEMNIFICATION OF TENANTS. Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenants, or its agents, employees or contractors, or by the breach of this Lease by Tenants, Landlord shall protect, defend, indemnify and save Tenants and their officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Common Facilities, which is not the result of Tenants’ negligence, or willful misconduct or (ii) any negligence or willful misconduct of Landlord, or its agents, employees or contractors.

SECTION 16. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenants shall allow Landlord or any person authorized by Landlord reasonable access to the Premises during the Business Hours (as defined in Section 3[E]) for the purpose of
examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make (provided that Landlord cannot make voluntary alterations or modifications to the Premises without Tenant’s consent). If the Tenants do not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or “For Rent” and Tenants will not interfere with the same.

SECTION 17. DEFAULT AND REMEDIES

A. EVENT OF DEFAULT: Any one of the following events shall be deemed to be an event of default hereunder by Tenants subject to Tenants’ right to cure:

1. Tenants shall fail to pay any item of Base Rent at the time and place when and where due and does not cure such failure within five (5) business days after Rent is due;

2. Tenants shall fail to maintain the insurance coverage as set forth herein;

3. Tenants shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and shall not cure, any such failure, within fifteen (15) days after written notice to the Tenants of such failure;

4. Tenants shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy; or

B. OCCURRENCE OF AN EVENT: Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants’ right to cure:

1. Terminate this Lease, in which event Tenants shall immediately surrender the Premises to Landlord, but if Tenants fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove and with or without notice of such election or any notice or demand whatsoever, this Agreement shall thereupon terminate and upon the termination of Tenants’ right of possession, as aforesaid, whether this Agreement be terminated or not, Tenants agree to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenants or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenants and other persons as may reasonably be necessary, and Landlord may re-possess itself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Agreement contained to be performed by Tenants. Tenants agree to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.
2. Landlord may recover from Tenants upon demand all of Landlord’s costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenants’ obligations hereunder, subject to Landlord prevailing on its claims.

3. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSESSION OR RELETTING NOT A TERMINATION; LANDLORD’S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by the Landlord to the Tenants. The Landlord may terminate this Agreement if the Tenants remain in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenants, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord’s rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.

D. TENANTS’ OBLIGATION TO PAY DEFICIENCIES: If rentals received by the Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenants will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

E. LANDLORD’S RIGHT TO PERFORM TENANTS’ DUTIES AT TENANTS’ COST: If in Landlord’s judgment any default by Tenants will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenants’ default and Tenants will reimburse Landlord, with interest, on 10-days’ notice by Landlord to Tenants.

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenants as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenants and may take possession of the Premises by legal proceedings.

G. LANDLORD’S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED: If this Agreement is terminated by Landlord due to any event of default by Tenants, Landlord will be entitled to recover from Tenants, at termination, the excess, if any, of the rent reserved in this Agreement for the balance of the term over the reasonable rental value of the Premises for the same period. The “reasonable rental value” will be the amount of rental Landlord can obtain as rent for the balance of the term.

H. LANDLORD’S REMEDIES CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are cumulative, and the exercise of one remedy by the Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenants in seeking either to enforce Tenants’ obligations under this Agreement or to satisfy a judgment for Tenants’ failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenants’ obligations under this Agreement.
SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION

A. NOYES CENTER TENANT’S ASSOCIATION: The Tenants acknowledge and agree that it has the right to be a member of the Noyes Center Tenant’s Association (the “Association”) formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community engagement of tenants as needed and make recommendations to the City for any additions or changes; (c) Review any subleases of tenants of ninety (90) days duration or more; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Together with the Evanston Arts Council, review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenants will develop reasonable set programs (e.g. donated tickets for certain events, community theater events [including use of theater or other portions of the Premises by other not-for-profit organizations, and scholarships) to be a steward for the arts in the community. By April 1, 2019, the Tenants will have an action plan developed to address its community engagement program and review its proposed program in consultation with the City Manager and the NCAC Association. If Tenants do not provide an action plan within the time period provided or provide the community engagement programs established between the parties, the Landlord shall send written notice of default, providing Tenants with fourteen (14) days to cure the default. The annual value of the Community Engagement provided by Tenants shall be not less than $«Minimum_Community_Engagement_Amount» for the period between January 1, 2019 through December 31, 2019 (“Minimum Community Engagement”). For purposes of calculating the Minimum Community Engagement annual value, each hour of service, inclusive of preparation time, is valued at forty dollars ($40.00) per hour. Additionally, the Minimum Community Engagement annual value may include the fair market value of goods and/or supplies provided in furtherance of the Tenant’s community engagement obligation. Any overage provided by Tenants above the Minimum Community Engagement level for either of the prior two (2) years can be applied as a credit to any deficiency for the current calendar year. If Tenants do not provide the Community Engagement by December 31, 2019 as required and does not cure the default within 15 days of written notice, then Tenants shall pay Landlord a fee equal to 15% of the twelve month’s rent outlined Section 3[A] ($«Insert_15_of_12_months_rent») less the value of the Community Engagement provided during the calendar year.

SECTION 19. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenants and Tenants fail to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and attorney’s fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any
amount advanced on behalf of Tenants shall be paid to Landlord by Tenants within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two [2] immediately preceding years).

SECTION 20. REMEDIES NOT EXCLUSIVE

The obligation of Tenants to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenants' right to possession of the Premises. The Landlord may collect and receive any rent due from Tenants and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

SECTION 21. EXPENSES OF ENFORCEMENT

Tenants, if Landlord is the prevailing party, shall pay upon demand all Landlord’s costs, charges and expenses, including attorney’s fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenants under this Agreement, or in any litigation, negotiation or transaction in which Landlord shall, without Landlord’s fault become involved through or on account of any action or omission of Tenants regarding this Agreement.

Landlord, if Tenants are the prevailing party, shall pay upon demand all Tenants' costs, charges and expenses, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenants' fault become involved through or on account of any action or omission of Landlord regarding this Agreement.

SECTION 22. EMINENT DOMAIN

A. MORE THAN 30 PERCENT TAKEN: If 30 percent or more of the Premises are taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

B. LESS THAN 30 PERCENT TAKEN: If the taking affects less than 30 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair the Premises and place them in tenantable condition within 120 days after the date of the actual physical taking. However, if 25% percent or more of the Premises as a whole is taken, the Landlord may elect to terminate this Agreement, notwithstanding that less than 30 percent of the Premises were taken. On termination, the parties will be released from all further liability under this Agreement.

C. ABATEMENT OF RENT: During any repair, Tenants will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum
monthly rental will be adjusted in proportion to the repaired area, and Tenants will be required to pay the adjusted fixed minimum monthly rental in accordance this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.

D. RIGHT TO CONDEMNATION AWARD: Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION

Except as expressly set forth in Section 25, Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

SECTION 24. PEACEFUL ENJOYMENT

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenants, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

SECTION 25. EFFECT OF WAIVER OF BREACH OF COVENANTS

No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

SECTION 26. AMENDMENTS TO BE IN WRITING

This Agreement may be modified or amended only in writing signed by Landlord and Tenants. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenants.

SECTION 27. PARTIES BOUND

Every provision of this Agreement will bind the parties and their legal representatives. The term “legal representatives” is used in its broadest meaning and includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant’s successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.
SECTION 28. NOTICES

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to the City: with a copy to:
City Manager Corporation Counsel
2100 Ridge Avenue 2100 Ridge Avenue
Evanston, IL 60201 Evanston, IL 60201
Fax: 847-448-8083 Fax: 847-448-8093

If to Tenants:

«Tenant»
927 Noyes Street «Tenant»
Evanston, IL 60201 «Tenants_address»

«Tenants_address_City»

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenants are avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall than be deemed effective 5 days after such posting.

SECTION 29. MISCELLANEOUS

A. Provisions typed on this Agreement and all riders attached to this Agreement and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.
F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.

SECTION 30. VENUE AND JURISDICTION

The Parties agree the this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

SECTION 31. FORCE MAJEURE

Other than for Landlord’s and Tenants obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("Force Majeure"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Property, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party’s control. For purposes of this Section 31, a cause or event shall not be deemed to be beyond a party’s control, if it is within the control of such party's agents, employees or contractors.
IN WITNESS WHEREOF, both of said Landlord and Tenants caused this Agreement to be executed as of the date signed by the Landlord.

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: ___________________________ Date: ______________

Its: City Manager, Wally Bobkiewicz

Tenant:

«Tenant»,
«Tenant_Description_»

By: ___________________________

Its: ___________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:


PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT’S SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12 IN BLOCK 2 IN TAIT’S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS’ ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THENCE NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION, AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR’S DIVISION, AFORESAID): THENCE SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN:11-07-114-027-0000
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<th>FY 2019</th>
<th>FEE</th>
<th>DESCRIPTION</th>
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<td>Additional Hourly rate for all users if Bldg. is occupied other than normal Bldg. hours.</td>
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OBSERVED HOLIDAYS 2019

- New Year's Day, Tuesday January 1, 2019
- New Year's Day Observed, Wednesday January 2, 2019
- Dr. Martin Luther King, Jr.'s Birthday, Monday January 21, 2019
- Memorial Day, Monday May 27, 2019
- Fourth of July, Thursday July 4, 2019
- Labor Day, Monday, September 2, 2019
- Wednesday, November 27, 2019, building closes at 3:00pm
- Thanksgiving Day, Thursday, November 28, 2019
- Friday After Thanksgiving, Friday, November 29, 2019
- Christmas Eve, Tuesday December 24, 2019
- Christmas Day, Wednesday December 25, 2019
- New Year's Eve, Tuesday December 31, 2019 close at 3:00pm
- New Year's Day, Wednesday January 1, 2020
Memorandum

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

From: Johanna Leonard, Community Development Director
Paul Zalmezak, Economic Development Manager

Subject: Resolution 110-R-18, Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC

Date: November 29, 2018

Recommended Action:
Staff recommends City Council approval of Resolution 110-R-18, “Authorizing the City Manager to Amend the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC” The first amendment to the contract, executed in July 2018 established an approval period which expires at 5:00 p.m. Central Time on December 12, 2018.

Livability Benefits:
Economy & Jobs: Expand and retain local business

Summary:
Staff is recommending the approval period for the contract be extended to June 12, 2019 to accommodate the Planned Development review process. Staff recommends developer submit a $50,000 non-refundable deposit in consideration of the City granting the additional 6-month extension

Currently the developer, Chicago Avenue Partners LLC is in the Plan Commission stage of the planned development review process. The developer submitted the original application for a planned development on June 1, 2018. Subsequently, the developer appeared before the City’s staff panel, the Design and Project Review Committee, on July 11, 2018. After receiving feedback on the proposed development from staff, the development team updated its project and submitted an updated application on October 29, 2018. A second DAPR meeting was held on November 14, 2018 to review the updated development. After reviewing the development, staff provided a recommendation to deny the project to the Plan Commission. Notices were mailed to
residents within a 1,000 foot radius of the project following DAPR notifying residents of
the Plan Commission meeting to be held on December 12, 2018.

If approved for an extension, the next steps in the planned development review process
will be review by the Plan Commission, followed by review by the Planning &
Development Committee of the City Council, and finally full City Council. Depending on
whether the Plan Commission convenes one or multiple meetings on this project, this
project could reach Planning & Development Committee/City Council in February or
early March.

Background:
Over the past several years, this property has been identified by multiple parties as a
potential redevelopment site for mixed use office/residential, performing arts, housing,
and hotels. In recent months, interest in office development for the site has increased as
Evanston’s office vacancy rate declines and the demand for Class A office space
increasing. The placement of an office use, or other acceptable use would support the
growing downtown retail and restaurant base, and would increase the City’s total tax
base, which would help control tax increases for all Evanston taxpayers.

The property, commonly referred to as “the Library parking lot”, is an estimated 32,000
square feet. The parking lot is one of the City’s off street parking lots (Lot 3) and
contains 74 parking spaces. The lot features a solar canopy solar powered charging
station.

Legislative History:
The City Council authorized the City Manager to negotiate the sale of the property in
May 2017. At the September 25, 2017, the City Council meeting adopted Ordinance
52-O-17, “Authorizing the City Manager to Enter into a Real Estate Contract with MHDC
SLF, LLC for the Sale of Certain City-Owned Real Property at 1714-18 Chicago
Avenue, Evanston, Illinois” which included a sale price of $4,000,000.

Attachments:
-Map of Property
-Resolution 110-R-18 with agreement
110-R-18

A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-1720 Chicago Avenue to Chicago Avenue Partners, LLC

WHEREAS, the City of Evanston owns certain real property located at 1714-1720 Chicago Avenue, which is a surface parking lot (the “Property”); and

WHEREAS, on September 25, 2017, the City Council adopted Ordinance 52-O-17 approving the real estate sale agreement (the “Agreement”) with Chicago Avenue Partners, LLC and the parties executed the Agreement on October 26, 2017, attached as Exhibit 1 is a copy of the Agreement; and

WHEREAS, Section 6(b) of the Agreement provides for Purchaser to have a period to seek municipal and other approvals for the development of the Subject Property (called the “Approval Period”), and during the pendency of the Approval Period Purchaser has the right in its discretion to terminate the Agreement.

WHEREAS, on July 24, 2018, the Parties entered into an amendment to extend the approval period contained in the agreement from May 24, 2018 to December 12, 2018. Purchaser is still in the process of seeking approvals for the development of the Subject Property but needs additional time to seek such approvals before it will commit to waiving its right to terminate the Agreement; and

WHEREAS, in consideration of the City granting an additional 6-month extension, the $50,000 deposit provided for Section 4(a) is non-refundable; and
WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to extend the approval period provided in the real estate sale agreement by and between the City, as Seller, and Chicago Avenue Partners, LLC, as Buyer,

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

SECTION 1: The City Manager is hereby authorized and directed to execute the Second Amendment to Purchase and Sale Agreement ("Amendment") with Chicago Avenue Partners, LLC, attached hereto and incorporated by reference as Exhibit “2”.

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

SECTION 3: This Resolution 110-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

________________________________
Stephen H. Hagerty, Mayor

Attest: Devon Reid, City Clerk

Approved as to form:

______________________________  ________________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: __________________, 2018
EXHIBIT 1

REAL ESTATE AGREEMENT
AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") made and entered into as of the 21st day of October, 2017 (the “Execution Date”), by and between the City of Evanston ("Seller") and Chicago Avenue Partners LLC, a Delaware limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain real property located in Cook County, Illinois, being more particularly described on Exhibit A attached hereto and being located at 1714 – 1720 Chicago Avenue, Evanston, Illinois (the "Property");

WHEREAS, Purchaser desires to purchase the "Subject Property" (as hereinafter defined) and Seller desires to sell the Subject Property to Purchaser for the price and pursuant to the terms, conditions and upon the representations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the purchase price noted below and other good and valuable consideration, the receipt whereof is hereby acknowledged by each party hereto from the other party hereto, and a hereinafter receipted deposit and in consideration of mutual covenants and conditions and promises herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Sale. Subject to and upon the terms and conditions hereof, Seller shall sell, transfer, assign and convey to Purchaser at the "Closing", as hereinafter defined: (i) fee simple title to the Property, together with all easements, rights-of-way and other appurtenances, inuring to the benefit of the Property and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue, open or proposed, in front of or adjoining the Land to the centerline thereof, and all right, title and interest of Seller in and to any awards made or to be made in lieu thereof, and in and to any unpaid awards for damage to the Property by reason of change of grade of any street; (ii) any and all improvements and fixtures located upon or under the Property ("Improvements"); and (iii) if any, all licenses, franchises, certificates of occupancy and other permits, rights and approvals relating to the Property, including, without limitation, relating to development, construction, operation and maintenance of the Property or the building(s), if any, located upon the Property, and all permits, licenses, studies, plans, reports and surveys, owned by Seller may have, pertaining to the Property (collectively “Intangibles”); and Purchaser shall accept such conveyance, subject to the conditions hereof and upon the representations and warranties herein made. The Property, the Improvements and Intangibles are hereinafter collectively referred to as the "Subject Property". Further, on or prior to a date which is three (3) days following the Execution Date, Seller covenants and agrees to deliver to Purchaser true and correct copies of the documents and agreements that constitute, establish or evidence the Intangibles. In addition, from and after the date hereof, Seller shall deliver such
other documentation in Seller’s possession or control which may be reasonably requested by Purchaser (the “Documents”) and "Seller’s Title Evidence" (as hereinafter defined). Seller will produce copies of the following due diligence documents:

(a) Copies of income and expense statements, year-end financial and monthly and annual operating statements of the Property for the current year and the three (3) years immediately preceding the date of the Agreement.

(b) Copies of all engineering and architectural plans and specifications, drawings, studies and surveys relating to the Property, in Seller’s possession or control, and copies of all records pertaining to the repair, replacement and maintenance of the mechanical systems at the Property, the roof and the structural components of the Property.

(c) Copies of Seller’s most recent owner’s title policy issued in connection with the Property and the most recent survey of the Property.

3. **Purchase Price.** In consideration of the Purchaser reducing the number of stories for the building from 14 to 11 stories, the City agrees to reduce the Purchase Price from $5,000,000 to $4,000,000. Purchaser must pay to Seller Four Million Dollars ($4,000,000.00) for the Subject Property (the “Purchase Price”). If the Site Plan Approval process yields a reduction in the building stories from the original proposal of an 11-story development, the purchase price may be revisited by the parties. In the event the parties cannot reach an agreement on a reduction in purchase price, then upon written notice to the other party, either party may elect to terminate this Agreement.

4. **Payment of Purchase Price; Deposit; Due Diligence Period.** The Purchase Price shall be paid as follows:

(a) Within three (3) business days following the Execution Date, Purchaser will deliver to Chicago Title and Trust Company, 10 South LaSalle St. Suite 3100, Chicago, IL 60603 ("Escrow Agent") the sum of Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit"), which amount shall be held by the Escrow Agent, at the expense of Purchaser, pursuant to the terms and provisions of Exhibit B, and which shall be credited toward the Purchase Price at Closing or otherwise disbursed in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the Deposit shall become non-refundable following the expiration of the Due Diligence Period (as defined below), except in the event of Seller’s default under this Agreement or if this Agreement was terminated by Purchaser in accordance with the terms of this Agreement (or as otherwise set forth herein).

(b) The “Due Diligence Period” shall mean the period commencing on the Execution Date and ending on the date which is 60 days thereafter.

(c) The balance of the Purchase Price shall be payable at the Closing (as hereinafter defined), plus or minus prorations as hereinafter set forth, by wire transfer.

5. **Title.** Within five (5) days following the Execution Date hereof, Seller shall deliver to Purchaser a copy of any existing title insurance policy (if any) and survey for the
Subject Property ("Seller's Title Evidence"). In furtherance of the foregoing, and not as a limitation thereof, the state of Seller's title and the "Survey" (as hereinafter defined) and the state of title reflected thereby shall be such that Chicago Title Insurance Company ("Title Company") will issue a commitment ("Commitment") for the issuance of a 2006 ALTA Owner's Title Insurance Policy (i.e., with extended coverage over pre-printed exceptions) without exception other than the "Permitted Exceptions" (as hereinafter defined) for the amount of the Purchase Price (and the amount of Purchaser's contemplated improvements with a "pending improvements" clause). Seller will order the Commitment within five (5) business days of the Execution Date, and will provide a copy of same to Purchaser upon receipt. If Purchaser shall have any objection(s) with respect to the status of title to the Subject Property as reflected in the Commitment and/or the Survey, Purchaser shall notify Seller of such objections ("Title Notice") on or before thirty (30) days following Purchaser's receipt of the Commitment and Survey ("Title Review Period"). Purchaser shall have until the end of the Title Review Period to obtain a new survey of the Subject Property or an update of Seller's existing survey (if any) ("Survey"). Seller shall have the right, but not the obligation, to satisfy any objection stated in the Title Notice (except as expressly set forth in this Paragraph 5). Seller shall have thirty (30) days in which to satisfy any title objection; provided, however, Seller is not obligated to satisfy any title objection unless Seller so agrees in writing or as may be expressly required under this Paragraph 5. If, after the expiration of said thirty (30)-day period, Seller has not cured the defect(s) of which Purchaser gave notice, then Purchaser shall have the right, but not the obligation, until the end of the Due Diligence Period to attempt to cure such defect(s) in title. If, prior to the end of the Due Diligence Period, the title defect or defects cannot be corrected, then Purchaser shall have the right, but not the obligation to terminate this Agreement and upon termination Purchaser's Deposit shall be returned to Purchaser, and neither party shall have any claim against the other except as herein expressly stated. As set forth herein, "Permitted Exceptions" shall mean: (i) those matters shown on the Commitment as of the end of the Due Diligence Period and not objected to by Purchaser in writing; (ii) customary public utility easements shown on the Commitment; and (iii) taxes not yet due and payable. Notwithstanding anything herein to the contrary, in no event shall the term "Permitted Exceptions" be deemed to include any monetary liens, claims of liens or security interests, and any other liens arising after the date of the Commitment caused or permitted by Seller, and Seller shall remove the same at or prior to Closing.

Seller covenants to execute such reasonable affidavits and undertakings reasonably required by the Title Company to delete: (i) the Schedule B, Section 1 requirements in the Commitment (except liens which may arise out of mechanic liens with whom Purchaser has contracted); (ii) the standard printed exceptions in the Commitment which are customarily removable by such affidavits; and (iii) the gap exception.

6. **Conditions Precedent: Approval Period.** Unless waived in whole or in part in writing by the other party, this Agreement and the obligations of the parties to close the transaction hereunder are subject to and contingent upon each and all of the following (hereinafter sometimes collectively referred to as the "Conditions Precedent" and singularly as a "Condition Precedent"): 

(a) **Due Diligence Period Termination Right.** Purchaser, in its sole and absolute discretion, exercisable for any reason or for no reason, shall have the right, on or prior to
the expiration of the Due Diligence Period, to terminate this Agreement upon written notice to Seller, whereupon this Agreement shall promptly be deemed terminated and of no further force and effect, the Deposit, and any interest accrued thereon, shall be returned to Purchaser and upon such return Purchaser and Seller shall have no further obligations to each other, except as expressly set forth in this Agreement.

(b) Approval Period. Purchaser shall have the period (i) commencing on the date of expiration of the Due Diligence Period, and (ii) expiring at 5:00 p.m. Central Time on the date which is 150 days thereafter (such period, the “Approval Period”), to undertake and obtain its municipal approvals for zoning entitlements, site plan, and building permits, all necessary to development property in Evanston per City Code (collectively, “Site Plan Approval”) for the development of the Subject Property. If Purchaser cannot obtain Site Plan Approval within the Approval Period, then both parties can terminate this Agreement, whereupon this Agreement shall be deemed terminated and of no further force and effect, the Deposit, and any interest accrued thereon, shall promptly be returned to Purchaser and upon such return to Purchaser and Seller shall have no further obligations to each other, except as expressly set forth in this Agreement.

(c) Performance of Other Party; No Pending Litigation.

(i) As a condition benefiting Seller only, at the Execution Date and at Closing, all representations and warranties of Purchaser hereunder shall be true and correct in all material respects, and all obligations of Purchaser hereunder shall have been performed in all material respects.

(ii) As a condition benefiting Purchaser only, at the Execution Date and at Closing, all representations and warranties of Seller hereunder shall be true and correct in all material respects, and all obligations of Seller hereunder shall have been performed in all material respects. In addition, as a condition benefiting Purchaser only, there shall be no pending or threatened litigation involving the Subject Property or Purchaser’s contemplated development thereon.

(d) No Material Adverse Change. As a condition benefiting Purchaser only, except as permitted in this Agreement, there shall have been no adverse change to the title to the Subject Property from the effective date of the Commitment, excluding any mortgage or liens of Seller which shall satisfy at Closing, and at Closing the Title Company shall be prepared and unconditionally committed to issue to Purchaser its owner’s policy of title insurance in the amount of the Purchase Price, insuring fee title to the Property in Purchaser subject only to the Permitted Exceptions and with “extended coverage” and such other endorsements that Purchaser reasonably requires (“Title Policy”).

(e) Zoning. As a condition benefitting both parties, Purchaser shall have obtain Site Plan Approval with the following (i) Site Plan Approval with 75 parking spaces to replace the existing surface parking spaces for public use plus the minimum required parking spaces for the zoning entitlement required under Title 6 of the City Code; and (ii) zoning for the Subject Property shall allow for the future use of the building as offices and associated uses for the operation of office space. The 75 parking space in the new development will be provided at
no cost to the City, meaning no discount in the purchase price. Purchaser must provide a public parking easement to the City to be recorded against the property.

Purchaser and Seller both have the right to terminate this Agreement in the event of the failure of any Condition Precedent at or before Closing. Should this Agreement be terminated by Purchaser due to the failure of any Condition Precedent, the Deposit shall be forthwith returned to Purchaser by the holder thereof and all parties hereto shall be released and relieved from any and all further obligations hereunder or arising herefrom except as herein provided. If this Agreement is terminated by the Seller due to the failure of Condition Precedent (c)(i) or a failure to close by Purchaser in accordance with terms of this Agreement, then, provided Seller is not then in default of this Agreement, the Deposit shall be paid over to Seller and all parties hereto shall be released and relieved from any and all further obligations hereunder or arising herefrom except as herein provided.

7. **Representations, Warranties and Covenants of Seller.** As a material inducement to Purchaser to execute this Agreement and to close the transaction contemplated hereby and to pay the Purchase Price therefore, Seller warrants and represents to Purchaser that as of the date hereof and as of the Closing:

(a) Seller has the legal capacity to execute and deliver this Agreement and to execute and deliver all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement and the consummation of the sale of the Property.

(b) Neither the execution and the delivery of this Agreement, the assumption of the obligations set forth in this Agreement, the consummation of the transactions contemplated in this Agreement, the performance of the covenants and agreements set forth in this Agreement nor the compliance with the terms and provisions of this Agreement will conflict with, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, loan or other agreement or instrument to which the Seller is a party, or by which the Seller or its property may be bound.

(c) No approval or consent not already obtained by any person or entity is necessary in connection with the execution and delivery of this Agreement by the Seller or the performance of the Seller’s covenants and agreements under this Agreement. The Seller agrees to work in good faith to facilitate Purchaser’s due diligence inspections and to assist and support Purchaser’s efforts to obtain the Site Plan Approval in a timely manner. Without limitation, upon request from Purchaser, Seller shall execute such applications and other necessary documents and provide such information that may be required or reasonably requested to obtain the Site Plan Approval (including submittals to the City of Evanston and other applicable governmental agencies), provided that Seller shall not be required to incur any liability as a consequence of such applications and submittals (unless Purchaser agrees to reimburse or indemnify Seller for the same). Further, upon request from Purchaser, Seller or its designated representatives shall attend public hearings and meetings with City of Evanston staff personnel.
(d) Seller is not aware of any judicial, administrative or similar proceeding affecting the Subject Property or Seller's ability to perform its obligations under this Agreement.

(e) Seller has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Seller filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.

(f) Seller has good, marketable and insurable title to the Subject Property in fee simple and subject to no liens or encumbrances whatever other than (i) the Permitted Exceptions and (ii) monetary liens that will be satisfied and released by Seller at or prior to Closing.

(g) As of the Closing contemplated hereby, there shall be no unpaid bills for labor performed or materials supplied incident to the Subject Property, any of which will be paid off at Closing. A no-lien affidavit stating same will be delivered by Seller to Purchaser at Closing.

(h) To Seller's knowledge, there are no pending or contemplated condemnation or eminent domain proceedings which would affect any portion of the Subject Property.

(i) Seller is not a party to and the Subject Property is not affected by any lease or other occupancy agreement, or any service, maintenance or property management agreements or any contracts or other agreements of any kind with respect to the Subject Property which is not reflected in the Permitted Exceptions; and Seller will not, without the prior written consent of Purchaser, enter into or amend any agreement, contract or lease which will be effective following the Closing.

(j) To Seller's knowledge there is no pending or threatened litigation involving the Subject Property.

(k) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, so as to require the withholding of any portion of the Purchase Price for Federal income tax purposes, and Seller agrees to execute, at Closing, an affidavit evidencing same.

(l) The Subject Property is not the subject of a right of first refusal or option to purchase in any third party.

(m) The parties executing this Agreement are duly authorized to bind Seller without the further authorization of any person or entity.
(n) Seller shall, until Closing, maintain the Subject Property in its existing condition and carry such reasonable and customary liability insurance.

(o) Seller has not received written notice of the violation (actual or asserted) of any law, statute, code, ordinance, rule, regulation, court order or other legal requirement (collectively, "Laws") applicable to the Property, including (without limitation), any Laws pertaining to hazardous or toxic materials or conditions and any Laws pertaining to human health or welfare or the protection of the environment. To Seller's knowledge, no party has released, generated, produced, stored, treated, processed, transferred or disposed of any hazardous or toxic materials on the Subject Property.

(p) Seller has delivered to Purchaser all of the Documents in Seller's possession or control and all such Documents are, to Seller's knowledge, true, correct and complete in all material respects.

(q) The representations and warranties of the Seller set forth in this Paragraph 7 shall be made as of the date hereof and shall be true and correct as of the Closing Date with the same force and effect as if made at that time and will survive Closing for 6 months.

8. Representations and Covenants of Purchaser. The Purchaser hereby represents and warrants as to the Seller and covenants and agrees with Seller as follows:

(a) Purchaser is a limited liability company duly organized and existing under the laws of the State of Illinois, with the legal capacity to execute and deliver this Agreement and to execute and deliver all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement and the consummation of the purchase of the Property.

(b) Neither the execution and the delivery of this Agreement, the assumption of the obligations set forth in this Agreement, the consummation of the transactions contemplated in this Agreement, the performance of the covenants and agreements set forth in this Agreement nor the compliance with the terms and provisions of this Agreement will conflict with, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, loan or other agreement or instrument to which the Purchaser is a party, or by which the Purchaser or its property may be bound.

(c) No approval or consent not already obtained by any person or entity is necessary in connection with the execution and delivery of this Agreement by the Purchaser or the performance of the Purchaser's covenants and agreements under this Agreement. Without limiting Purchaser's rights under Paragraph 6, Purchaser agrees to work in good faith during the Due Diligence Period and Approval Period and attempt to obtain the Site Plan Approval in a timely manner.

(d) The Purchaser is not aware of any judicial, administrative or similar proceeding which could materially and adversely affect the Purchaser's ability to perform its obligations under this Agreement.
(e) Purchaser will record a covenant in the form of a deed restriction that will ensure that the Subject Property and future building remains subject to and pays property taxes. If a tax exempt entity subsequently purchases the Subject Property or the building, or a portion thereof, the future entity will pay the equivalent of property taxes owed to the taxing districts.

(f) Purchaser has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Purchaser filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.

(g) Except as set forth in this Agreement, Purchaser acknowledges and agrees that the Purchaser is relying solely upon its own inspections, investigations, analysis and independent assessment of the Property in determining whether to acquire the Property. The Purchaser also hereby agrees that the Seller sells the Property, and the Purchaser purchases and accepts the Property, in AS IS – WHEREIS CONDITION, WITH ALL FAULTS, without any warranties, representations, guarantees, statements, agreements, studies, reports, descriptions, guidelines or other information or materials whether oral or written, expressed or implied, of any kind or nature from the Seller, except as expressly set forth in this Agreement, and Seller has no responsibility to make any improvements to the Property. The Purchaser assumes all risks of the Property including, without limitation, the physical condition of the Property, compliance of the Property with any federal, state or local laws, statutes, ordinances, regulations, rulings, etc., or the suitability of the Property for any existing or future uses, subject to the terms of this Agreement.

(h) In the event Purchaser closes in accordance with this Agreement, shall be deemed to acknowledge, understand and agrees as follows: (i) the Purchaser is aware of the physical and geological condition of, and the status of title to, the Property and the Purchaser acknowledges that the Seller and the Seller's representatives have made no representations or warranties, regarding the physical and geological condition of, and status of title to, the Property or the suitability of the Property for the Purchaser's proposed use, except as expressly set forth in this Agreement; (ii) the Purchaser is satisfied with the soils and the soil compaction of the Property; (iii) the Purchaser has evaluated the environmental condition of the Property, has conducted all environmental tests and assessments of the Property which the Purchaser believes are necessary, and is satisfied with the environmental condition of the Property; and (iv) the Purchaser has examined the zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property and the Purchaser assumes all risks relating to such zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property.

(i) Subject to the terms of this Agreement, in the event Purchaser closes in accordance with this Agreement, the Purchaser hereby releases the Seller and Seller's representatives from all responsibility and liability regarding the condition (including, without limitation, the presence at or near the Premises of materials or substances that have been or may
be in the future determined to be toxic, hazardous, undesirable or subject to regulation and that
may need to be specially treated, handled and/or removed from the Property under current or
future federal, state and local laws, regulations or guidelines, whether or not considered to be one
of the Hazardous Materials), valuation, marketability, compliance with laws, or utility of the
Property, or its suitability for any purpose whatsoever, except that the foregoing shall not limit
Purchaser’s remedies in the event of a breach of Seller’s express representations or warranties
hereunder.

(j) The representations and warranties of the Purchaser set forth in this
Paragraph 8 shall be made as of the date hereof and shall be true and correct as of the Closing
Date with the same force and effect as if made at that time.

9. Inspections; NFR Letter. Seller hereby grants to Purchaser and Purchaser’s
agents, employees, servants and contractors the right to go upon the Subject Property during the
term of this Agreement and make such tests and investigations and do such things, including, but
not limited to, surveying of the Subject Property as Purchaser shall deem necessary or
appropriate, including, but not limited to, tests and investigations that may be necessary for
Purchaser to determine that Purchaser can utilize the Subject Property for its contemplated use.
All of Purchaser’s costs and expenses incurred in connection with its due diligence at the
Property, including without limitation, all inspection and testing, and obtaining and reviewing
reports, appraisals, materials and documents are the sole and absolute responsibility of Purchaser
and such obligations to pay these costs and expenses shall not be a credit against the Purchaser’s
obligation to pay the Purchase Price at Closing. Neither Purchaser, nor any of its agents or
representatives, shall damage the Property or any portion thereof unless the same shall promptly
be repaired by Purchaser at Purchaser’s sole cost and expense. Purchaser shall indemnify and
hold Seller harmless for damage to persons or property from any claims, demands, actions,
lawsuits, damages, construction liens against the Subject Property and costs, including
reasonable attorneys’ fees, arising out of any act or omission of Purchaser, or its agents and/or
representatives, in connection with Purchaser’s due-diligence review, investigations, tests and
surveys; provided, however, that Purchaser shall not be liable for the mere discovery of any pre-
existing condition at the Subject Property. The foregoing indemnity shall survive the termination
or cancellation of this Agreement and shall survive Closing.

10. Conveyance. The conveyance of the Subject Property by Seller to Purchaser shall
be by special warrant deed in a form sufficient to vest title in Purchaser pursuant to Paragraph 5.
Seller and Purchaser acknowledge that time shall be of the essence as to all acts of Purchaser and
Seller hereunder. Seller agrees to execute and deliver to Purchaser, at Closing an assignment of
the Intangibles and, if applicable, a bill of sale in customary form conveying any personality
associated with the Subject Property. Seller shall also deliver to Purchaser at Closing (i) a
Foreign Investment in Real Property Tax Act affidavit executed by Seller, (ii) evidence of the
existence, organization and authority of Seller and of the authority of the persons executing
documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy, and
(iii) such other documents as may be reasonably necessary or required by the Title Company to
effectuate the transaction contemplated herein. Seller and Purchaser shall each deposit with
Escrow Agent an executed closing statement consistent with this Agreement in the form required
by Escrow Agent.
11. Closing

(a) Unless extended by any other provisions of this Agreement, the "Closing" of the transaction contemplated by this Agreement (execution and delivery of the special warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) shall take place upon the date selected by Purchaser by notice to Seller at least five (5) business days in advance of such date, but in any event on or before sixty (60) days after the expiration of the Approval Period.

(b) Seller agrees to execute at Closing an undertaking required by the Title Company to delete the "gap" exception.

12. Expenses. The parties agree that the following shall be the schedule of obligations with respect to the Closing expenses hereunder, to wit:

(a) Seller shall pay for:

(i) any state, county and municipal documentary stamp taxes (or other transfer taxes) and surtaxes, if any, on the special warranty deed; and

(ii) the premium for the Title Policy providing coverage equal to the Purchase Price (including extended coverage but not any other endorsements), and the cost of correcting any title defects;

(iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;

(iv) all prorations to and including the Closing Date for real estate taxes, special assessments or fees, water bills, utility charges or other similar expenses.

(b) Purchaser shall pay for:

(i) the cost of its due diligence, including any survey;

(ii) the recording of the special warranty deed and any other conveyance documents, or mortgage, deed of trust, assignments of rents, financing statements or similar documents evidencing or securing the obligations of the Purchaser under a mortgage loan or other loan secured by the Property;

(iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;
(iv) the premium on the Title Policy for coverage in excess of the Purchase Price and costs for any endorsements thereto (other than extended coverage); and

(v) all of the costs of the premium and related costs charged by the Title Company for the issuance of any mortgage title insurance policy and any endorsements thereto.

(c) All governmental and quasi-governmental improvement liens which have been certified as of the Execution Date shall be paid by Seller and, if not certified, Purchaser shall receive a credit, at Closing, in an amount equal to 150% of the latest estimate therefor by the applicable governmental agency, provided that, upon request by either party hereto, the parties hereto shall, upon the actual amount of such lien being established, make whatever adjustments are necessary to reflect the actual amount of the lien notwithstanding the fact that the Closing of the transaction contemplated by this Agreement has occurred.

(d) Accrued and unpaid real property taxes and personal property taxes shall be prorated as of the date of Closing on an accrual basis based on the parties’ respective periods of ownership, and Purchaser shall receive a credit for 110% of the estimated accrued and unpaid real property taxes and personal property taxes relating to Seller’s period of ownership. If the Closing occurs on a date when the taxes for the year of Closing are not fixed, but the then-current year’s assessment is available, taxes for such year will be prorated based upon such assessment. If such year’s assessment is not available, taxes will be prorated based upon the then-prior year’s tax. Except as otherwise specifically provided in this Agreement, all expenses and revenues of the Subject Property shall be prorated or credited as the case may be to the day of Closing. The provisions of this Paragraph shall survive the Closing. Any parking taxes owed to the City of Evanston will be paid prior to Closing by the Seller.

13. Possession. Possession of the Subject Property shall be delivered by Seller to Purchaser at Closing. Risk of loss to the Subject Property between the Execution Date and the date of the Closing shall be upon Seller. Notwithstanding the delivery of Possession at Closing, the parties agree that the City may continue to use the Subject Property as a surface parking lot until such time that the Purchaser provides 45 days’ notice that it intends to break ground and commence construction, subject to Purchaser’s right to conduct pre-construction tests on the Property, including but not limited to material testing of soils.

A. Parking License. Purchaser grants to Seller and its Permittees (hereafter defined) a revocable license to use the Subject Property as a surface parking lot (the “Licensed Area”) for no fee. Purchaser acknowledges and agrees that Seller and its Permittees shall have the right to use the Licensed Area as provided herein and further right to enforce parking rights in the Licensed Area by the posting of signs and the towing of cars at the car owner’s expense, if necessary. The improvements situated from time to time in the Licensed Area are hereinafter referred to as the “Licensed Improvements.” This License allows the Property to remain an active use prior to construction as an integral part of the downtown area.

B. Removal of Fixtures on Property. Following notice of Purchaser’s intention to break ground and commence construction, the City will remove the parking meters, solar panels, and
other parking lot related fixtures present on the property within 45 days. These fixtures are not included in the sale price.

14. **Condemnation.** In the event that any condemnation or eminent domain proceedings are threatened or instituted at any time prior to the Closing hereunder which results in or could result in the taking of any part or all of the Subject Property, Purchaser, by written notice given within thirty (30) days after notification thereof from Seller (and the Closing Date shall be extended accordingly to allow for such notice period, if necessary), shall have the option of: (i) canceling this Agreement, in which event the Deposit shall be forthwith returned by the holder thereof to Purchaser and upon such repayment, this Agreement shall be null, void and of no further force or effect and all parties hereto shall be released and relieved from any and all further liability or obligations hereunder, except those that survive termination of this Agreement; or (ii) Closing the transaction contemplated by this Agreement, in which event the Purchase Price shall not be abated; provided, however, that Seller shall assign (with any necessary third-party consents) any condemnation or eminent domain award and its right to receive same to Purchaser. Seller agrees not to enter into any settlement of any condemnation proceedings or eminent domain proceedings without the prior written consent of Purchaser, and Seller agrees to immediately notify Purchaser in the event any condemnation or eminent domain proceeding be threatened or instituted. Purchaser’s right to consent to any such settlement shall terminate on the date contemplated for Closing pursuant to this Agreement in the event Purchaser has not closed by such date.

15. **Anti-Terrorism and Anti-Money Laundering Compliance**

(a) **Compliance with Anti-Terrorism Laws.** Neither the Purchaser, the Seller, nor any person who owns a direct controlling interest in or otherwise controls the Purchaser or the Seller, or any assignee of the Purchaser, is (i) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of Treasury, and/or on any other similar list ("Other Lists" and collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, the "OFAC Laws and Regulations"); or (ii) a person (a "Designated Person") either (A) included within the term "designated national," as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders").

(b) **No Violation of Anti-Money Laundering Laws.** Neither Purchaser, any assignee of the Purchaser, nor any holder of a direct interest in an assignee of the Purchaser (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (ii) has been assessed civil penalties under any Anti-Money Laundering Laws, or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. For purposes of this Paragraph 15, the term "Anti-Money Laundering Laws" means the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq. ("BSA"), and all applicable laws, regulations and governmental guidance on BSA

16. **1031 Exchange.** The parties acknowledge that Seller, or its assignees, may structure the sale of this Property so as to qualify for like-kind exchange treatment pursuant to §1031 of the Internal Revenue Code or other provisions providing favorable tax treatment. Accordingly, prior to each Closing, Seller reserves the right to assign this Agreement to a qualified exchange intermediary or other third party to the extent necessary to facilitate the exchange and shall give written notice of such assignment identifying the assignee at or prior to each Closing. As an accommodation to Seller, Purchaser agrees to accept performance pursuant to this Agreement from Seller’s assignee to the extent of such permitted assignment and to perform pursuant to this Agreement for the benefit of Seller’s assignee, provided that Purchaser shall not be required to acquire replacement property for Seller or to incur any additional expense therefor and title to the Property shall be conveyed directly from Seller to Purchaser by the deed as required by this Agreement. Notwithstanding the foregoing, Seller shall remain primarily liable for the performance of the terms of this Agreement. If Purchaser desires to structure its acquisition of the Subject Property to qualify for like-kind exchange treatment pursuant to §1031 of the Internal Revenue Code or other provisions providing favorable tax treatment, Seller shall reasonably cooperate with Purchaser to effectuate the same.

17. **Closing Representations.** The obligations of Purchaser and Seller under this Agreement are subject to all of the representations and warranties of the other party contained in this Agreement having been true and correct in all material respects on the date hereof and on the date of Closing.

18. **Default.**

(a) If Purchaser shall default in the payment of the Purchase Price or otherwise default in any of the terms, covenants and conditions of this Agreement on the part of Purchaser to be performed in any material respect, or if any of the representations and warranties made by Purchaser herein shall be in any respect untrue in any material respect, Seller shall, as its sole and exclusive remedy, retain the Deposit as full and agreed upon liquidated damages in full settlement of any and all claims against Purchaser for damages or otherwise and Purchaser shall have no other or further liability hereunder other than any liability under any indemnification provisions in this Agreement. The parties acknowledge that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Purchaser's default because the exact amount of damages is incapable of ascertainment. Notwithstanding any provision of this Agreement to the contrary, Purchaser shall not be in default hereunder, unless Seller shall have provided written notice of the alleged default and a period of ten (10) days after receipt of notice to cure same.

(b) If on or before the Closing:

(i) Seller is unable to deliver good, marketable and insurable title to the Subject Property subject only to the Permitted Exceptions, it being acknowledged by Purchaser that Seller is not obligated to cure title
objections (other than as expressly set forth in Paragraph 5) as set forth in Paragraph 5; or

(ii) Seller shall have failed to comply with any other material term, provision, covenant, agreement or condition of this Agreement; or

(iii) any of the representations and warranties made by Seller herein shall be in any respect untrue in any material respect,

and if such failure, default or misrepresentation is not cured by Seller within ten (10) business days after notice thereof from Purchaser, then the Deposit shall immediately be returned to Purchaser, and Purchaser shall have the right:

(A) to cancel this Agreement by giving written notice to Seller whereupon this Agreement shall be deemed to be terminated, and Seller shall reimburse Purchaser for its actual out-of-pocket expenses incurred in connection with pursuing the transaction contemplated hereunder; or

(B) to take title subject to the defect, exception, objection, inaccuracy or failure; or

(C) to pursue an action for specific performance.

Without limiting Purchaser's rights contained in this Paragraph, in case of a Seller lien or Seller encumbrance on the Subject Property which can be removed at the time of Closing by payment of a liquidated amount, Seller covenants and agrees, at Purchaser's request, to remove such lien or encumbrance at Closing so that the Subject Property can be conveyed to Purchaser free of same except non-delinquent real estate taxes which are not yet due and payable.

19. Attorney's Fees. In connection with any litigation arising out of this Agreement, the each party to cover its own costs and expenses incurred, including, but not limited to, attorneys' fees actually incurred.

20. Notices. All notices pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery, as confirmed by electronic transmission (if notice is delivered by email transmission), (iii) on the day one (1) business days after deposit with an nationally recognized overnight courier service (if notice is delivered by internationally recognized overnight courier service), or (iv) on the third (3rd) business day following mailing, if within the United States, by first class United States mail, postage prepaid, certified mail, return receipt requested (if notice is given in such manner).

Notices as to Seller shall be sent to:
The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Wally Bobkiewicz, City Manager
Email: wbobkiewicz@cityofevanston.org

With a copy to:
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: W. Grant Farrar, Corporation Counsel
Email: gfarrar@cityofevanston.org

Notices as to Purchaser shall be sent to:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

The place to which any party hereto is entitled to receive any notice may be changed by such party by giving notice thereof in accordance with the foregoing provision. Attorneys for either party may give notices on behalf of their respective clients.

21. **Brokers.** Each party hereto represents and warrants to the other party that it has not employed or retained any broker, finder or other intermediary in connection with the transactions provided for in this Agreement and that it has not had any dealings with any person or entity which may entitle such person or entity to a fee or commission, except Tim Rosinski at Coldwell Banker for Seller. Seller agrees that Seller is solely responsible for all fees, commissions and other payments due to the named broker. Additionally, each of the parties agrees that, should any claim for a commission or fee be made by another broker, then the party breaching the representation and/or warranty set forth in this Paragraph 21 will indemnify, defend and hold harmless the other party from and against any and all claims, liabilities, damages, expenses (including, without limitation, reasonable attorneys' fees) and costs resulting from such claim for a commission or fee.

22. **Intentionally Deleted.**

23. **Exclusivity.** From the Execution Date through the termination of this Agreement or the Closing, as applicable, Seller will not discuss or negotiate with any third party the sale or other disposition of any of the Subject Property, or enter into any contract (whether binding or not) regarding any sale or other disposition of the Subject Property.

24. **Venue.** This Agreement shall be governed by and enforced and construed under the laws of the State of Illinois.

25. **Assignment.** Purchaser shall have the absolute right and power to assign this Agreement and its interests in this Agreement to an entity affiliated with Purchaser or its principals, provided that such assignment should not relieve it of its obligations under this
Agreement, and Seller shall close the transaction contemplated by this Agreement with such assignee; otherwise, this Agreement is not assignable.

26. **No Recording.** The Purchaser agrees it shall not record this Agreement or a memorandum hereof, and in the event the Purchaser does record this Agreement or a memorandum of this Agreement, then the Purchaser shall be deemed in default hereunder, and at the option of the Seller, the Purchaser’s rights under this Agreement shall be null and void, and of no further force and effect and the Seller shall have the right to exercise all of its rights and remedies under this Agreement.

27. **Terms.** Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

28. **Miscellaneous.**

   (a) This Agreement shall not be construed more strictly against either party, it being acknowledged that each party actively participated in the preparation of this Agreement.

   (b) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and/or assigns.

   (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. This Agreement may be executed via telecopy or electronically.

   (d) No waiver or modification of any provision of this Agreement shall be effective unless it is in writing and signed by Purchaser and Seller, and shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

   (e) Time is of the essence with respect to all time periods set forth in this Agreement.

29. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Except where otherwise noted, the last day of any period of time described herein shall be deemed to end at 5:00 p.m. in the jurisdiction in which the Property is located.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

PURCHASER:

CHICAGO AVENUE PARTNERS LLC
A Delaware limited liability company

By:
Name: [Signature]
Title: [Position]

SELLER:

THE CITY OF EVANSTON

By: [Signature]
Name: [Name]
Title: [Title]

Approved as to form:
W. Grant Harrar
Corporation Counsel

By: [Signature]
EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as: 1714 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-015-0000

LOT 13 IN BLOCK 15 IN EVANSTON IN EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1718 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-014-0000

THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN EVANSTON IN THE EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
EXHIBIT B

ESCROW INSTRUCTIONS

1. **Investment and Use of Funds.** For purposes of this Exhibit B, the Deposit, including any interest thereon, shall be collectively referred to herein as the “Earnest Money.” The Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Purchaser, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. If the Closing under this Agreement occurs, the Escrow Agent shall deliver the Earnest Money into the closing escrow upon the instructions of Purchaser, to be applied against the Purchase Price.

2. **Termination before Expiration of Due Diligence Period.** The Due Diligence period under the Agreement expires on __________, 2017. If Purchaser elects to terminate the Agreement pursuant to the terms of this Agreement, Escrow Agent shall pay the entire Earnest Money to Purchaser two business days following receipt of a copy of the Due Diligence Termination Notice from Purchaser (as long as the current investment can be liquidated in two days). No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Purchaser by Escrow Agent. The Earnest Money shall be released and delivered to Purchaser from Escrow Agent upon Escrow Agent’s receipt of a copy of the Due Diligence Termination Notice despite any objection or potential objection by Seller. Seller agrees it shall have no right to bring any action against Escrow Agent which would have the effect of delaying, preventing, or in any way interrupting Escrow Agent’s delivery of the Earnest Money to Purchaser pursuant to this Section, any remedy of Seller being against Purchaser, not Escrow Agent.

3. **Termination after Expiration of Due Diligence Period.** Except as otherwise expressly provided herein, at any time after the expiration of the Due Diligence Period, upon not less than 5 business days’ prior written notice to the Escrow Agent and the other party, Escrow Agent shall deliver the Earnest Money to the party requesting the same; provided, however, that if the other party shall, within said 5 business day period, deliver to the requesting party and the Escrow Agent a written notice that it disputes the claim to the Earnest Money, Escrow Agent shall retain the Earnest Money until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

4. **Interpleader.** Subject to Section 2 above, in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money’s disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent’s option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent.
5. **Liability of Escrow Agent.** The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any loss, cost or expense incurred by Seller or Purchaser resulting from the Escrow Agent’s mistake of law respecting the Escrow Agent’s scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys’ fees, incurred in connection with the performance of the Escrow Agent’s duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of the Escrow Agent.
EXHIBIT 2

SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT
SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

This Second Amendment to Agreement for Purchase and Sale (this “First Amendment”) is made this ____ day of __________, 2018 by and between the City of Evanston (“Seller”) and Chicago Avenue Partners, LLC, an Illinois limited liability company (“Purchaser”).

RECITALS

A. On October 26, 2017, the parties hereto executed an Agreement for Purchase and Sale (the “Agreement”) setting forth the terms under which Purchaser shall purchase and Seller shall sell certain property located at 1714-1720 Chicago Avenue, Evanston, Illinois.

B. Section 6(b) of the Agreement provides for Purchaser to have a period to seek municipal and other approvals for the development of the Subject Property (called the “Approval Period”), and during the pendency of the Approval Period Purchaser has the right in its discretion to terminate the Agreement.

C. On July 24, 2018, the Parties entered into an amendment providing the Purchaser an extension for the approval period to December 12, 2018. Purchaser is still in the process of seeking approvals for the development of the Subject Property but needs additional time to seek such approvals before it will commit to waiving its right to terminate the Agreement.

D. Seller is willing to extend the Approval Period to give Purchaser additional time to obtain approvals for the development of the Subject Property.

NOW, THEREFORE, in consideration of the Recitals which by this reference are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Terms defined in the Agreement shall have the same meanings when used in this First Amendment.

2. Deposit. In consideration of the City granting a second extension to the Buyer, the deposit will be non-refundable. Section 4(a) of the Agreement is hereby amended to provide that the deposit issued by the Purchaser pursuant to Agreement is non-refundable as of the date of Execution of this Amendment.

The language is amended to read:

(a) On November 29, 2017, the Purchaser deposited earnest money with Chicago Title and Trust Company, 10 South LaSalle St. Suite 3100, Chicago, IL 60603 ("Escrow Agent") in the sum of Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit"), as Escrow Agent, at the expense of Purchaser, pursuant to the terms and provisions of Exhibit B. On the Effective Date of the Second Amendment, the Deposit is non-refundable. Buyer will direct the Escrow Agent to wire the funds
to the City of Evanston within 5 business days of the Effective Date. If the transaction closes, in accordance with Paragraph 11, the City will provide a credit at closing for the $50,000. If the transaction does not close and the agreement is terminated, the City will retain the funds and Purchaser may not seek any reimbursement for costs associated with the transaction or refund of the Deposit.

3. **Approval Period.** Section 6(b) of the Agreement is hereby amended to provide that the Approval Period shall expire at 5:00 p.m. Central Time on June 12, 2019.

4. **Effect of Amendment.** All provisions of the Agreement not amended hereby shall remain in full force and effect.

**SELLER:**

**CITY OF EVANSTON, ILLINOIS**

By: ________________________________
Name: ______________________________
Title: ______________________________

**PURCHASER:**

**CHICAGO AVENUE PARTNERS LLC,** an Illinois limited liability company

By: ________________________________
Name: ______________________________
Title: ______________________________
Memorandum

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

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

Subject: Resolution 109-R-18, Easement agreement for existing sidewalk in the alley adjacent to 324 Dempster Street

Date: November 29, 2018

Recommended Action:
Staff recommends City Council adopt Resolution 109-R-18 authorizing the City Manager to execute an easement agreement with the property owner of 324 Dempster Street for a two and a half feet wide by seventy five feet long easement in the alley adjacent to property. The easement would be granted for a 50 year period.

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

Summary:
The property at 324 Dempster Street is approximately one hundred thirty years old and the property has been built to the property line without any setbacks. The alley adjacent to the building is eleven feet wide and there is an existing concrete sidewalk adjacent to building on the east side. The alley is narrow and the sidewalk encroaching the alley right-of-way protects the building from the vehicles using the alley. The current property owner purchased the property in 2016 and then reconstructed the existing concrete sidewalk that was deteriorating. The sidewalk encroaches the alley right-of-way two and one half feet for seventy five feet along the building as shown on the attached plat of easement. The sidewalk is necessary to protect the building and an easement is required to maintain the sidewalk in the public right-of-way.

Attachments:
Resolution 109-R-18
Easement Agreement with Plat of Easement and Legal Description
109-R-18

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute an Easement for Existing Sidewalk in the Alley Adjacent to 324 Dempster Street

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

SECTION 1: The City Manager is hereby authorized to execute an Easement Agreement with the owner of the property located at 324 Dempster Street (the “Subject Property”) for the City to grant an easement for the existing sidewalk in the alley of the Subject Property. The Plat of Easement is attached hereto as Exhibit 1 and incorporated herein by reference.

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

SECTION 3: Resolution 109-R-18 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:
_______________________________
Devon Reid, City Clerk

Approved to form:
_______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: ______________, 2018
EXHIBIT 1

PLAT OF EASEMENT
PLAT OF EASEMENT
OF
THE NORTH 75.00 FEET OF THE WEST 2.50 FEET OF THE PART OF 11 FEET NORTH-SOUTH PUBLIC ALLEY, LYING SOUTH OF THE NORTH LINE OF LOT 3 EXTENDED EAST AND EAST OF THE EAST LINE OF LOTS 3 AND 4, IN D. H. WHEELER'S SUBDIVISION OF LOTS 22, 23 AND 24 IN BLOCK 74 IN VILLAGE OF EVANSTON IN SECTIONS 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 324 DEMPSTER STREET, EVANSTON, ILLINOIS
PERMANENT INDEX NUMBER: 11 - 19 - 202 - 002 - 0000

STATE OF ILLINOIS }   
COUNTY OF COOK }   

ROY G. LAWNCZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREOF DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

RIVER FOREST, ILLINOIS, JULY 2, A.D. 2018.

BY: ROY G. LAWNCZAK, LICENSED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSES EXPIRES: NOVEMBER 30, 2018
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2019
EASEMENT AGREEMENT

This Easement Agreement is entered into this ____ day of ___________, 2018, by and between the City of Evanston, an Illinois Home Rule Municipal Corporation (“Grantor”), and Abas Fard, an individual (“Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of real property used for a public right-of-way, an alley south of Dempster Street and East of Judson Avenue (“Subject Property”); and

WHEREAS, the Grantee owns the residential home with common address of 324 Dempster Street (P.I.N. 11-19-202-002-0000) (“Grantee’s Property”), which abuts the Subject Property; and

WHEREAS, Grantee installed a sidewalk on Grantor’s property on or about 2016 for the benefit of the Grantee’s Property as depicted in Exhibit A, Plat of Easement, and the sidewalk requires continual maintenance which the Grantee seeks to maintain; and

WHEREAS, Grantor has no use of the 2.50’ by 75.00’ strip of land and agrees to provide Grantee an easement to replace the fence as outlined in this Agreement,

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, the parties agree that:

1. The foregoing of Recitals are hereby incorporated herein and made part if hereof.

2. The Grantor hereby grants to the Grantee an exclusive easement on the Subject Property for fifty (50) years (“Easement Term”).
3. The Easement Premises shall run on the southern section of Dempster Street, as legally described on the Plat of Easement attached as Exhibit A. The Easement is 75 feet in length and 2.5 feet wide, for a total easement area of 187.5 square feet.

4. The Grantor will not assess an easement fee for the 50-year term.

5. The grant of easement shall be subject to the conditions that:
   a. Grantee cannot expand the scope of the Easement Premises without written consent of the Grantor.
   b. If the Easement Premises need to be accessed and disturbed for any Grantor operational issue and Grantor cannot reasonably address the issue presented without disturbing the Easement Premises, the City is entitled to remove the fence temporarily. Grantor is not liable to the Grantee for any damage to the fence. Any re-installation of the existing fence or a new fence must be performed at Grantee’s expense. Specifically, Grantee acknowledges that a Grantee owned water main is located in close proximity to the Easement Area. Any water main breaks or repair will result in fence removal to allow City of Evanston crews access to perform the necessary work to the water main.
   c. Grantee agrees to perform all necessary maintenance and repair to the fence throughout the Easement Term and if applicable, during the renewal easement term.

6. Indemnification. Grantee will hold harmless, indemnify and defend Grantor, its lessees, franchises, licensees, employees, agents, personal representatives, contractors, successors and assigns, against any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits liens, causes of actions and judgments (including, but not limited to reasonable attorney’s fees) arising out of, or in any way related to, or in connection with, or as a result or consequence of this easement and/or use of the Easement Premises or Grantee’s acts or omissions under this easement agreement, to the extent of Grantee’s willful or negligent exercise of rights and privileges granted by this easement agreement. The Grantee’s obligations in this section shall survive any termination or expiration of this easement agreement.

7. Release. Grantee shall enter upon the Easement Premises and conduct Grantee’s Work at its sole risk, cost and expense. Grantee hereby waives and relinquishes any and all claims, demands, loss, damage, liabilities, costs, expenses and all suits liens, causes of actions and judgments related to the subject matter of this easement agreement now or hereafter arising in Grantee or any of its employees’, contractors’ or agents’ favor occasioned by, directly or indirectly, the conditions of the Grantor’s Subject Property and the Easement Premises or any improvements thereon or any other facts or occurrences with respect to Grantee’s conduct under this easement agreement, other than willful or
negligent acts of Grantor. The Grantee’s obligations in this section shall survive any termination or expiration of this easement agreement.

8. This document contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this agreement shall be of no force and effect, and modifications to this agreement shall be in writing and shall be signed by all parties to this agreement.

9. This Agreement for an easement shall constitute a covenant running with the land binding upon the Grantors and any of the Grantors’ lessees, transferees, successors in interest, heirs, executors, and administrators.

10. The laws of the State of Illinois shall govern the terms of this agreement both as to interpretation and performance and any action brought to enforce the agreement shall be brought in the Circuit Court of Cook County.

11. This Agreement shall be recorded by the Grantee with the Cook County Recorder of Deeds notifying all future purchasers and other interested parties.

IN WITNESS THEREOF, this agreement is made the date signed by the City.

City of Evanston                             Abas Fard
By:_________________________              By: _________________________
  Wally Bobkiewicz, City Manager            Print: _______________________

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For City Council Meeting of November 12, 2018

Ordinance 121-O-18: Authorizing Ambulance Donation to NORTAF
For Introduction

Memorandum

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

From: Erika Storlie, Director of Administrative Services/Assistant City Manager
      Sean Ciolek, Division Manager of Facilities and Fleet
      Dave Waite, Fleet Supervisor

Subject: Ordinance 121-O-18, Donation of Ambulance to the North Regional Major Crimes Task Force Organization

Date: November 12, 2018

Recommended Action:
Staff recommends that City Council adopt Ordinance 121-O-18, directing the City Manager to donate an ambulance owned by the City to the North Regional Major Crimes Task Force, Major Crash Assistance Team (NORTAF MCAT). This vehicle has been determined to be surplus as a result of a new vehicle replacement being put into service.

Livability Benefit:

Summary:
North Regional Major Crimes Task Force's Major Crash Assistance Team is a joint group that responds to traffic crashes in 13 surrounding communities including Evanston. The team exists to assist member agencies with the investigation of fatal and severe injury motor vehicle crashes. This ambulance is no longer in top performing condition to serve as an active or even reserve ambulance for the City of Evanston. Instead of auctioning it, it is recommended that it be donated to the North Regional Major Crimes Task Force, Major Crash Assistance Team in order to still serve the City of Evanston along with surrounding communities in a lesser capacity.
## SURPLUS FLEET VEHICLES/EQUIPMENT

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<th>Department</th>
<th>Vehicle #</th>
<th>Vehicle Make/Model</th>
<th>Vehicle Model Year</th>
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**Attachments:**
Ordinance 121-O-18: Authorizing Ambulance Donation to NORTAF
AN ORDINANCE

Authorizing the Donation of an Ambulance to the North Regional Major Crimes Task Force Organization for Use by the Major Crimes Assistance Team

WHEREAS, the North Regional Major Crimes Task Force (NORTAF) has a team, Major Crimes Assistance Team (MCAT), that responds to fatal or potentially fatal traffic crashes in 13 surrounding communities, including Evanston; and

WHEREAS, the Evanston Police Department has several members on MCAT and the team responds to an average of 16 crashes per year, but have gone out up to 24 times in one year. MCAT utilizes an ambulance to store all the equipment used by our crash reconstructionists and forensic investigators while on the scene of the crash; and

WHEREAS, the City Council of the City of Evanston hereby finds that it is no longer necessary, practical, or economical to retain ownership of a certain ambulance as part of its fleet vehicles; and

WHEREAS, the City wishes to donate a 2005 International 4300 Medtec Box Ambulance (“Vehicle”) to NORTAF for use by MCAT pursuant to the terms and conditions contained in the Donation Agreement, attached as Exhibit 1,
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The above recitals are found as fact and made a
part hereof.

SECTION 2: That, pursuant to Section 1-17-3(B) of the City Code
of the City of Evanston, 2012, as amended, the City Council finds that the fleet
vehicle described in Exhibit 1, attached hereto and incorporated herein, has an
aggregate value in excess of one thousand five hundred dollars ($1,500.00).

SECTION 3: Pursuant to Section 1-17-3(B), the City Council
hereby authorizes and directs the City Manager to donate and convey evidence
of ownership of the ambulance now owned by the City of Evanston to NORTAF.

SECTION 4: All ordinances or parts of ordinances in conflict
herewith are hereby repealed.

SECTION 5: That if any provision of this ordinance or application
thereof to any person or circumstance is held unconstitutional or otherwise
invalid, such invalidity shall not affect other provisions or applications of this
ordinance that can be given effect without the invalid application or provision,
and each invalid application of this Ordinance is severable.

SECTION 6: That this Ordinance 121-O-18 shall be in full force
and effect from and after its passage, approval and publication in the manner
provided by law.
Introduced:_________________, 2018

Adopted:___________________, 2018

Approved:__________________________, 2018

_______________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________

Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
EXHIBIT 1

DONATION AGREEMENT

~4~

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CITY OF EVANSTON AND NORTAF MCAT

VEHICLE DONATION AGREEMENT

THIS AGREEMENT is entered into this ___ day of __________, 2018 by and between the City of Evanston (hereinafter, “City”), an Illinois municipal corporation, 2100 Ridge Avenue, Evanston, Illinois 60201 and North Regional Major Crash Assistance Team (hereinafter, referred to as “NORTAF MCAT”). The City and the Donor will be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the City wishes to donate a 2005 International 4300 with Medtec Box Ambulance (“Vehicle”) to NORTAF Major Crash Assistance Team pursuant to the terms and conditions contained herein; and

WHEREAS, NORTAF wishes to accept full ownership of the Vehicle from the City for the use and benefit of NORTAF MCAT operations, which provides assistance in fatal or potentially fatal traffic crashes in 13 communities, including Evanston; and

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

AGREEMENT

1. DONATION: Donor transfers all rights of ownership to the Vehicle listed on this Agreement below to NORTAF (the “Donation”). Donor will deliver the Vehicle to NORTAF free and clear of any liens, claims or other encumbrances of any type. Donor will furnish a signed, sworn and notarized Certificate of Title, attached hereto and incorporated herein as Exhibit "1", to NORTAF certifying that the Donation is free of liens, claims, and other encumbrances. This Section will survive termination of this Agreement.

   Vehicle Year:  2005   Vehicle Make:   International
   Vehicle Model:  4300 SBA LP   Vehicle Color:   Red
   Vehicle Identification Number (“VIN”):  1HTMNAAM5H162403
   Vehicle Mileage:  90,518   Vehicle Value:  $5,000

2. DONATION PURPOSE: Parties understand and agree that the Vehicle will be available for general use by NORTAF MCAT in accordance with NORTAF policies.
Further, the Vehicle will be maintained as an asset of in accordance with NORTAF policies for as long as it will be reasonable to do so.

3. LIABILITY. The will bear the risk of loss of, or damage to, the Vehicle until the Vehicle is delivered to NORTAF. Upon acceptance of the Vehicle, NORTAF will bear the risk of loss of, or damage to, the Vehicle. NORTAF hereby releases the City of Evanston of all future liability and claims. NORTAF will indemnify the City for any claims arising out its use of the Vehicle filed by third parties.

4. SALE OF VEHICLE. Should NORTAF wish to sell, donate, or otherwise divest itself of the Vehicle, NORTAF may do so without restrictions.

5. NOTICE. Notices under this Agreement are to be in writing and directed to:

City of Evanston:  
Attn: City Manager's Office  
2100 Ridge Avenue  
Evanston, Illinois 60201

NORTAF:  
Attn: Skokie Police Chief  
7300 Niles Center Road  
Skokie, Illinois 60077

With a copy to:
Law Department  
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201

6. APPLICABLE LAW. The law of Illinois, including its conflicts of law provisions, shall apply to interpretation and enforcement of this Agreement. Venue shall be within Cook County, Illinois. The parties waive trial by jury.

7. SEVERABILITY. In the event any provision(s) of this Agreement are found by a court of competent jurisdiction to be in violation of applicable law, provision(s) unaffected thereby shall be in effect.

8. ENTIRE AGREEMENT. This document represents the entire Agreement between the City and Donor. Any and all prior agreements, undertakings written and oral, are hereby superseded. This Agreement, and the terms, provisions, promises, covenants and conditions herein, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
IN WITNESS HEREOF, the Parties have caused this agreement to be executed and the Effective Date will be the date that the City executes the Agreement ("Effective Date").

NORTAF:  
By: _____________________________  
Print Name: ______________________  
Date: ____________________________

City of Evanston:  
By: _______________________________  
Print Name: _________________________  
Date: _______________________________
Exhibit 1
Certificate of Title
STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.
1HTMNAX5H162403
1HTMNAX5H162403

YEAR
2005
2005

MAKE
INTERNATIONAL
MEDTEC

MODEL
4000-SERIES 4300

BODY STYLE
REGLR CAB

TITLE NO.
X6005153022

DATE ISSUED
01/08/06

ODOMETER
288
268

DOMESTIC HOME SQ. FT.

MAILING ADDRESS
CITY OF EVANSTON
2020 ASBURY AVE
EVANSTON IL 60201-1262

TYPE OF TITLE
ORIGINAL

LEGEND(S)
ACTUAL MILEAGE

OWNER(S) NAME AND ADDRESS
CITY OF EVANSTON
2020 ASBURY AVE
EVANSTON IL 60201-1262

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN
The holder of a lien on the vehicle described in this Certificate does hereby state that the lien is released and discharged.


By

Signature of Authorized Agent

Date

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party

Address:

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE
The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

I certify that the following statements are true:

1. The mileage stated is in excess of the mechanical limits.
2. The odometer reading is not the actual mileage.

WARNING-ODOMETER DISCREPANCY

DATE OF SALE

Signatures of Buyer(s)

Printed Name

I am aware of the above odometer certification made by seller.

1. Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named lien and encumbrance, if any.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE, AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.

D39433572
CONTROL NO.

349 of 945
To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee  

From: Wally Bobkiewicz, City Manager  
Johanna Leonard, Community Development Director  
Paul Zalmezak, Economic Development Division Manager  

Subject: Ordinance 122-O-18, Authorization to Negotiate a Redevelopment Agreement and the Sale of City Property at 2222 Oakton to Clark Street Real Estate, LLC  

Date: November 26, 2018  

Recommended Action:  
Staff recommends City Council approval of Ordinance 122-O-18, “Authorizing the City Manager to Negotiate a Redevelopment Agreement and the Sale of City-Owned Real Property located at 2222 Oakton Street with Clark Street Real Estate, LLC”. A two-thirds majority of City Council is required to adopt Ordinance 122-O-18. Due to the single meeting in December, City Manager requests suspension of the Rules for Introduction and Adoption at the December 10, 2018 City Council meeting.  

Livability Benefits:  
Economy & Jobs: Retain and expand local businesses  

Summary:  
If authorized, the staff will negotiate a redevelopment agreement that establishes the following:  

1. Sale Price  
2. Due Diligence Period  
3. Use Restrictions  
4. Define the City Approval Period  
5. Site Plan Appearance terms/requirements  
6. Zoning Code Text Amendment Process Requirements  
7. Non-refundable contract deposit
Clark Street Real Estate proposes to purchase the building and the land currently serving as parking immediately adjacent (see the site plan in the attached proposal - lot 3 in the plat of survey) from the City and secure a long term lease with First Ascent for them to operate the climbing gym. Clark Street Real Estate proposes to work with the City to develop a comprehensive plan for the site including but not limited to: the negotiation of a redevelopment agreement, potential rezoning of the site, and design and construction guidelines. Enclosed with the proposal is a letter of intent to purchase the property for $1 million.

Upon successful conclusion of negotiations, staff will return at a later date to the City Council to seek authority to sell the property. Clark Street will be responsible for submitting plans for zoning review and approval as governed by the city code. In accordance with City Code, public notice of the City’s intent to lease the property will be placed in the Evanston Review. Public notice of a sale of city property is required to be published at least once in a daily or weekly newspaper in general circulation in the City. The public notice must be published not less than 15 days and no more than 30 days prior to the date by which the City will consider the adoption of the ordinance for the sale of the property.

Background:
First Ascent is a climbing gym with yoga, strength and cardio training facilities and personal training. First Ascent has four facilities in Chicago with plans to open new facilities in Arlington Heights, IL, and Peoria, IL by the end of 2019. Clark Street Real Estate proposes to purchase the property from the City and own the property and lease to First Ascent.

The First Ascent team proposes the following: 20,000 square feet of climbing with 250 routes to climb; a fitness area with cardio equipment and functional strength equipment; up to 60 yoga/fitness classes weekly; at least one community event every week; partnerships with local restaurants and retailers to offer experiences unique to Evanston; and after school youth programs focusing on fitness, agility, and social interaction.

The estimated total project costs is $3.25-$3.75 million. In addition to $1 million acquisition, Clark Street Real Estate estimates approximately $1 million to $1.5 million in building infrastructure/renovation costs. The First Ascent furniture, fixtures, and equipment is estimated to be $750,000. Soft costs are estimated at $300,000. The source of financing is traditional bank financing and equity. The proposal includes 45 parking spaces.

The owners of First Ascent estimate 1,500 members per facility, and 600 users per month for events and one-time uses. First Ascent has identified 2,100 visits from Evanston zip codes at their existing locations suggesting demand for their program. The team believes this site clearly offers unique and compelling synergies that are hard to
replicate in other locations specifically, the amenities offered at James Park, Quad Indoor Sports, and Dawes Elementary School.

Clark Street estimates the First Ascent tenant will serve as a community/regional anchor serving the north side of Chicago and adjacent North Shore communities. Programming for youth will provide opportunities for after school programs, summer camps, fundraisers, and youth parties typically provided by experience businesses found in neighboring communities. The proposal includes a link to a video depicting these activities: [https://vimeo.com/150355893](https://vimeo.com/150355893)

Clark Street estimates a number of direct and indirect economic benefits to the city, upon opening in August of 2020 including:

- $1 million purchase price
- $104,000 annual property tax for all taxing entities
- $17,000 annual property taxes to the City of Evanston
- $20,000 annual sales tax on $100,000 in food and retail sales
- Development will not seeking economic incentives, rent incentives/free rent, etc.

**RFQ/P Background:**

In July 2018, the City issued an RFQ/P for the former recycling center located at 2222 Oakton Street. Clark Street/First Ascent and Palmhouse Productions (Peckish Pig) responded to the RFP.

Four staff members representing the Community Development Department and the Public Works Agency reviewed the proposals. On September 13, 2018, staff and Alderman Rainey conducted in-person interviews with both Palmhouse and First Ascent/Clark Street Real Estate teams. Each team was given direction prior to the meeting to prepare a brief presentation of the proposal and be prepared for questions from the interview panel. Each interview was 60 minutes in total. Thereafter, staff scored the proposals using a scoring matrix.

Following the completion of the scoring, the scores from staff were totaled and averaged to create a composite score for each submission. The First Ascent proposal received a total score of 84 out of a possible 100 points and Palmhouse Productions received a total score of 68 out of a possible 100 points. Staff summarized the qualities of both unique responses. The Economic Development Committee debated and ultimately recommended staff seek authority to negotiate with Clark Street/First Ascent.

**Legislative History:**

On September 26, 2018, the Economic Development Committee voted 6-1, with one abstention, to recommend the City Council authorize the City Manager to negotiate the sale of 2222 Oakton to Clark Street.

**Attachments:**
- Ordinance 122-O-18
- Plat of Survey
- Clark Street RFP Response
AN ORDINANCE

Authorizing the City Manager to Negotiate a Real Estate Sale Agreement and Redevelopment Agreement for the City-Owned Property Located at 2222 Oakton Street

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

SECTION 1: The City Council hereby authorizes the City Manager to negotiate a real estate sale agreement and redevelopment agreement with Clark Street Real Estate, LLC, a Delaware limited liability company. This ordinance permits the City Manager to negotiate the sale of the City’s interests in all or a portion of the real estate legally described in Exhibit A, attached hereto and incorporated herein by reference, with a real property address of 2222 Oakton Street Avenue, Evanston, Illinois 60202.

SECTION 2: Pursuant to Subsection 1-17-4-2-(B) of the Evanston City Code, 2012, as amended (the “City Code”), an affirmative vote of two-thirds (⅔) of the elected Aldermen is required to accept the recommendation of the City Manager on the negotiation authorized herein. The City reserves the right to reject any and all negotiations.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

SECTION 5: If any provision of this Ordinance or application thereof to
any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Ayes: ______________
Nays: ______________

Introduced:______________, 2018
Adopted:______________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: _______________________
Approved as to form:

Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION


PIN: 10-25-100-023-0000

Address: 2222 Oakton Street, Evanston IL 60202 (commonly known as the “Recycling Center”)
August 13, 2018

Community Development Department  
ATTN: 2222 Oakton Street Responses  
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201

RE: Clark Street Real Estate Response to Request for Qualifications for 2222 Oakton Street in Evanston, Illinois

Dear City of Evanston Community Development Department:

Clark Street Real Estate is excited to submit our qualifications for the unique opportunity to reposition the land and building at 2222 Oakton in Evanston, Illinois. We along with our strategic partner and tenant First Ascent believe that we have the opportunity to transform this property into a truly distinct amenity for the City of Evanston.

We look forward to discussing with you in further detail after you have had a chance to review our submission.

Best regards,

Andy Stein

Andy Stein  
Principal – Clark Street Real Estate

Cc: Danny Rigoni, Clark Street Real Estate  
David Low, Clark Street Real Estate  
Joe Zentmyer, First Ascent  
Jon Shepard, First Ascent  
Andrew Becker, Mid-America Real Estate Group  
Tim Blatner, Fitzgerald Associates Architects
I. Qualifications Summary
II. Development & Operator Team Overview
III. Representative Projects and Expertise
IV. Current Projects
V. Financial Information
VI. References
VII. Point of Contact for Project
VIII. Project Proposal
I. Qualifications Summary
Qualifications Summary

THE TEAM

Clark Street Real Estate ("CSRE") and First Ascent Climbing & Fitness ("First Ascent") have formed a strategic partnership to pursue the opportunity to redevelop the city owned property at 2222 Oakton ("the Property") in Evanston, IL. CSRE and First Ascent ("the Team") intend to transform the former recycling center into a world-class indoor climbing gym. Since pursuing the original RFP issued in 2015, the team has continued to diligently pursue a location in Evanston as we believe the community will embrace and support such a facility.

The team brings together best-in-class operators in their respective fields. CSRE will leverage its substantial experience in the acquisition, financing, development, and construction of this facility, while First Ascent will contribute their vast knowledge and skills in operating a state of the art climbing gym. In addition, CSRE and First Ascent will work very closely with FitzGerald Associates Architects ("FitzGerald") to execute on a design and experience that embraces the spirit of the community.

Together, the assembled team has an established track record of successful and sustained projects, which is further highlighted in the subsequent sections of this submission.
Qualifications Summary

THE TEAM

Clark Street Real Estate
CSRE is a fully integrated, internally capitalized real estate development company based in Chicago. CSRE specializes in developing and redeveloping retail, medical office, industrial, and mixed-use properties ranging from single-tenant to large scale, complex projects. Principals of CSRE have deep relationships dating back 30 years and have developed more than 30 million square feet of property and have acquired more than 50,000 acres of land.

CSRE has been active over the last several years developing well located urban and suburban real estate. This has been exemplified through numerous projects:

• **The Emerson**: A dynamic, mixed-use project located in downtown Oak Park that contains a new flex-format Target, 418 car parking garage, and 271 luxury apartments.

• **Retail at the Fields**: A ground-up urban shopping center developed in the Logan Square neighborhood anchored by Petco and Ross Dress For Less.

In the local trade area, CSRE has been very active with two large projects:

• **Touhy Marketplace**: The redevelopment of a 15 acre former industrial site into a shopping center at the intersection of Touhy and Lawndale anchored by Walmart, PNC Bank, and Jollibee.

• **Floor & Décor**: The redevelopment of the former General Automation industrial facility at the northwest corner of Oakton and McCormick into a Floor & Décor retail store that specializes in all types of flooring.

Further information about the principals of CSRE as well as previous and current projects are further detailed in the following pages.
Qualifications Summary

The Team

First Ascent Climbing & Fitness

First Ascent is a locally grown, world class, and community-focused climbing gym operator based in Chicago. Collectively, the management team has over 35 years of experience in owning and operating climbing gyms.

Presently, First Ascent’s four facilities in Chicago’s Avondale, Uptown, Humboldt Park, and Loop neighborhoods have not only seen excellent performance and growth economically but have also had a positive impact as good neighbors and are key members of the communities where they are located. Thousands of First Ascent’s members visit their gyms weekly for climbing, as well as for use of their general fitness facilities, personal training, and yoga classes.

Additionally, please find a summary of First Ascent’s leadership team, current and proposed facilities, and an operations plan for this facility later in this submission.
FitzGerald Associate Architects
FitzGerald Associate Architects is a locally based, nationally recognized architecture firm. The FitzGerald team offers a wide array of services to its clients:
• Master Planned Communities
• Low, Mid, and High Rise Buildings
• Commercial and Industrial
• Renovations and Restorations
Given their track record and vast experience, they have found a way to excel in complicated projects to the satisfaction of landlords, tenants, municipalities, and residents. Further detailed in this submission, please find a select listing of the firm’s principals as well as past and current projects in the greater Chicago area.
II. Developer Overview

CLARK STREET REAL ESTATE
Background

CLARK STREET REAL ESTATE

Clark Street Real Estate specializes in the successful development and redevelopment of retail, industrial and mixed-use properties throughout the United States and abroad. The long-term relationships that we have established over the years with tenants, communities and industry professionals demonstrate our tremendous passion for the real estate business.

We have the tools and creativity to envision, plan, and execute a wide variety of projects, from urban in-fill to green field developments. Through our highly collaborative process, we ensure that these projects result in unique and special environments that meet the needs of retailers and strengthen relationships with the communities they serve.

Andy Stein, David Low, and Danny Rigoni will lead the CSRE team’s efforts on this project.
Andrew Stein  
**PRINCIPAL**

Andy is a founding Principal of Clark Street. His primary focus is the procurement and processing of development and redevelopment opportunities.

Andy Stein began his real estate career at Joseph Freed and Associates, a privately owned Chicago-based development company. As Vice President of Development he was involved in all aspects of development and leasing, including site selection, land acquisition, entitlement, and financing of projects. Some of the major projects Andy completed while at Freed include: Hilldale Mall in Madison, WI, Greeley Commons in Greeley, CO, Arborland in Ann Arbor, MI, and Evergreen Square in Peoria, IL. During his tenure at Freed, Andy was involved in more than 1.5 million square feet of development projects.

Andy is co-founder and an Emeritus member of the ICSC’s Next Generation program, current state chair of the Illinois ICSC State Committee, Urban Land Institute Member, and Executive Board Member of the Harold Eisenberg Foundation. Recently Andy was the recipient of the ICSC’s Inaugural “4 Under 40 Award”. Andy is a graduate of the University of Texas at Austin and holds the Certified Leasing Specialist (CLS) and Certified Property Executive (CRX) designations from ICSC.

David Low  
**VICE PRESIDENT DEVELOPMENT & CONSTRUCTION**

David joined Clark Street in 2008 as Vice President of Development and Construction. He currently leads all aspects of the design and construction process of Clark Street’s projects.

In 1987, David joined Equity Properties and Development as a Senior Project Manager. He was focused on major shopping center renovations, expansions, capex programs, environmental remediation, and implementing lease deals for over 9,000,000 square feet of regional shopping centers throughout the Midwest, Northeast, and Southeast States.

David later joined Leopardo Construction in 1997 as Project Executive. He and his team successfully completed hundreds of projects in the Chicago area for developers and national retailers.

David has over 30 years of construction and development experience, covering 24 states, commercial developments, complex renovations, mixed-use projects, retail repositioning/redevelopment, theater complexes, restaurants, industrial uses, medical office buildings, and large site developments. He earned his Bachelor of Science degree in Construction Technology and an Associate degree in Architectural Technology from Purdue University in 1978.
Danny Rigoni

ANALYST

Danny is an Analyst at CSRE. Danny’s entrepreneurial mindset and passion for the real estate industry are centered around the transformative ascetic, functional, and economic impact that can be created through successful real estate development.

Danny plays a collaborative role, working with the CSRE team throughout the entire development process. From conducting feasibility analysis, due diligence, project underwriting, design, financing, lease up and stabilization, construction execution, and completion, Danny takes a hands on approach to every CSRE initiative.

Born and raised in Chicago, Danny comes from a family with roots in the real estate industry and brings to the table experience in development, property management, and brokerage.

In 2016, Danny received a Bachelor of Science in Business with double majors in Real Estate and Entrepreneurship as well as double minors in Finance and Urban Planning and in 2017, a Master of Science in Real Estate (MSRE), both from DePaul University. Danny’s level of industry involvement goes beyond the workplace through his involvement as Co-Chair of REIA’s Emerging Leaders program and as an active member of ULI and ICSC.
Richard Hulina

**PRINCIPAL**

Dick is a founding Principal of Clark Street. He provides seasoned advice for the Company’s project acquisition, site layout and tenancy.

Dick began his real estate career with Sears and Homart Development Company in 1973 as Director of Regional Malls; VP of Land Development; and VP of Leasing. He oversaw regional mall development; developed peripheral land of over 40 regional malls and directed a staff of 35 leasing professionals. Chicago-area regional malls include: Northbrook Court, Louis Joliet Mall, Fox Valley Mall and Orland Square Mall among many others.

In 1984, while Partner and EVP of Vantage/Bradford, he formed the Retail Development Group which developed and leased more than one million square feet.

In 1989, Dick joined Hiffman Shaffer Associates (HSA) as a Principal / President of HSA Real Estate Acquisition & Development (HSA READ), where he developed over two million square feet of projects during his tenure.

Dick holds a Bachelor’s Degree in Civil Engineering from the University of Illinois and an MBA from the University of Chicago.

E. Thomas Collins

**PRINCIPAL**

Tom is a founding Principal of Clark Street. He oversees project acquisition, structures agreements, and provides a seasoned focus for the Company’s development efforts.

Tom began his real estate career at Massachusetts Mutual, American Fletcher Mortgage and Crocker Mortgage companies. In 1980, he joined Lake Development Ltd. as President. He was responsible for such notable buildings in Chicago as: Britannica Centre (310 S. Michigan), 318 S. Michigan, 33 E. Congress and the Civic Opera Building.

In 1985, he joined Hiffman Shaffer Associates, Inc. as EVP of Development, CFO and Principal of the firm. Tom was later named Vice Chairman, President and COO of HSA. During his tenure, Tom was responsible for financing, development and acquisition of over $1.6 billion in projects.

In 1999, he formed The Reliant Group, Ltd., which specialized in retail development and Collins Interests, Ltd., an asset management company for a portfolio of commercial properties.

Tom has a bachelor’s degree from Eastern Illinois University and an MBA from Western New England University.
Principal Resumes: CSRE

Peter Eisenberg
PRINCIPAL

Peter is a founding Principal of Clark Street. His primary focus is the procurement and execution of retail development and redevelopment projects for the Company. Peter began his career at The Reliant Group, a predecessor to CSRE, and continues to manage a portfolio of family real estate assets.

He is actively involved in the International Council of Shopping Centers, serving on the ICSC Foundation Board of Directors and on the Illinois State Committee. Peter is a Co-Founder and Emeritus Member of ICSC’s Next Generation National Advisory Group as well. He passionately supports The Harold E. Eisenberg Foundation, serving as President and a Founding Board Member.

Peter graduated from the University of Wisconsin-Madison with a Bachelor of Arts degree in Political Science. In addition, he earned a Juris Doctorate degree and an LL.M. in Real Estate Law with honors from The John Marshall Law School in Chicago, where he serves on the Advisory Board for the Center of Real Estate Law.

John Collins
PRINCIPAL

John is a founding Principal of Clark Street Real Estate. He is primarily responsible for debt and equity finance, acquisition analysis and asset management for the Company and its projects. John started his professional career in 2001 at LaSalle Bank in Chicago. He underwrote national and international real estate projects and companies including office, industrial, retail, self-storage and multi-family.

In 2003, John joined Collins Interests LTD as asset manager for a portfolio of over 30 properties totaling over 2.5 million sf of retail, industrial and office properties. His responsibilities included new developments, investment consulting, lease analysis and financing. He is currently Partner and continues to manage the portfolio.

John is a member of the Real Estate Investment Association of Chicago (REIA) and the International Council of Shopping Centers (ICSC). He is a graduate of Indiana University, Bloomington, majoring in Finance.
Jim Kurtzweil

PRINCIPAL

Jim is a Principal and founding member of Clark Street. He is primarily responsible for managing many of the Company’s development projects. Jim also helps operate the Company’s day-to-day operations.

Jim began his career at The General Electric Company / GE Capital in 1994. During his 13 year career, Jim completed GE’s Manufacturing Management Program which exposed him to various functions in GE’s industrial businesses. He went on to lead several origination teams within the GE Capital umbrella focused primarily on heavy equipment financing and leasing to small and mid-market firms, generating approximately $150 million in closed transactions. Jim also directly originated and closed over $65 million in real estate loans and related financings.

Jim obtained his MBA in Finance & Strategy with honors from the University of Chicago in 2003. He graduated from the University of Illinois in Champaign, IL with a Bachelor of Science degree in Mechanical Engineering in 1994. He is an Executive Board Member of the Harold E. Eisenberg Foundation since 2006.
II. Operator Team Overview

FIRST ASCENT CLIMBING & FITNESS
# First Ascent at a Glance

<table>
<thead>
<tr>
<th>Four Chicago locations: Avondale, Uptown, Humboldt Park, &amp; Block 37</th>
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<tbody>
<tr>
<td>80,000 square feet of climbing and fitness area</td>
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<table>
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<tr>
<th>Locally owned and operated</th>
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<tr>
<td>Dedicated to growing a climbing community</td>
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<table>
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<tr>
<th>Over 100,000 visitors last year</th>
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<tr>
<td>More than 4,000 members in Chicago</td>
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<tr>
<th>Two new locations opening in 2019: Arlington Heights &amp; Peoria</th>
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<tr>
<td>65,000 square feet of climbing and fitness area opening soon</td>
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<table>
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<tr>
<th>Target market is students and young professionals</th>
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<tbody>
<tr>
<td>Customers love us! 5-star reviews on Google, Facebook, and Yelp, at all locations</td>
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<table>
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<tr>
<th>150 new climbing routes a week</th>
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<tbody>
<tr>
<td>150 yoga and fitness classes a week</td>
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</tbody>
</table>

| Exciting social events with food, drinks, DJs |

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TEAM RESUMES:

Jon Shepard
(Business Development Officer)
A Harvard-trained business and technology attorney, Jon focuses his efforts on First Ascent’s business development. Jon and Joe work as a team to spearhead First Ascent’s business expansion, where Jon focuses business and real estate negotiations and legal transactions.
Jon has 8 years of business and intellectual property legal experience at Kirkland & Ellis LLP and Perkins Coie LLP, with a focus on entrepreneurial, venture capital, and intellectual property matters for start-up and growth-stage companies.

Joe Zentmyer
(Chief Financial Officer)
Joe is First Ascent’s CFO, with extensive finance experience at both startups and large multi-national corporations.
Joe enjoys being able to combine his financial experience with his passion for climbing. He views starting a gym as a way to give back to the Chicago climbing community that has contributed so much to his life.

Dave Hudson
(Youth Programming Director)
Dave has worked in the climbing industry for almost 25 years in various capacities: managing elite climbing facilities, organizing National level competitions and coaching athletes at the National and International levels.
Dave manages First Ascent’s programming and instruction, with a focus on youth programming and the competitive team.

Dan Bartz
(Director of Marketing and Adult Programming)
Dan leads First Ascent’s marketing efforts and all adult education and programming at the gym. A Teach For America alum with an engineering background and an entrepreneurial spirit, Dan loves both introducing new people to climbing, and then getting them hooked with world-class instruction, community, and climbing and fitness facilities.
Dan loves the way climbing connects people. Working on climbing projects with others fuels conversation and inspires people to push through their perceived limitations.
The following pages highlight a cross section of typical First Ascent customers as well as the culture and environment that is created at their facilities. As you will see, First Ascent creates the “experience” that drives its success.
THE “TYPICAL” FIRST ASCENT CLIMBER

Amy T.
30 years old, works in consulting

- Started climbing 5 years ago
- Enjoys going to the gym to work out and hang out with her friends
- Goes climbing outdoors with friends she met at the First Ascent
- After climbing, goes to local restaurants and breweries to socialize with climbing buddies

CLIMBING IS SOCIAL

"I met all of my best friends through climbing. They’re the people I hang out with, travel with, and count on."
THE “TYPICAL” FIRST ASCENT CLIMBER

Leicester M.
29 years old, freelance photographer and designer

→ Started climbing 8 years ago
→ Prefers climbing as his favorite full-body workout
→ Regularly brings new people to the gym who have never climbed before. Likes introducing people to the sport of climbing and the great social scene at First Ascent.

CLIMBING IS FITNESS

“My climbing time is my chance to get away from the hustle of my work and be present in the moment.”
THE “TYPICAL” FIRST ASCENT CLIMBER

Hayden R.
26 years old, student

→ Started climbing 3 years ago when First Ascent Avondale opened
→ Climbs regularly because it’s a fun way to exercise and meet new people
→ Enjoys the events that First Ascent hosts and invites friends to participate

“My girlfriend Veronica and I started climbing together right when First Ascent opened, and we can’t get enough. We love all of the events at First Ascent – they mix it up and keep things fun.”

CLIMBING IS FUN

378 of 945
THE “TYPICAL” FIRST ASCENT CLIMBER

Liz M.
43 years old, teacher, mother of two

→ Started climbing 2 years ago
→ Loves that climbing is accessible for all fitness levels, and that she continues to see improvement
→ Climbs with friends or attends yoga while her daughter and son attend climbing classes
→ Enjoys seeing the positive social and physical impact on her children
→ Surprised by how easy it is to meet new climbing partners at the gym

“I love that climbing is something I can enjoy with my kids and my friends who are also moms. It makes me feel strong and connected.”

CLIMBING IS FOR EVERYONE

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II. Development Team Overview

FITZGERALD ASSOCIATES ARCHITECTS
With roots dating back 99 years, FitzGerald maintains a portfolio full of master-planned communities, numerous new low-, mid-, and high-rise residential buildings, commercial and industrial facilities, banks, restaurants, retail spaces and more than one hundred conversions and restorations of historic structures.

The firm’s clientele ranges from municipal Housing Authorities and other community organizations to national bank chains, global retailers and many for- and not-for-profit developers and investors. The firm provides full architectural services as well as consultancies on building accessibility, building condition assessment, energy optimization, historical research, adaptive reuse, space planning and interior design, site design and planning, sustainable design, and tenant improvement services.

The firm has extensive knowledge in the latest architectural and building technologies, investing the resources necessary to develop a top-of-the-line drafting studio with a focus on smart 3D Building Information Modeling with an eye toward the latest developments in product delivery.

Enthusiasm for what we do is shared at all levels throughout our office and we bring the talent, focus, and experience necessary to produce a successful project. We methodically explore the potential of site, materials, and architectural design to produce a unique response to a particular program and budget. Our goal is to ensure that our clients receive the quality of construction they deserve at the cost they expect.
FitzGerald Associates Architects has been a leader in the rehabilitation and adaptive reuse of existing buildings for decades. In fact, over the past 20 years, the firm has redeveloped several historic buildings and used historic tax credits to help fund the projects, and have nominated several buildings to the National Historic Register. The firm’s experience extends beyond single buildings to the rejuvenation of expansive parcels with conversions that have helped to spark the revitalization of surrounding neighborhoods. Whether a rehab or an adaptation to a new use, FitzGerald will provide creative design solutions that maximize the building’s potential. FitzGerald provides quick, cost-effective advice at the onset of any reuse assessment, including:

- The suitability and adaptability of existing structures for any new use;
- Any restrictive hurdles that may be encountered and how to clear them;
- Project eligibility for Historic Rehabilitation Tax Credits, tax increment financing (TIF) or other financial incentives;
- How to incorporate sustainable design and take advantage of any available sustainable and green benefits;
- Comparative cost benefit models;

When a structure has become functionally obsolete, FitzGerald Associates Architects has the skills and insight needed to inject new vitality into aging assets. We can see beyond the building as it exists today and help you maximize the property’s potential while sustainably recreating new life for an old structure.

Notable Projects

219 East Lake Shore Drive
Chicago, Illinois

332 South Michigan Avenue
Chicago, Illinois

912 West Lake Street
Chicago, Illinois

Fado
Chicago, Illinois

Fort Sheridan
Fort Sheridan, Illinois

The Lofts at River East
Chicago, Illinois

Lofts at 1800
Chicago, Illinois

One River Place
Chicago, Illinois

Riverbank Lofts
Chicago, Illinois

The Sexton Lofts
Chicago, Illinois

Silversmith Hotel
Chicago, Illinois

Stony Island Arts Bank
Chicago, Illinois

Storkline Lofts
Chicago, Illinois

The Sutherland Apartments
Chicago, Illinois

Tailor Lofts
Chicago, Illinois

Vesta Lofts
Chicago, Illinois
For 30 years, Pat FitzGerald has made numerous innovations in urban infill housing, contributing more than 20,000 units to Chicago’s housing stock including affordable, public, student, market-rate, and luxury housing; loft conversions and mixed-use buildings in low-, mid-, and high-rise formats.

As both an architect and developer, he has built many units that have shown the viability of some long-neglected formats including townhomes, rowhouses and courtyard apartment buildings.

Pat’s work focuses on how projects contribute to the dynamic of existing neighborhoods and help to create positive environments where they don’t currently exist while acting as a pioneer and champion for sustainable design and sophisticated urban planning concepts.

For the last 26 years, Mike DeRouin has embodied FitzGerald’s commitment to practical, affordable and sustainable buildings that satisfy the needs of builders, developers, and residents. He has guided project teams through multifamily, mixed-use, master-planning, senior housing, office, and retail commissions. Holding both a Bachelor of Architecture in Design and a Bachelor of Architecture in Structures from the University of Illinois at Chicago, Mike works from a strong foundation of both aesthetic architecture and engineering training.

Mike is regarded as an expert in his field and offers himself as a consultant, counselor and mentor in and out of the workplace. His leadership is well-regarded with his successful group of mentees, and his technical knowledge in matters of local, regional and national standards for design, construction, and sustainability make him an invaluable resource to our clients, consultants and design teams.
III. Representative Projects & Experience

CLARK STREET REAL ESTATE
COMPLETED IN THE FALL OF 2017, THE EMERSON IS A MIXED-USE, TRANSITED-ORIENTED DEVELOPMENT DEVELOPED BY CLARK STREET REAL ESTATE, IN PARTNERSHIP WITH LENNAR MULTIFAMILY COMMUNITIES AND THE VILLAGE OF OAK PARK.

THE RETAIL COMPONENT OF THE EMERSON IS ANCHORED BY TARGET’S NEW FLEX-FORMAT STORE, PETSMART’S NEW URBAN STORE CALLED THE GROOMERY, FIRECAKES DONUTS, WHEEL & SPROCKET. IN ADDITION, THERE IS A 418 CAR PARKING GARAGE AND 271 LUXURY APARTMENTS.
IN JULY 2011, CSRE ACQUIRED THE NOTE COLLATERALIZED BY A DILAPIDATED 15.5 ACRE PARCEL IN SKOKIE, ILLINOIS. CSRE OBTAINED ENTITLEMENTS FROM THE VILLAGE OF SKOKIE IN ORDER TO DEVELOP A 195,000 SF PROJECT, INCLUDING A 150,000 SF WALMART SUPERCENTER, 17,000 SF OF RETAIL SHOPS, A PNC BANK BRANCH WITH DRIVE-THRU, JUST TIRES AND THE FIRST JOLLIBEE RESTAURANT IN THE MIDWEST, ALL OF WHICH ARE OPEN AND OPERATING.
IN DECEMBER OF 2013, CSRE PURCHASED THE FORMER GENERAL AUTOMATION BUILDING LOCATED ON THE NORTHWEST CORNER OF OAKTON STREET AND MCCORMICK BOULEVARD IN SKOKIE, IL. PRIOR TO ACQUISITION, CSRE SECURED ENTITLEMENTS AND SIGNED A LEASE FOR 75,000 SF WITH FLOOR & DECOR, A PRIVATELY HELD, SPECIALTY RETAILER OF FLOOR APPLICATIONS AND OTHER HOME IMPROVEMENT PRODUCTS. FLOOR & DECOR OPENED FOR BUSINESS IN FALL 2014.
CSRE is currently a preferred developer for DaVita Dialysis to develop and construct their new facilities in the City of Chicago.
III. Representative Projects & Experience

FIRST ASCENT CLIMBING & FITNESS
Hundreds of people a day visit a First Ascent gym to climb and socialize.

Over 50% of revenue is from returning members.

Most clients visit twice a week. Member retention is over 90%.

First Ascent – By The Gym

**Avondale**
- Opened June 2015
- 25,000 square foot facility
- 60 foot tall clear span space purpose built for climbing
- 400 visitors per day / 750 stabilized

**Uptown**
- Opened December 2015
- 18,000 square foot facility
- Historical landmark in up and coming neighborhood
- 250 visitors per day / 400 stabilized

**Humboldt Park**
- Opened September 2017
- 18,000 square foot facility
- Driving oriented facility on prominent corner with indoor parking
- 200 visitors per day / 400 stabilized

**Block 37**
- Opened February 2018
- 18,000 square foot facility
- Fourth floor of the Block 37 urban mall downtown
- 250 visitors per day / 500 stabilized
First Ascent Avondale

Ground up build of a 25,000 square foot, full-service climbing and fitness facility in Avondale. Opened June 2015. Features rope climbing terrain that is among the tallest in the United States.
FIRST ASCENT UPTOWN

Adaptive re-use of a historical building at 4718 N Broadway in Uptown, featuring bouldering, yoga, and fitness. Opened December 2015. The building is centered in the Uptown entertainment district, with views of the Uptown and Riveria theaters.
FIRST ASCENT HUMBOLDT PARK

395 of 945
Adaptive re-use of a granite countertop manufacturing facility. Opened September 2017. Features bouldering, yoga, and fitness along a main community thoroughfare. Facility includes indoor parking.
Located in Chicago’s Loop on the fourth floor of Block 37 urban mall. Opened March 2018. Features 10,000 square feet of climbing terrain, two yoga and fitness studios, and fitness area overlooking Daley Plaza. Adds value for our many members who live in the north neighborhoods and commute downtown to work.
III. Representative Projects & Experience

FITZGERALD ASSOCIATES ARCHITECTS
First Ascent Climbing and Fitness’ inaugural location in Avondale represented Chicago’s largest dedicated indoor rock climbing facility, the dream of a partnership of avid climbers who were eager to fill the needs of climbing enthusiasts in the city beyond the climbing walls found in some fitness centers.

Inside the 25,000 square foot facility located at 3516 North Spaulding Avenue, features 60 foot high ceilings and over 25,000 square feet of climbing surface allowing climbers to lead climb, top rope, and boulder. Other features of the facility include a cross-training fitness center, a yoga studio, locker rooms, retail space, and a café. According to First Ascent, "routes and features are friendly for beginners and challenging for experts." First Ascent has collaborated with climbing wall designer Walltopia to specify and support climbing surfaces that cater to all experience levels, from beginner to elite.

Size: 25,000 SF Total Area

Client: First Ascent

Location: Chicago, Illinois
The Emerson is a model for mixed-use, transit-oriented suburban development, offering walkable retail shops, a Target flexible-format store, public parking, and 270 luxury apartments in studio, one-, and two-bedroom floor plans.

The Emerson’s position between Oak Park’s historic shopping district and busy commuter rail lines meant that the design needed to blend well with the context of the shopping district and provide a dense transit-oriented residential component. This was accomplished by designing the north building as a logical continuation of the low-rise corridor nearby, standing five stories and built from more traditional materials. Along the rail lines, a much taller building, in a modern language of concrete and glass, could be developed.

The different aesthetics translate inside to the units, as well. The low-rise apartments feature warmer finishes in the public spaces, finished ceilings, and traditionally-sized windows. In the high-rise, units take on a more urban loft feel, with exposed concrete, contemporary finishes, and walls of glass framing skyline views.

Size:
5 & 20 Stories
270 Apartments
28,365 SF Retail

Client:
Clark Street Real Estate
Lennar Multifamily Communities

Location:
Oak Park, Illinois
E2 is a high-density, mixed-use development at a prominent corner near the downtown shopping district of Evanston, Illinois. The site was chosen for its supreme walkability to desirable retail, entertainment, and community features of the area; access to transportation; and proximity to a nearby university. The development takes the place of a lower-density and under-utilized commercial office building and a vacant lot. Recognizing the opportunity for new residents and the high-quality product to come, the city government demonstrated strong support for the project throughout the development process.

E2’s two modern towers stand 16 and 14 stories and are connected by a four-story structure with parking and rooftop amenities. The two towers include a total of 356 luxury apartments in studio, one-, two-, and three-bedroom layouts, twelve three-bedroom townhomes along one elevation, and nearly 4,000 square feet of ground-floor retail space.

Size:
14 & 16 stories
356 Apartments
12 Townhomes
4,000 SF Retail Space
Designed for LEED Silver

Client:
Fifield Companies
Carroll Properties

Location:
Evanston, Illinois
With retail frontage on Maple Street and a dramatic double height residential entry lobby located on Elmwood Avenue, the concrete, glass and steel building contains luxury condominium units of 800 to 2,900 square feet each, with ground floor retail space and secure indoor parking including spaces for retail use.

The fourth floor contains residential amenity spaces such as a private Club Room, fitness center, lap pool, spa and sun deck. The building is sited to optimize views while minimizing solar heat gain. Planters and landscaped green roofs are used extensively for the amenity spaces and fifth floor terrace units as well as the penthouse units. Recycled and renewable resources are used throughout, and the building is in close proximity to bus and rail lines. The building was one of the first highrise residential buildings in the state of Illinois designed to achieve a LEED Gold certification.

Size:
15 stories
99 Condominiums
5,000 sf retail space
250,000 sf Total Area

Client:
Winthrop Club

Location:
Evanston, Illinois
The decommissioning of a military base adjacent to Lake Michigan created the opportunity for a large team of developers and architects to rehabilitate existing structures and create a new community within the context of a historic military base. Fort Sheridan was created to house troops near Chicago in the event of continued civil unrest following the Haymarket Riots in 1886. The base design featured officer and enlisted men housing organized around a drill field. Many of the buildings were designed by the firm of Holabird & Roche including the focal backdrop to the drill field and an 800-foot-long barracks centered by an imposing bell tower. FitzGerald was retained to convert the structure into a series of loft-like apartments and create a parking structure partially below grade at the back of the building. The multifloored two- and three-bedroom units featured open plans, exposed heavy-timber trusses and masonry walls. The exteriors, composed of Cream City brick and Wisconsin limestone, were restored to an original appearance.

Size:
2 Stories
52 Condominiums

Client:
LR Development

Location:
Fort Sheridan, Illinois
IV. Current Projects

CLARK STREET REAL ESTATE
The Point at Six Corners

CHICAGO, ILLINOIS

CSRE ACQUIRED APPROXIMATELY 4 ACRES AT THE PROMINENT SIX CORNERS INTERSECTION OF IRVING PARK ROAD, CICERO AVENUE & MILWAUKEE AVENUE FROM BANK OF AMERICA. CSRE PLANS TO DEVELOP AN EXCITING MIXED-USE PROJECT THAT FITS WITHIN THE FABRIC OF THE COMMUNITY AND ACTS AS A CATALYST FOR THE REVITALIZATION OF THE HISTORIC SIX CORNERS NEIGHBORHOOD.
CSRE HAS FORMED A JOINT VENTURE WITH 4K DIVERSEY PARTNERS, OWNERS OF THE 1.5 MILLION SF FORMER MACY’S DISTRIBUTION FACILITY, AND SHINER CAPITAL PARTNERS TO REDEVELOP APPROXIMATELY 4 ACRES AT THE DENSELY POPULATED INTERSECTION OF DIVERSEY AVENUE AND PULASKI ROAD. AS OF WINTER 2017, ROSS DRESS FOR LESS, PETCO, ATI PHYSICAL THERAPY, AND AMERICAN NAIL SPA HAVE OPENED FOR BUSINESS. THIS PHASE OF THE PROJECT IS APPROXIMATELY 50,000 SF.
CSRE ACQUIRED A 25 ACRE PARCEL OF LAND LOCATED AT THE SWC OF FM 544 AND WOODBRIDGE PKWY IN WYLIE, TX. PRIOR TO ACQUISITION, CSRE SECURED ENTITLEMENTS AND A SALES TAX SHARING AGREEMENT WITH WYLIE ECONOMIC DEVELOPMENT CORPORATION TO BUILD A 200,000 SF SHOPPING CENTER, ANCHORED BY A 135,000 SF KROGER GROCERY STORE. CSRE IS NOW DEVELOPING AND LEASING THE REMAINING SMALL SHOP AND OUT LOT SPACE TO COMPLETE THE PROJECT.
CSRE ACQUIRED AN OPERATING, FUNCTIONALLY OBSELESCENT 60,000 SF TCF BANK BRANCH ON 1.5 ACRES AT THE CORNER OF ARCHER AND SACRAMENTO IN CHICAGO’S BRIGHTON PARK NEIGHBORHOOD. CSRE WORKED WITH TCF AND THE CITY OF CHICAGO TO DEVELOP A NEW, STATE OF THE ART 2,200 SF BRANCH IN THE EXISTING BANK PARKING LOT WHILE KEEPING IN SERVICE THE EXISTING BANK OPERATIONS. TCF RECENTLY OPENED IN THEIR NEW BANK. CSRE IS CURRENTLY WORKING ON THE REDEVELOPMENT AND LEASING OF THE FORMER BANK SITE.
CSRE recently acquired the former Joe’s Crab Shack adjacent to Woodfield Mall in Schaumburg. Prior to acquisition, Clark Street was able to entitle and secure a lease with Capital Grille for 9,800 SF. CSRE will be under construction on this project in late summer of 2018 with the goal of a summer 2019 restaurant opening.
DaVita Garfield Park

CHICAGO, IL

CSRE ACQUIRED APPROXIMATELY 32,000 SF OF LAND FROM THE CITY OF CHICAGO THROUGH THE CITY’S NEGOTIATED SALE PROGRAM TO DEVELOP A NEW 10,450 SF DAVIDA DIALYSIS FACILITY AT THE INTERSECTION OF HOMAN AND GOVERNOR’S PARKWAY IN THE GARFIELD PARK NEIGHBORHOOD. CSRE IS CURRENTLY UNDER CONSTRUCTION AND WILL BE DELIVERING THE BUILDING TO DAVIDIA IN THE WINTER OF 2018.
V. Current Projects

FIRST ASCENT CLIMBING & FITNESS
PROJECTS IN DEVELOPMENT FOR 2019

FIRST ASCENT ARLINGTON HEIGHTS
Adaptive reuse of former water park
45,000 square foot space with 50 foot tall clear ceilings (among the largest climbing gyms in the country)
Part of the redevelopment of the Arlington Downs site
Offers climbing, yoga, event space, and fitness
Expected to open by end of 2019

FIRST ASCENT PEORIA
Redevelopment of a long vacant property in downtown Peoria
20,000 square foot space with 45 foot clear ceilings
Offers climbing, yoga, and fitness
Expected to open early 2019
IV. Current Projects

FITZGERALD ASSOCIATES ARCHITECTS
727 West Madison is a 45-story, 492-unit luxury rental tower with more than 10,000 square feet of retail space. At just under 500 feet, it will be the tallest building in Chicago’s West Loop upon its completion in late 2018.

The residences at 727 West Madison will include studio, one-, two- and three-bedroom layouts ranging from 490 to 1,550 square feet. Individual units will be appointed with plank flooring; oversized windows with views of downtown and Lake Michigan; kitchens with quartz countertops, flat-paneled cabinets, high-end stainless steel appliances, quartz countertops, frameless glass shower doors, and porcelain tile walls and flooring.

From 727 West Madison, residents will be within walking distance of popular grocers and retailers, one-of-a-kind shops, Randolph Street and Fulton Market restaurants, nightlife, CTA stops and Metra stations, Divvy stations, and a large number of employers across multiple industries.

Size:
45 stories
492 Apartments
30,700 SF Retail Space

Client:
Fifield Companies
F&F Realty
Ares Real Estate

Location:
Chicago, Illinois
FitzGerald is working with a local developer to adapt and revitalize the shuttered Church of the Epiphany in Chicago’s West Loop - a 19th Century landmark that was closed and desanctified in 2011 due to dwindling membership. For the month of August, 2018, the yet-to-be- renovated facility has been transformed by Nike into a world-class basketball facility. The Church will play host to training camps and special events benefiting local high school basketball teams from across the City.

When completed, Epiphany Center for the Arts will offer “an eclectic range of features,” including a cafe with indoor and outdoor seating, artist studios, a bar, and a showcase kitchen. The church’s massive sanctuary featuring an 1892 Ferrand & Votey organ that will be restored, will serve as a venue for large weddings, corporate functions, family gatherings, performance art, and other events, event spaces, galleries, artist studios, and community rooms.

Size:
25,000 SF Total Area

Client:
BCG Enterprises

Location:
Chicago, Illinois
Superior House, located at 360 West Superior Street in Chicago’s River North neighborhood, offers 34 luxury condominium residences in a sleek, contemporary 12-story design. The building features an extensive collection of indoor and outdoor amenities not usually found in a boutique condominium building, like a sun-deck lounge with fire pit, outdoor bar, and kitchen with BBQ areas, vegetable and herb garden, fenced dog run, indoor entertainment room, event kitchen, and fitness/yoga center.

The 34 residences are each designed as a corner unit and feature expansive balconies with expansive floor-to-ceiling glass on two sides, generous floorplans, and stunning finishes.
FitzGerald worked with artist and community leader Theaster Gates and Catapult Real Estate Development on the rehabilitation of the long-vacant Stony Island State Savings Bank building, located at 6760 South Stony Island Avenue in Chicago’s Grand Crossing neighborhood. FitzGerald was tasked with coordinating the rehabilitation of the three-story, 26,700 square foot building, which was rescued from demolition in 2012 by Gates after standing vacant for over 20 years.

FitzGerald developed plans to rejuvenate the building in support of Gates’ vision that the site flourishes as a hub for creative and cultural activities and create an anchor in the neighborhood. FitzGerald also supported efforts to place the building on the National Register of Historic Places. The Arts Bank includes artists’ studios and offices, exhibit spaces, and a library housing the collection of John H. Johnson, the founder of Ebony and Jet magazines. Special plans were made to restore the building’s 780 square foot basement bank vault, which may be utilized as a special gathering space.

Size:
3 Stories
26,700 square feet

Client:
Rebuild Foundation
Catapult Real Estate Development

Location:
Chicago, Illinois

Stony Island Arts Bank
3Eleven delivers 245 sleek, modern and sophisticated apartments to Chicago’s River North neighborhood. The 24-story transit-oriented building contains a mixture of studio, one-, and two-bedroom units along with a few three-bedroom units on upper floors. From the engaging steel and glass lobby to incredible indoor and outdoor rooftop amenities, 3Eleven delivers a standard of living that rivals any found in or around Chicago’s Loop.

The building includes 3,000 square feet of retail space, and was designed with massing and proportion cues taken from the neighboring church, which also received improvements as part of the overall development. Parking for the site is structured at the base of the building, with spaces for 109 cars and 50 bicycles.

Size:
- 24 stories
- 245 Apartments
- 3,000 SF Retail Space

Client:
The John Buck Company

Location:
Chicago, Illinois
V. Financial Information
Financial Information

CLARK STREET REAL ESTATE

CSRE has an extensive performance history and has the financial wherewithal to execute the proposed project at 2222 Oakton Street.

To that end, please consider the reference letters from Wintrust Bank and Old Second National Bank on the following page, verifying CSRE’s financial capabilities as well as each bank’s respective interest in financing this project. CSRE envisions financing this project with through traditional debt and equity sources.

Additionally, please note that CSRE is not involved in any pending litigation or disputes.
August 6, 2018

Community Development Department
ATTN: 2222 Oakton Street Responses
2100 Ridge Avenue
Evanston, IL 60201

RE: Financial Letter of Support for Clark Street Real Estate for 2222 Oakton RFQ

To whom it may concern,

We understand that Clark Street Real Estate ("CSRE") is proposing to redevelop the building and land located at 2222 Oakton in Evanston, IL. It has been communicated to us by CSRE that they intend to finance this project with traditional construction financing.

Please allow this letter to serve that Wintrust Bank has a long-standing relationship with CSRE and we have successfully completed a number of credit transactions with them over the past few years. We hold CSRE in high regard and they remain a valued client of the bank. We look forward to continuing discussions with them on this and other projects in the future.

Please direct any questions to me regarding our relationship with Clark Street Real Estate. I can be reached at 312-373-1472.

Best regards,

[Signature]

Nics Kocianac
Vice President
Wintrust Commercial Real Estate

CC: Andy Stein – Clark Street Real Estate
    John Collins – Clark Street Real Estate

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August 7, 2018

Community Development Department
ATTN: 2222 Oakton Street Responses
2100 Ridge Avenue
Evanston, IL 60201

Re: Financial Letter of Support for Clark Street Real Estate for 2222 Oakton RFQ

Dear Sir or Madam,

We understand that Clark Street Real Estate ("CSRE") is looking to redevelop the building and land at 2222 Oakton in Evanston, IL. It has been communicated to us by CSRE that they intend to finance this project with traditional construction financing.

Please allow this letter to serve that Old Second National Bank has a long-standing relationship with CSRE and we have successfully completed a number of credit transactions with them over the past few years. We hold CSRE in high regard and they remain a valued client of the bank. We look forward to continuing discussions with them on this and other projects in the future.

Please direct any questions to me regarding our relationship with Clark Street Real Estate. I can be reached at (312) 912-6003.

Sincerely,

[Signature]

David C. Nelson
Market President

CC: Andy Stein – Clark Street Real Estate
    John Collins – Clark Street Real Estate
VI. References
## References

**CLARK STREET REAL ESTATE**

### RETAILERS

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Company</th>
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<tbody>
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### MUNICIPALITIES

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<tbody>
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</tr>
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### LENDER REFERENCES

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<tr>
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<tr>
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References
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Warren Baker
President
Baker Development Group
773.755.0600 x 204
w.baker@bakerdevelopmentcorp.com

Former Alderman Rey Colon
Alderman, 35th Ward
City of Chicago
(773) 306-3288
rey_colon@msn.com
VII. Point of Contact For Project
Point of Contact for Project

Andy Stein
Principal
Clark Street Real Estate
980 North Michigan Avenue, Suite 1280
Chicago, IL 60611
312-377-9104
astein@clarkstreet.com
www.clarkstreet.com
VIII. Project Proposal
As mentioned previously, CSRE and First Ascent have formed a strategic partnership to pursue the redevelopment of the property. Specifically, CSRE proposes to purchase the existing land and building from the City of Evanston and secure a long term lease with First Ascent for them to operate a world-class climbing gym. CSRE and First Ascent will work with the City of Evanston to develop a comprehensive plan for the site including but not limited to: the negotiation of a redevelopment agreement, potential rezoning of the site, and design and construction guidelines.

Enclosed please find a letter of intent that details the purchase price, due diligence and entitlement timeline, and closing. We understand the complexities of a public-private partnership and arriving at a mutually beneficial solution for all parties.
Re: Proposed purchase of fee-simple interest in approximately 39,000 square feet of land and building and located at 2222 Oakton Street in Evanston, Illinois 60202 (“Property”), by Clark Street Real Estate (“CSRE”) or its assignees (“Purchaser”) from The City of Evanston (“Seller”).

To Whom It May Concern:

We are pleased to extend to you this Letter of Intent (“LOI”), which sets forth the principal terms and conditions of the proposed purchase of the fee-simple interest by Purchaser from Seller. Seller and Purchaser hereby agree that this LOI is merely a recital of certain mutual understandings of the business terms of the acquisition of the Property, and that neither party shall have any legal obligations to the other in connection with the conveyance of the Property unless and until a Purchase Agreement mutually acceptable to Seller and Purchaser has been fully executed.

The principal terms and conditions of the proposed transaction would be as follows:

1. **Purchaser:** Clark Street Real Estate, LLC or its assignees.

2. **Property:** As used herein, the term “Property” shall include the land free and clear of any underlying land leases together with all improvements located thereon, all easements and other rights appurtenant thereto, any and all tangible or intangible personal property of Seller related thereto, as well as all of Seller’s right, title and interest in and to any leases, licenses, permits or contracts related to the Property.

3. **Fee-Simple:** Seller has indicated its interest in the Property is Fee-Simple.

4. **Purchase Price:** The Purchase Price for the Property shall be $1,000,000 subject to increase or decrease in accordance with customary prorations of rents, taxes, expenses, and other adjustments as will be set forth in the Purchase Agreement, and would be payable as follows:

   a. **Earnest Money Deposit:** Within five (5) days after full execution of the Purchase Agreement, Purchaser will deposit cash in the amount of $50,000 (“Earnest Money Deposit”) into a strict joint order escrow established with Chicago Title (“Title Insurer”), as escrowee. The Earnest Money Deposit is refundable to Purchaser on or before the expiration the Due Diligence Period and Municipal & Governmental Approval Period (as hereinafter defined), if Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser’s intended purpose.

   b. **Cash at Closing:** On the Closing Date (as hereinafter defined), Purchaser shall deposit into the closing escrow, cash in an amount equal to the balance of the Purchase Price.
Due Diligence Period: The Purchase Agreement shall contain a Due Diligence Period during which time Purchaser may review all aspects of the Property and such Due Diligence Period will expire sixty (60) days after the date of full execution of the Purchase Agreement. Purchaser may terminate the Purchase Agreement at any time prior to the expiration of the Due Diligence Period for any reason or no reason at all by giving written notice to Seller, and upon delivery of any such termination notice by Purchaser, Purchaser shall be entitled to an immediate and full refund of its Earnest Money Deposit (together with any interest earned thereon).

Municipal & Governmental Approval Period: Purchaser shall have one hundred-eighty (180) days after the expiration of the Due Diligence Period to obtain the necessary approvals and entitlements from associated governmental bodies, neighborhood groups, and other stakeholders to allow Purchaser to redevelop the property, including a redevelopment agreement with the Seller. Purchaser may terminate the Purchase Agreement at any time prior to the expiration of the Municipal & Governmental Approval Period for any reason or no reason at all by giving written notice to Seller, and upon delivery of any such termination notice by Purchaser, Purchaser shall be entitled to an immediate and full refund of its Earnest Money Deposit (together with any interest earned thereon).

In connection with Purchaser’s review of the Property during the Due Diligence Period, Seller agrees as follows:

a. Document Review: Within five (5) days of receipt of Purchaser’s request, Seller (to the extent same is in the possession and/or control of Seller) shall deliver to Purchaser copies of all documents, reports, studies, and other information related to the Property as may be reasonably requested by Purchaser in connection with the acquisition of the Property.

b. Physical Review: From and after the date of full execution of the Purchase Agreement, Seller shall permit Purchaser or Purchaser’s designated agents access to and entry upon the Property to inspect, examine and test the Property for any reasonable purpose, including any soil, environmental, and engineering tests Purchaser shall reasonably deem necessary. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any damages, claims, or liabilities which Seller may suffer resulting from the activities of Purchaser or Purchaser’s designated agents permitted under this section.

c. Title: Within five (5) days after the date of full execution of the Purchase Agreement, Seller shall deliver to Purchaser a commitment for an ALTA Owner’s Title Policy issued by the Title Insurer, together with copies of all recorded exceptions to title related thereto. At closing, Seller shall cause the Title Insurer to issue an Owner’s Policy or prepaid commitment therefore in conformance with the title commitment as approved by Purchaser.

d. Survey: Within five (5) days after the date of full execution of the Purchase Agreement, Seller shall deliver to Purchaser a current ALTA survey for the Property. Seller warrants that no improvements have been made, and no easements of record granted, which would affect the accuracy of this survey. At the conclusion of the Due Diligence Period, Seller will furnish an updated ALTA survey showing such information which may be reasonably required by Purchaser, Purchaser’s lender, or the Title Insurer, which survey shall be certified to the Buyer, or Buyer’s nominee, the lender, and the Title Insurer.
In the event any of the above information is not delivered to the Purchaser within the time periods set forth above, Purchaser may extend the Due Diligence Period for an additional period equal to the number of days delivery of such information was delayed. In addition, Purchaser shall have the right to extend the Due Diligence Period and the Municipal & Governmental Period for two (2) sixty (60) day periods each, upon prior written notice to the Seller of the same, and delivery of an applicable and refundable deposit of $25,000 for each such extension.

7. **Closing:** Transfer of the Property shall be by Warranty Deed subject only to the exceptions to title approved by Purchaser (as set forth below). The Closing Date shall be a date mutually agreeable to Seller and Purchaser, but not later than thirty (30) days following expiration or satisfaction of Municipal & Governmental Approval Period. Seller will deliver property free and clear of tenancies.

8. **Title Endorsements:** Seller will be responsible for providing at Seller’s sole cost and expense the following endorsements for the Owner’s policy: (a) Standard Exception Waiver endorsement, (b) a 3.1 zoning endorsement and (c) a PIN endorsement (insuring that the PINs encompass all of the property being conveyed, and not other property. All other endorsements, inclusive of any lender required endorsements shall be at the expense of the Buyer.

9. **Closing Costs:** Seller shall be responsible for title and survey expenses, state, county and municipal transfer taxes, recording fees related to the transfer of the Property, one half of all escrow fees and all other customary seller expenses. Purchaser shall be responsible for all professional fees incurred by Purchaser in connection with its investigation of the Property, all recording fees relating to the financing of the acquisition, one half of all escrow fees and all other customary purchaser expenses. Each party shall be responsible for the payment of their respective legal fees and expenses.

10. **Broker’s Fees:** Seller warrants that no third-party agents or brokers have been involved in connection with this transaction and that no other agent or broker is entitled to any commission in connection with this transaction. Seller agrees to indemnify Purchaser against any claim for a brokerage commission, finder’s fee, or the like arising from this transaction.

11. **Seller Obligations Prior to Closing:** From and after the date hereof, (i) Seller agrees to operate and maintain the Property free from waste and neglect, in compliance with applicable law and in the same manner as the Property has been heretofore operated and maintained, (ii) Seller shall not, without the prior written consent of Purchaser, amend or modify any existing lease relating to the Property or enter into any new lease for space on the Property, (iii) Seller shall not encumber or grant any interest in the Property or enter into any contract which will be binding on Purchaser after the Closing Date and (iv) Seller shall not market the Property nor entertain offers from, or negotiate with, any third parties in connection with the Property.

12. **Confidentiality:** Seller and Purchaser agree that the terms of this Letter of Intent and any information delivered or discovered pursuant hereto shall be maintained confidential and, except as may be required by Purchaser’s lender or other parties reasonably necessary to the consummation of the transaction or required by law, shall not be disclosed to any third party.
Please confirm that this Letter of Intent accurately reflects the principal business understandings of the proposed transaction by executing where indicated below and returning same to the undersigned.

Sincerely,

Andy Stein
Clark Street Real Estate
980 N. Michigan Avenue, Suite 1280
Chicago, Illinois 60611
Direct Phone: 312.377.9104
astein@clarkstreet.com

CLARK STREET REAL ESTATE, LLC

By: Andy Stein
Name: Andy Stein
Its: Principal

ACCEPTED AND AGREED this ___ day of _____, 2018:

By: __________________________
Name: _________________________
Its: ___________________________
Project Proposal

BENEFITS

First Ascent will be a dynamic and exciting attraction in the City of Evanston that will serve as a community and regional anchor, while revitalizing a key vacant property in the city. Currently, there are no climbing gyms servicing the northern suburbs. First Ascent will provide their guests and members with a wide variety of experiences from world-class indoor climbing to hosting team-building and social events to specialized programs for children. First Ascent has something for everyone.

A key to First Ascent’s success in other locations has been community engagement. Strongly engaging the Evanston community through youth summer camps, after school programs, charitable fundraisers, and social mixers are just a few of their community outreach initiatives. A video highlighting First Ascent’s culture and community can be found at https://vimeo.com/150355893.

The team believes this site clearly offers unique and compelling synergies that are hard to replicate in other locations specifically, the amenities offered at James Park, Quad Indoor Sports, and Dawes Elementary School.
Project Proposal

ECONOMIC BENEFITS

• **Purchase Price**: The City of Evanston will receive $1,000,000 from CSRE to purchase the property.

• **Estimated Property Taxes**: We estimate that first year, stabilized property taxes will be $104,000 based off of the comparable properties in the market. Estimated Property Taxes over a 10 year period will be $1,150,000.

• **Estimated Sales Tax**: First Ascent estimates $100,000 in collectable sales tax from merchandise and food operations.

• **Economic Incentives**: CSRE and First Ascent do not intend to seek any economic incentives from the City of Evanston, Cook County, or the State of Illinois.
# Project Proposal

## PROPOSED BUDGET

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Base Building Construction &amp; Site Work*</td>
<td>$1,000,000-$1,500,000</td>
</tr>
<tr>
<td>Furniture, Fixtures, &amp; Equipment</td>
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<tr>
<td>Soft Costs</td>
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<tr>
<td><strong>Total Cost</strong></td>
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</tr>
</tbody>
</table>

*Scope of work needs to be further defined, especially an understanding of City of Evanston and MWRD stormwater requirements.
CSRE, First Ascent, and FitzGerald are committed to sustainable practices. We believe this starts with utilizing and renovating the existing building. We will work with the City of Evanston to ensure that the sustainability is incorporated into the design, construction, and operations of the project.
Project Proposal

DRAFT SCHEDULE

• August 13th 2018: CSRE and First Ascent RFP Submission to City of Evanston
• August 29th, 2018: Evaluation of Proposals by City of Evanston Staff
• September 26th, 2018: Economic Development Committee Review of RFP Responses and Public Presentation of Proposals
• November 5th, 2018: City Council Review of RFP Responses
• December 2018/January 2019: Selection of Development Team
• January 2019-June 2019: Developer/Property Due Diligence (including but not limited to: Phase 1 ESA, Geotechnical Report), Negotiation of Redevelopment Agreement with City of Evanston, Potential Rezoning of Property, and City Council Approval of Redevelopment Agreement
• June 2019-September 2019: Creation of Design and Construction Plans for Permit
• September 2019-December 2019: City of Evanston Review and Approval of Construction Plans
• January 2020-July 2020: Construction (Need to further discuss construction start as it relates to winter conditions)
• August 2020: First Ascent Opening
Project Proposal

PROPOSED RENDERING AND SITE PLAN

The following pages represent the team’s initial thoughts and ideas for the redevelopment of 2222 Oakton. They include proposed renderings for the interior and exterior of the facility as well as a site plan.
Operations Plan

- Open Weekdays 6am – 11pm; Weekends 9am – 8pm
- 7 to 10 full time equivalent employees
- 300 visitors/day; 1,500 members (estimated)

First Ascent customizes it’s service offering to each community

- 20,000 square feet of climbing
- 250 routes to climb; 35 new routes set every week
- Complete fitness area with cardio equipment and functional strength equipment
- Up to 60 yoga/fitness classes weekly
- At least one community event every week
- Partner with local restaurants and retailers to offer experiences unique to Evanston
- After school youth programs focusing on fitness, agility, and social interaction
From First Visit To Member

1. First time visitor purchases a Day Pass ($19/visitor)

2. Visitor is encouraged to take a 1 hour Learn to Climb Class ($35)

3. Repeat visitor attends free social events and new climber mixers to connect with other climbers

4. Climber attends classes and climbs regularly with new friends

5. Climber purchases a membership ($79/mo)
Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 153-O-18, Amending City Code Section 3-4-6(E) to Allow for Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces

Date: December 4, 2018

Recommended Action:
Liquor License Commissioner recommends City Council adoption of Ordinance 153-O-18, amending City Code Section 3-4-6(E) to allow for sale of alcoholic liquor greater than 6.76 fluid ounces and wine greater than 6.32 fluid ounces. Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
The City of Evanston (“City”) currently restricts the Class E liquor license to the sale of wine in sixteen (16) fluid ounce containers or greater and the sale of alcoholic liquor in sixteen (16) fluid ounce containers or greater for off-site consumption. On November 28, 2018, Evanston Liquors Inc., d/b/a Evanston 1st Liquors (“Company”), 1019 Davis Street, requested the City of Evanston’s Local Liquor Control Board (“LLCB”) consider a decrease in the minimum allowed volume of wine containers from 16 fluid ounces to 6.32 fluid ounces and volume of alcoholic liquor containers from 16 fluid ounces to 6.76 fluid ounces. The LLCB finds that the new proposed container volumes permit the sale of containers that are typical of the alcohol industry and are currently allowed for sale to Class F-2 liquor license holders. Accordingly, Ordinance 153-O-18 amends Evanston City Code of 2012 Subsection 3-4-6(E) to allow for the sale of single containers of wine for off-site consumption in containers with a minimum volume of 6.32 fluid ounces and sale of single containers of alcoholic liquor for off-site consumption in containers with a minimum volume of 6.76 fluid ounces.
Legislative History:
At the November 28, 2018 Liquor Control Review Board meeting, Company requested consideration to allow for sale of wine in a minimum of 6.32 ounce containers and the sale of alcoholic liquor in a minimum of 6.76 ounce containers for off-site consumption for the Class E Liquor License. The Board recommended the approval of the proposed amendment.

Attachments:
- Ordinance 153-O-18
- Minutes of the November 28, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6(E), Amending the Class E Liquor License To Allow Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces

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

SECTION 1: Section 3-4-6(E) of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

(E) Class E licenses, which shall authorize in the retail package store area the retail sale in package stores of alcoholic liquor in original packages to persons of at least twenty-one (21) years of age for consumption off the premises. Each Class E license shall be subject to the following conditions:

1. It shall be unlawful for a Class E licensee to sell a single container of beer unless the volume of the container is equal to or greater than forty (40) fluid ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this Subsection. Nothing in this Subsection shall be construed as prohibiting the sale of packages containing six (6) single containers of beer, including such packages consisting of various single containers of beer chosen by the consumer.

2. It shall be unlawful for a Class E licensee to sell a single container of wine unless the container is greater than sixteen (16) fluid ounces or 0.473 liter. 6.32 fluid ounces or 0.187 liters.

3. It shall be unlawful for a Class E licensee to sell a single container of alcoholic liquor, except beer and wine which are regulated by Subsections (E)1 and (E)2 of this Section, unless the container is greater than sixteen (16) fluid ounces or 0.473 liter. 6.76 fluid ounces or 0.20 liters.

4. The sale of alcoholic liquor at retail pursuant to the Class E license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.
The applicant for a Class E license shall pay a first year license fee of twenty-five thousand dollars ($25,000.00). Thereafter, the annual fee for a Class E license shall be four thousand one hundred dollars ($4,100.00).

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2018

Approved:

Adopted: ________________, 2018

__________________________, 2018

_____________________________

Stephen H. Hagerty, Mayor

Attest: 

Approved as to form:

______________________________

Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
MINUTES

Liquor Control Board
Wednesday, November 28, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Dick Peach

Members Absent: Marion Macbeth

Staff Present: Mario Treto, Jr.

Others Present: Alderman Ann Rainey; Alderman Judy Fiske;

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Evanston 1st Liquors
Mario Treto introduced the request to amend the Class E Liquor License to permit the retail sale of alcoholic liquor in container volumes that mirror the Class F-2 Liquor License as granted to Binny’s. The Board discussed the different container sizes permitted for alcoholic liquor, beer, and wine under the Class F-2 Liquor License. Member Peach spoke about the Board historically staying away from single can and bottle beer sales in smaller container volumes. Mayor Hagerty asked for clarification to the requestor as to how the intended sales of individual cans of beer can be purchased; specifically whether it is for single container sale or whether the bottles may be purchased in a collective package of four. Evanston 1st Liquors representatives state that they intend to sell single smaller containers of beer. They explain that certain beer companies release smaller batch beers annually in smaller containers. Member Peach says he can be agreeable if single bottles are offered for sale to be combined into a package, but not for single container sale. Evanston 1st Liquors agrees. Mayor Hagerty asks how much a craft beer can cost, at which various representatives indicate that they may range from ten to twenty dollars for a single craft beer.
Alderman Rainey states that there should be no sales of a single ten ounce beer. That it has been a long fought issue for years and it was not the intent of the City Council to allow Binny’s or any other establishment to sell single ten ounce beers. Member Peach says he doesn’t think the request will pass the Council. Mayor Hagerty asks how to resolve the issue of unintentionally allowing Binny’s to sell the single bottle of smaller containers of beer. Peach suggests revising the Class F-2 Liquor License ordinance.

Evanston 1st Liquors representative would like to be permitted to sell wine in containers smaller than 550 milliliters to accommodate customers who come in for smaller bottles for purposes of cooking as an example. Also, the representative would like to accommodate customers who come in with the intent to purchase a single beer and not purchase a four or six pack of beer.

Member Peach asked for clarification on the sizes that are currently allowed under the Class F-2 Liquor License. Deputy City Attorney Treto stated that the Class F-2 Liquor License allows for 50 milliliter bottles. Evanston 1st Liquors requested for the same permissible containers as the Class F-2 Liquor License. The City Council and Board Members requested to revisit the Class F-2 Liquor License and the possibility of modifying the permitted container volumes for beer and alcoholic liquor.

Alderman Rainey reads a section of the Class F-2 Liquor License ordinance that prohibits combining individual containers for sales. Member Peach states that the language should have been changed in the ordinance to permit packaging. Deputy City Attorney Treto pointed out that the end of the ordinance states that nothing in that ordinance prohibits sales of packages containing six single containers of beer including single containers of beer chosen by the consumer.

Mayor Hagerty and Member Peach reiterate that the Class F-2 ordinance will need to be revisited and revised and the container sizes should be applied across the board for all license classes. Alderman Rainey would like the renewal fees to be reconsidered if there is going to be an expansion of sales.

Evanston 1st Liquors would like permitted alcoholic liquor container sizes reduced to 200 milliliters. Mayor Hagerty would like to take this before the City Council at the December 10, 2018 meeting and have Binny’s come back for a Liquor Control Review Board meeting before Christmas and then review the container sizes in January. Deputy City Attorney Treto will reach out to Binny’s and the City Manager regarding this request. Beer container volume requests will be put on hold until the Class F-1 Liquor License ordinance is resolved.

Evanston 1st Liquors request will be introduced to the City Council on December 10, 2018.

D & D Finer Foods, 825 Noyes Street
D & D Finer Foods asks for the same request as Evanston 1st Liquors. The Board approves such request.
D & D Finer Foods request will be introduced to the City Council on December 10, 2018.

Evanston Shell Gas Station, 2494 Oakton Street

Minhaz Lakhani presents Evanston Shell Gas Station’s request to permit the sale of wine in addition to the sale of beer for off-site consumption. The Board sees no issue in allowing this expansion in permitted retail sale.

Evanston Shell Gas Station request to is set for City Council introduction on December 10, 2018.

Lao Sze Chuan, 1633 Orrington Avenue

Tak Li presents Lao Sze Chuan’s request to be granted a Class D Liquor License. He explains there was a transfer in ownership and the previous owner’s liquor license expired. Their customers are used to them offering liquor and the Company would like to continue to be able to serve alcohol to their customers.

Lao Sze Chuan’s request to increase Class D Liquor License was granted. Alderman Fiske agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

Colectivo Coffee, 716 Chuch Street

Scott Schwebel presents Colectivo Coffee’s request to increase the Class H Liquor License. Alderman Fiske welcomes the new business and expresses excitement to have the look of the location updated. She believes the business will do well. Mayor Hagerty agrees.

Mayor Hagerty asks Mr. Schwebel to describe Colectivo Coffee. They are a coffee roaster, bakery, a commissary, and a network of cafés. This is Colectivo’s 20th location. There are 16 in Wisconsin, 13 in Milwaukee, 3 in Madison, 3 in Chicago, and this is their 1st in the Chicagoland area. Scott Schwebel is the vice president of Colectivo. It operates as a café, but 40% of sales are from food and bakery items which they make themselves. The other locations sell a selection of beers and sometimes wines. Generally, most locations have a 6 tap head and serve seasonal beers. They also brew their own beer and highlight local beers. All beer is tapped and not to-go. All servers are BASSET trained. They have not been fined or violated for serving underage.

Colectivo Coffee’s request to increase Class H Liquor License was granted. It was agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H.
Hagerty, Mayor at 11:51 a.m. November 28, 2018.

Respectfully Submitted,

Mario Treto, Jr.
Deputy City Attorney, Law Department
Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 154-O-18, Amending City Code Section 3-4-6(L) to Allow for Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces

Date: December 10, 2018

Recommended Action:
Liquor License Commissioner recommends City Council adoption of Ordinance 154-O-18, amending City Code Section 3-4-6(L) to allow for sale of alcoholic liquor greater than 6.76 fluid ounces and wine greater than 6.32 fluid ounces. Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
The City of Evanston (“City”) currently restricts the Class L liquor license to the sale of wine in sixteen (16) fluid ounce containers or greater and the sale of alcoholic liquor in sixteen (16) fluid ounce containers or greater for off-site consumption. On November 28, 2018, D & D Finer Foods, d/b/a D & D Finer Foods (“Company”), 825 Noyes Street, requested the City of Evanston’s Local Liquor Control Board (“LLCB”) consider a decrease in the minimum allowed volume of wine containers from 16 fluid ounces to 6.32 fluid ounces and volume of alcoholic liquor containers from 16 fluid ounces to 6.76 fluid ounces. The LLCB finds that the new proposed container volumes permit the sale of containers that are typical of the alcohol industry and are currently allowed for sale to Class F-2 liquor license holders. Accordingly, Ordinance 154-O-18 amends Evanston City Code of 2012 Subsection 3-4-6(L) to allow for the sale of single containers of wine for off-site consumption in containers with a minimum volume of 6.32 fluid ounces and sale of single containers of alcoholic liquor for off-site consumption in containers with a minimum volume of 6.76 fluid ounces.
Legislative History:
At the November 28, 2018 Liquor Control Review Board meeting, Company requested consideration to allow for sale of wine in a minimum of 6.32 ounce containers and the sale of alcoholic liquor in a minimum of 6.76 ounce containers for off-site consumption for the Class L Liquor License. The Board recommended the approval of the proposed amendment.

Attachments:
Ordinance 154-O-18
Minutes of the November 28, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-3-(L), Amending the Class L Liquor License To Allow Sale of Alcoholic Liquor Greater than 6.76 Fluid Ounces and Wine Greater than 6.32 Fluid Ounces

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Section 3-4-3(L) of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

1. It shall be unlawful for a Class L licensee to sell a single container of beer unless the volume of the container is equal to or greater than forty (40) fluid ounces or 1.18 liters.

2. It shall be unlawful for a Class L licensee to sell a single container of wine unless the container is greater than or equal to sixteen (16) fluid ounces or 0.473 liters. 6.32 fluid ounces or 0.187 liters.

3. It shall be unlawful for a Class L licensee to sell a single container of alcoholic liquor, except beer and wine which are regulated by Subsections (L)1. and (L)2. of this Section, unless the volume of the container is greater than sixteen (16) fluid ounces or 0.473 liters. 6.76 fluid ounces or 0.20 liters.

4. The sale of alcoholic liquor at retail pursuant to the Class L license may begin after 8:00 a.m., Monday through Sunday. Alcoholic liquor shall not be sold after the hour of 12:00 midnight on any day.

5. A Class L licensee shall provide a minimum of five thousand (5,000) square feet to a maximum of seven thousand five hundred (7,500) square feet of production, preparation, and display area in which products are prepared and are for sale.
6. The retail package area shall occupy no more than ten percent (10%) of the total floor space (including office, bathroom and kitchen space).

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual fee for such license shall be five thousand dollars ($5,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be five thousand two hundred fifty dollars ($5,250.00).

No more than one (1) such license(s) shall be in force at any one (1) time. (Ord. No. 150-O-14)

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.
Introducing: _________________, 2018

Adopted: _________________, 2018

Approved: _________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
MINUTES

Liquor Control Board
Wednesday, November 28, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Dick Peach

Members Absent:  Marion Macbeth

Staff Present:  Mario Treto, Jr.

Others Present:  Alderman Ann Rainey; Alderman Judy Fiske;

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Evanston 1st Liquors
Mario Treto introduced the request to amend the Class E Liquor License to permit the retail sale of alcoholic liquor in container volumes that mirror the Class F-2 Liquor License as granted to Binny’s. The Board discussed the different container sizes permitted for alcoholic liquor, beer, and wine under the Class F-2 Liquor License. Member Peach spoke about the Board historically staying away from single can and bottle beer sales in smaller container volumes. Mayor Hagerty asked for clarification to the requestor as to how the intended sales of individual cans of beer can be purchased; specifically whether it is for single container sale or whether the bottles may be purchased in a collective package of four. Evanston 1st Liquors representatives state that they intend to sell single smaller containers of beer. They explain that certain beer companies release smaller batch beers annually in smaller containers. Member Peach says he can be agreeable if single bottles are offered for sale to be combined into a package, but not for single container sale. Evanston 1st Liquors agrees. Mayor Hagerty asks how much a craft beer can cost, at which various representatives indicate that they may range from ten to twenty dollars for a single craft beer.
Alderman Rainey states that there should be no sales of a single ten ounce beer. That it has been a long fought issue for years and it was not the intent of the City Council to allow Binny’s or any other establishment to sell single ten ounce beers. Member Peach says he doesn’t think the request will pass the Council. Mayor Hagerty asks how to resolve the issue of unintentionally allowing Binny’s to sell the single bottle of smaller containers of beer. Peach suggests revising the Class F-2 Liquor License ordinance.

Evanston 1st Liquors representative would like to be permitted to sell wine in containers smaller than 550 milliliters to accommodate customers who come in for smaller bottles for purposes of cooking as an example. Also, the representative would like to accommodate customers who come in with the intent to purchase a single beer and not purchase a four or six pack of beer.

Member Peach asked for clarification on the sizes that are currently allowed under the Class F-2 Liquor License. Deputy City Attorney Treto stated that the Class F-2 Liquor License allows for 50 milliliter bottles. Evanston 1st Liquors requested for the same permissible containers as the Class F-2 Liquor License. The City Council and Board Members requested to revisit the Class F-2 Liquor License and the possibility of modifying the permitted container volumes for beer and alcoholic liquor.

Alderman Rainey reads a section of the Class F-2 Liquor License ordinance that prohibits combining individual containers for sales. Member Peach states that the language should have been changed in the ordinance to permit packaging. Deputy City Attorney Treto pointed out that the end of the ordinance states that nothing in that ordinance prohibits sales of packages containing six single containers of beer including single containers of beer chosen by the consumer.

Mayor Hagerty and Member Peach reiterate that the Class F-2 ordinance will need to be revisited and revised and the container sizes should be applied across the board for all license classes. Alderman Rainey would like the renewal fees to be reconsidered if there is going to be an expansion of sales.

Evanston 1st Liquors would like permitted alcoholic liquor container sizes reduced to 200 milliliters. Mayor Hagerty would like to take this before the City Council at the December 10, 2018 meeting and have Binny’s come back for a Liquor Control Review Board meeting before Christmas and then review the container sizes in January. Deputy City Attorney Treto will reach out to Binny’s and the City Manager regarding this request. Beer container volume requests will be put on hold until the Class F-1 Liquor License ordinance is resolved.

Evanston 1st Liquors request will be introduced to the City Council on December 10, 2018.

D & D Finer Foods, 825 Noyes Street
D & D Finer Foods asks for the same request as Evanston 1st Liquors. The Board approves such request.
D & D Finer Foods request will be introduced to the City Council on December 10, 2018.

**Evanston Shell Gas Station, 2494 Oakton Street**

Minhaz Lakhani presents Evanston Shell Gas Station’s request to permit the sale of wine in addition to the sale of beer for off-site consumption. The Board sees no issue in allowing this expansion in permitted retail sale.

Evanston Shell Gas Station request to is set for City Council introduction on December 10, 2018.

**Lao Sze Chuan, 1633 Orrington Avenue**

Tak Li presents Lao Sze Chuan’s request to be granted a Class D Liquor License. He explains there was a transfer in ownership and the previous owner’s liquor license expired. Their customers are used to them offering liquor and the Company would like to continue to be able to serve alcohol to their customers.

Lao Sze Chuan’s request to increase Class D Liquor License was granted. Alderman Fiske agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

**Colectivo Coffee, 716 Chuch Street**

Scott Schwebel presents Colectivo Coffee’s request to increase the Class H Liquor License. Alderman Fiske welcomes the new business and expresses excitement to have the look of the location updated. She believes the business will do well. Mayor Hagerty agrees.

Mayor Hagerty asks Mr. Schwebel to describe Colectivo Coffee. They are a coffee roaster, bakery, a commissary, and a network of cafés. This is Colectivo’s 20th location. There are 16 in Wisconsin, 13 in Milwaukee, 3 in Madison, 3 in Chicago, and this is their 1st in the Chicagoland area. Scott Schwebel is the vice president of Colectivo. It operates as a café, but 40% of sales are from food and bakery items which they make themselves. The other locations sell a selection of beers and sometimes wines. Generally, most locations have a 6 tap head and serve seasonal beers. They also brew their own beer and highlight local beers. All beer is tapped and not to-go. All servers are BASSET trained. They have not been fined or violated for serving underage.

Colectivo Coffee’s request to increase Class H Liquor License was granted. It was agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H.
Hagerty, Mayor at 11:51 a.m. November 28, 2018.

Respectfully Submitted,

Mario Treto, Jr.
Deputy City Attorney, Law Department
Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 155-O-18, Amending City Code Section 3-4-3(O) to Allow for Sale of Wine Greater than 6.32 Fluid Ounces

Date: December 4, 2018

Recommended Action:
Liquor License Commissioner recommends City Council adoption of Ordinance 155-O-18, amending City Code Section 3-4-3(O) to allow for the sale of wine greater than 6.32 fluid ounces. Mayor Stephen H. Hagerty requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
The City of Evanston (“City”) currently only permits Class O liquor license holders to engage in the retail sale of beer in the original packages in automobile service stations to persons of at least twenty-one (21) years of age for consumption off the premises. On November 28, 2018, Dil Foods Inc., d/b/a Evanston Shell Gas Station (“Company”), 2494 Oakton Street, requested the City of Evanston’s Local Liquor Control Board (“LLCB”) consider allowing the retail sale of wine in 6.32 fluid ounce containers or greater in the original packages to persons of at least twenty-one (21) years of age for consumption off the premises. The LLCB finds that the new proposed container volumes permit the sale of containers that are typical of the alcohol industry and are currently allowed for sale to Class F-2 liquor license holders. Accordingly, Ordinance 155-O-18 amends Evanston City Code of 2012 Subsection 3-4-6(O) to allow for the sale of single containers of wine for off-site consumption in containers with a minimum volume of 6.32 fluid ounces.

Legislative History:
At the November 28, 2018 Liquor Control Review Board meeting, Company requested consideration to allow for sale of wine in a minimum of 6.32 ounce containers for off-site consumption for the Class O Liquor License. The Board recommended the approval of the proposed amendment.
Attachments:
Ordinance 155-O-18
Minutes of the November 28, 2018 Liquor Control Review Board meeting
155-O-18

AN ORDINANCE

Amending City Code Section 3-4-6(O), Amending the Class O Liquor License To Allow Sale of Wine Greater than 6.32 Fluid Ounces

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

SECTION 1:  Section 3-4-6(O) of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

(O) Class O licenses, which shall authorize the retail sale of beer in automobile service stations as defined in Section 3-4-1 of this Chapter, and in original packages to persons of at least twenty-one (21) years of age for consumption off the premises.

1. It shall be unlawful for a Class O licensee to sell a single container of beer unless the volume of the container is greater than forty (40) ounces or 1.18 liters. It shall be unlawful for a licensee to bundle, tape, package, or otherwise manipulate single containers of beer for sale as a set. Any such manipulation of packaging shall be a violation of this subsection.

2. It shall be unlawful for a Class O licensee to sell a single container of wine unless the volume of the container is greater than 6.32 fluid ounces or 0.187 liters.

2-3. It is unlawful for the holder of a Class O license to sell any beer or wine between the hours of 2:00 a.m. and 8:00 a.m. on any given day.

3-4. The retail sale of beer and wine area on the premises shall occupy no more than five hundred (500) square feet of floor space.

4-5. No sale of beer or wine shall be allowed to any patron who is occupying a motor vehicle at the time of sale.

5-6. No sale of beer or wine shall be allowed from a drive-in window or other similar opening in the licensed premises to any patron.

The annual single payment fee for initial issuance or renewal of such license shall be two thousand dollars ($2,000.00).
No more than one (1) such license(s) shall be in force at any one (1) time.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018
Approved: _________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: ____________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
MINUTES

Liquor Control Board
Wednesday, November 28, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Dick Peach

Members Absent:  Marion Macbeth

Staff Present:  Mario Treto, Jr.

Others Present:  Alderman Ann Rainey; Alderman Judy Fiske;

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Evanston 1st Liquors
Mario Treto introduced the request to amend the Class E Liquor License to permit the retail sale of alcoholic liquor in container volumes that mirror the Class F-2 Liquor License as granted to Binny’s. The Board discussed the different container sizes permitted for alcoholic liquor, beer, and wine under the Class F-2 Liquor License. Member Peach spoke about the Board historically staying away from single can and bottle beer sales in smaller container volumes. Mayor Hagerty asked for clarification to the requestor as to how the intended sales of individual cans of beer can be purchased; specifically whether it is for single container sale or whether the bottles may be purchased in a collective package of four. Evanston 1st Liquors representatives state that they intend to sell single smaller containers of beer. They explain that certain beer companies release smaller batch beers annually in smaller containers. Member Peach says he can be agreeable if single bottles are offered for sale to be combined into a package, but not for single container sale. Evanston 1st Liquors agrees. Mayor Hagerty asks how much a craft beer can cost, at which various representatives indicate that they may range from ten to twenty dollars for a single craft beer.
Alderman Rainey states that there should be no sales of a single ten ounce beer. That it has been a long fought issue for years and it was not the intent of the City Council to allow Binny’s or any other establishment to sell single ten ounce beers. Member Peach says he doesn’t think the request will pass the Council. Mayor Hagerty asks how to resolve the issue of unintentionally allowing Binny’s to sell the single bottle of smaller containers of beer. Peach suggests revising the Class F-2 Liquor License ordinance.

Evanston 1st Liquors representative would like to be permitted to sell wine in containers smaller than 550 milliliters to accommodate customers who come in for smaller bottles for purposes of cooking as an example. Also, the representative would like to accommodate customers who come in with the intent to purchase a single beer and not purchase a four or six pack of beer.

Member Peach asked for clarification on the sizes that are currently allowed under the Class F-2 Liquor License. Deputy City Attorney Treto stated that the Class F-2 Liquor License allows for 50 milliliter bottles. Evanston 1st Liquors requested for the same permissible containers as the Class F-2 Liquor License. The City Council and Board Members requested to revisit the Class F-2 Liquor License and the possibility of modifying the permitted container volumes for beer and alcoholic liquor.

Alderman Rainey reads a section of the Class F-2 Liquor License ordinance that prohibits combining individual containers for sales. Member Peach states that the language should have been changed in the ordinance to permit packaging. Deputy City Attorney Treto pointed out that the end of the ordinance states that nothing in that ordinance prohibits sales of packages containing six single containers of beer including single containers of beer chosen by the consumer.

Mayor Hagerty and Member Peach reiterate that the Class F-2 ordinance will need to be revisited and revised and the container sizes should be applied across the board for all license classes. Alderman Rainey would like the renewal fees to be reconsidered if there is going to be an expansion of sales.

Evanston 1st Liquors would like permitted alcoholic liquor container sizes reduced to 200 milliliters. Mayor Hagerty would like to take this before the City Council at the December 10, 2018 meeting and have Binny’s come back for a Liquor Control Review Board meeting before Christmas and then review the container sizes in January. Deputy City Attorney Treto will reach out to Binny’s and the City Manager regarding this request. Beer container volume requests will be put on hold until the Class F-1 Liquor License ordinance is resolved.

Evanston 1st Liquors request will be introduced to the City Council on December 10, 2018.

D & D Finer Foods, 825 Noyes Street
D & D Finer Foods asks for the same request as Evanston 1st Liquors. The Board approves such request.
D & D Finer Foods request will be introduced to the City Council on December 10, 2018.

**Evanston Shell Gas Station, 2494 Oakton Street**

Minhaz Lakhani presents Evanston Shell Gas Station’s request to permit the sale of wine in addition to the sale of beer for off-site consumption. The Board sees no issue in allowing this expansion in permitted retail sale.

Evanston Shell Gas Station request to is set for City Council introduction on December 10, 2018.

**Lao Sze Chuan, 1633 Orrington Avenue**

Tak Li presents Lao Sze Chuan’s request to be granted a Class D Liquor License. He explains there was a transfer in ownership and the previous owner’s liquor license expired. Their customers are used to them offering liquor and the Company would like to continue to be able to serve alcohol to their customers.

Lao Sze Chuan’s request to increase Class D Liquor License was granted. Alderman Fiske agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

**Colectivo Coffee, 716 Chuch Street**

Scott Schwebel presents Colectivo Coffee’s request to increase the Class H Liquor License. Alderman Fiske welcomes the new business and expresses excitement to have the look of the location updated. She believes the business will do well. Mayor Hagerty agrees.

Mayor Hagerty asks Mr. Schwebel to describe Colectivo Coffee. They are a coffee roaster, bakery, a commissary, and a network of cafés. This is Colectivo’s 20th location. There are 16 in Wisconsin, 13 in Milwaukee, 3 in Madison, 3 in Chicago, and this is their 1st in the Chicagoland area. Scott Schwebel is the vice president of Colectivo. It operates as a café, but 40% of sales are from food and bakery items which they make themselves. The other locations sell a selection of beers and sometimes wines. Generally, most locations have a 6 tap head and serve seasonal beers. They also brew their own beer and highlight local beers. All beer is tapped and not to-go. All servers are BASSET trained. They have not been fined or violated for serving underage.

Colectivo Coffee’s request to increase Class H Liquor License was granted. It was agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H.
Hagerty, Mayor at 11:51 a.m. November 28, 2018.

Respectfully Submitted,

Mario Treto, Jr.
Deputy City Attorney, Law Department
Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 156-O-18, Increasing the Number of Class D Liquor Licenses for Fortune Cookie Group, Inc., d/b/a Lao Sze Chuan, 1633 Orrington Avenue

Date: December 10, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 156-O-18, amending Class D Liquor License from fifty-one to fifty-two for Fortune Cookie Group, Inc., d/b/a Lao Sze Chuan, 1633 Orrington Avenue. Alderman Fiske requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 156-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(D), as amended, to increase the number of Class D Liquor Licenses from fifty-one (51) to fifty-two (52) and permit issuance of a Class D license to Fortune Cookie Group, Inc., d/b/a Lao Sze Chuan, 1633 Orrington Avenue. This license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption on the premises. Company representative Tak Li submitted application materials.

Legislative History:
At the November 28, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class D liquor license.

Attachments:
Ordinance 156-O-18
Application
Minutes of the November 28, 2018 Liquor Control Review Board meeting
156-O-18

AN ORDINANCE

Amending City Code Section 3-4-6-(D), to Increase the Number of Class D Liquor Licenses from Fifty-One to Fifty-Two

(Fortune Cookie Group, Inc., d/b/a Lao Sze Chuan, 1633 Orrington Avenue)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>51-52</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11 a.m. — 1 a.m. (Mon-Thurs); 11 a.m. — 2 a.m. (Fri-Sat); 12 p.m. — 1 a.m. (Sun)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty-one (51) to fifty-two (52) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in Section 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.
The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-one (51) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018
Approved: ________________________, 2018

______________________________
Stephen H. Hagerty, Mayor
Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
# City of Evanston

## Application for Liquor License

### 1. APPLICANT

A. Corporation name: **Fortune Cookie Group ZNL**

B. Business name: **Lao See Chann**

C. Previous business name (If dba changed):

D. Business address (city, state, zip code):

   1633 Orrington Ave, Evanston, IL 60201

E. Business telephone:

   847 848 8989

F. Business website:

G. Business Email:

H. Illinois business tax number:

### 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):

   1633 Orrington Ave

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):

   10 Booths w/ 6 Tables & 4 bar seats

C. Is the business required to be located within the “Retail Package Store Area”?

   - Yes [ ]
   - No [ ]

   If yes, is it located within the “Retail Package Store Area”?

   - Yes [ ]
   - No [ ]

### 3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type:

   - [ ] Restaurant
   - [ ] Hotel
   - [ ] Package Store
   - [ ] Grocery Store
   - [ ] BrewPub
   - [ ] Craft Distillery
   - [ ] Craft Brewery
   - [ ] Craft Winery
   - [ ] Other (explain):

Describe the nature of the business / kind of business:

   Chinese Food Restaurant

Liquor to be served and/or sold:

   - [ ] Alcoholic liquor
   - [ ] Beer & Wine only
   - [ ] Beer Only
   - [ ] Wine only

Days and times liquor is served:

   - [ ] Sunday to
   - [ ] Monday to
   - [ ] Tuesday to
   - [ ] Wednesday to
   - [ ] Thursday to
   - [ ] Friday to
   - [ ] Saturday to

Liquor will be served or sold by:

   - [ ] Glass
   - [ ] Bottle
   - [ ] Can
   - [ ] Waitstaff and/or
   - [ ] Over the counter
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant? 
   If your response is "No," skip this section and proceed to section 5. 
   - Yes [✓] No [ ]

B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? 
   - Yes [✓] No [ ]

C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? 
   - Yes [✓] No [ ]

D. How many tables are or will be in the restaurant? [ ]
   What is the seating capacity? [ ]

E. Is there an existing or proposed menu? If your response is "no", please create a proposed menu before applying. If your response is "Yes," please attach the menu. 
   - Yes [✓] No [ ]

F. Does the restaurant currently hold or has applied for a City of Evanston food license? 
   If your response is "Yes," what is the expected issue date? 
   - Yes [✓] No [ ]

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel? 
   If your response is "No," skip this section and proceed to section 6. 
   - Yes [ ] No [✓]

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? 
   - Yes [ ] No [✓]

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? 
   - Yes [ ] No [✓]

D. Does the hotel have at least 50 regular rooms for transients? 
   - Yes [ ] No [✓]

E. Does the hotel currently hold or has applied for a City of Evanston food license? 
   If your response is "Yes," what is the expected issue date? 
   - Yes [ ] No [✓]

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store? 
   If your response is "No," skip this section and proceed to section 7. 
   - Yes [ ] No [✓]

B. Is the package store premises located in the "retail package store area" as defined by the attached map? 
   - Yes [ ] No [✓]

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises? 
   - Yes [ ] No [✓]

D. Has the applicant reviewed the Liquor Code definition of a "package store"? 
   - Yes [ ] No [✓]

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell liquor upon the premises of a grocery store and/or combination store? If your response is "No," skip this section and proceed to section 8. 
   - Yes [ ] No [✓]

B. Does the grocery store premises consist of a grocery store and combination store under one roof? 
   - Yes [ ] No [✓]

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? [ ] sq.ft. 
   - Yes [ ] No [✓]

D. Does the grocery store currently hold or has applied for a City of Evanston food license? 
   If your response is "Yes," what is the expected issue date? 
   - Yes [ ] No [✓]
### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is "No," skip this section and proceed to section 9.  
- [ ] yes  [x] no

B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
- [ ] yes  [ ] no

C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?  
- [ ] yes  [ ] no

D. How many tables are or will be in the brewpub?  
- [ ]  

What is the seating capacity?  
- [ ]

E. Is there an existing or proposed menu? If your response is "no", please create a proposed menu before applying. If your response is "Yes," please attach the menu.  
- [ ] yes  [ ] no

F. Does the brewpub currently hold or has applied for a City of Evanston food license?  
- [ ] yes  [ ] no

If your response is "Yes," what is the expected issue date?  
- [ ]

If "no" provide date when you will apply:  
- [ ]

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is "No," skip this section and proceed to section 10.  
- [ ] yes  [x] no

B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If "No", please provide date you intend to obtain you license:  
- [ ]

C. Does the craft distiller intend to have a tasting room?  
- [ ] yes  [ ] no

If "Yes", What is the seating capacity?  
- [ ]

D. Has the applicant reviewed the Liquor Code definition and class description of a "craft distiller"?  
- [ ] yes  [ ] no

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is "No," skip this section and proceed to section 11.  
- [ ] yes  [x] no

B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If "No", please provide date you intend to obtain you license:  
- [ ]

C. Does the craft brewery intend to have a tasting room?  
- [ ] yes  [ ] no

If "Yes", What is the seating capacity?  
- [ ]

D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If "Yes" you must offer food service. Please upload a proposed menu.  
- [ ] yes  [ ] no

E. Is there an existing or proposed menu? If your response is "Yes," please attach the menu.  
- [ ] yes  [ ] no

F. Does the craft brewery currently hold or has applied for a City of Evanston food license?  
- [ ] yes  [ ] no

If your response is "Yes," what is the expected issue date?  
- [ ]

G. Has the applicant reviewed the Liquor Code definition and class description of a "craft brewery"?  
- [ ] yes  [ ] no
11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: ___

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

C. Does the craft winery intend to have a tasting room?

If “Yes”, What is the seating capacity? ___

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes”, you must offer food service. Please upload a proposed menu.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

F. Does the craft winery currently hold or has applied for a City of Evanston food license?

If your response is “Yes,” what is the expected issue date? ___

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

12. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought?

If your response is “Yes,” attach a copy of ownership and proceed to section 13.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
</tr>
</tbody>
</table>

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
</tr>
</tbody>
</table>

C. What is the period covered by the lease? 8/1/18 to 7/31/23

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

D. What is the name of the Landlord? B.C. Church, LLC.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

E. What is the address of the Landlord? (please include city, state, and zip code.) 107 Green Bay Road Wilmette, IL 60091

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

13. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
</tr>
</tbody>
</table>

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
</tr>
</tbody>
</table>

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
</tr>
</tbody>
</table>

D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston?

If yes, explain:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>□</td>
</tr>
</tbody>
</table>

E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date

7/9/19
City of Evanston
Liquor License Application

AFFIDAVIT

State of 

County of 

The undersigned hereby makes application for a Class liquor license. I/we swear (or affirm) that I/we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

[Signature of Applicant]

[Signature of Applicant]

Subscribed and sworn to before me
this 19 day of September, 2018.

[Notary Public]

OFFICIAL SEAL
TONIETTA HOLLIS
Notary Public - State of Illinois
My Commission Expires Feb 26, 2019
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:
Name of Corporation/Partnership:  
Fontane Cookie Group INC

Corporate Address:  
1633 Orrington Ave Evanston, IL 60201

Corporate Ph #:  
[847] 868-8918

Corporate Email:  
FEIN: [Redacted]

Business Status:
Date Corporation/Partnership was Organized:  
07/02/2018

State Articles of Incorporation/Organization filed:  
IL

Date Articles of Incorporation/Organization filed with Secretary of State:  
7/2/18

Date Certification of Incorporation/Organization was Issued by Secretary of State:  
7/2/18

Are there any amendments to Articles of Incorporation?  
☐ Yes  ☑ No  
Date Amendment Filed

What are the total shares of stock created by this Corporation?  
1000

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yi Dong</td>
<td>80%</td>
</tr>
<tr>
<td>Tak Sam Li</td>
<td>20%</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?  
☐ Yes  ☑ No

If no, explain:  
[Redacted]

Has the Corporation attached evidence of Good Standing with the State of Illinois?  
☑ Yes  ☐ No

If no, explain:  
[Redacted]

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?  
☐ Yes  ☑ No

If no, explain:  
[Redacted]

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:  
NA

What is the objective of Corporation?  
Restaurant

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?  
☑ Yes  ☐ No
**SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM**
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

**Corporation/Partnership Name:**

Fortune Cookie Group Inc

**Business Name:**

Lao See Chua

**PERSONAL INFORMATION**

**First Name:** Tak

**Last Name:** Li

**Middle Initial.** S

% of Stock Ownership: 20%

**Current Residential Address:**

**Suite/Apt.:**

City: [Redacted]

State: [Redacted]

Zip: [Redacted]

**Home Phone:** [Redacted]

**Work Phone:** [Redacted]

**Cell Phone:** [Redacted]

**E-mail:** [Redacted]

Date of Birth (MM/ DD/ YYYY):

Place of Birth (City, State and Country):

Hong Kong

Are you a citizen of the United States? Yes □ No □

I am a citizen of: [Redacted]

**Naturalized Citizen:** Yes □ No □

**Naturalization Information:**

Date: [Redacted]

City: [Redacted]

State: [Redacted]

County: [Redacted]

**RESIDENCE/ADDRESS HISTORY** (list your present or most recent residence first)

1. **Address:** [Redacted]

City: [Redacted]

State: [Redacted]

Zip: [Redacted]

2. **Address:** [Redacted]

City: [Redacted]

State: [Redacted]

Zip: [Redacted]

3. **Address:** [Redacted]

City: [Redacted]

State: [Redacted]

Zip: [Redacted]

**EMPLOYMENT HISTORY** (list your present or most recent employer first)

1. **Name of Employer/Business:** Lao See Chua

   **Position:** Owner

   **Start Date:** 8/1/18

   **End Date:** Current

   **Address (City, State, Zip):**

   1633 Orrington Ave, Evanston, IL 60201

   **Telephone:** 847.868.8989

2. **Name of Employer/Business:** Tokyo Sushi

   **Position:** AGM

   **Start Date:** 10/1/17

   **End Date:** 7/31/13

   **Address (City, State, Zip):**

   1938 Beam Ave Maplewood, MN 55109

   **Telephone:** (651) 748-1000

   **Reason for Leaving:** Starting Own Business

3. **Name of Employer/Business:**

   **Position:**

   **Start Date:**

   **End Date:**

   **Address (City, State, Zip):**

   **Telephone:**

   **Reason for Leaving:**
## ADDITIONAL INFORMATION:

A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?  
   - If yes, please attach a copy of your BASSET certification.  
   - If no, when do you expect to complete BASSET certification: \( \square \) Yes \( \square \) No  
   \( \checkmark \) N/A

B. Have you completed the fingerprint/background check process with the City of Evanston?  
   - If no, when do you expect to submit fees and fingerprints: \( \square \) Yes \( \square \) No

C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?  
   \( \square \) Yes \( \checkmark \) No

D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?  
   \( \square \) Yes \( \checkmark \) No

E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?  
   \( \square \) Yes \( \checkmark \) No

F. Were you ever convicted of a felony?  
   If yes, please provide date, details and final disposition.  
   \( \square \) Yes \( \checkmark \) No

G. Were you ever arrested or convicted of any alcohol/drug related violation, 
   including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), 
   public intoxication, or underage consumption of alcohol?  
   If yes, please provide date, location, details regarding the violation, and final disposition.  
   \( \checkmark \) Yes \( \square \) No

H. Have you had a liquor license in any other jurisdiction.  
   \( \square \) Yes \( \square \) No  
   If Yes, set forth all details regarding same.

---

If you have answered “Yes” to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statements carefully and be aware that by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agents to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission  □ YES  □ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer’s license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

Shareholder/Site Manager Signature  Date

State of

THERESA WHITTINGTON
Notary Public - State of Illinois
My Commission Expires Apr. 2, 2023

Subscribed and sworn to before me this 19th day of SEPTEMBER, 2018.

Notary Signature (seal)
SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

Corporation/Partnership Name:  
FORTUNE COOKIE GROUP, INC.

Business Name:  
LAO SZE CHUAN EVANSTON

PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
<th>Middle Initial:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yi</td>
<td>Dong</td>
<td></td>
</tr>
</tbody>
</table>

Title:  
[ ] Sole Owner  [ ] Partner  [ ] Corp Officer  [ ] Site Manager  [ ] Director  [ ] Other: 80%

% of Stock Ownership:

Current Residential Address:  
Suite/ Apt:  
City:  
State:  
Zip:  
Home Phone:  
Work Phone:  
Cell Phone:  
E-mail:  
Date of Birth (MM/DD/YYYY):  
Place of Birth (City, State and Country):  

Are you a citizen of the United States?  [ ] Yes  [ ] No, I am a citizen of:  
Naturalized Citizen:  [ ] Yes  [ ] No  
Naturalization Information:  
Date:  Oct 2010  
City:  CHICAGO  
State:  IL  
County:  U.S.A

RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

<table>
<thead>
<tr>
<th>1. Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Address:</td>
<td>City:</td>
<td>State:</td>
<td>Zip:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Address:</td>
<td>City:</td>
<td>State:</td>
<td>Zip:</td>
</tr>
</tbody>
</table>

EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>1. Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAO SZE CHUAN EVANSTON</td>
<td>Owner</td>
<td>2011-01-01</td>
<td>Current</td>
</tr>
<tr>
<td>Address (City, State, Zip):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4632 N Broadway St</td>
<td></td>
<td></td>
<td>Chicago IL 60640</td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
<td>(773) 293-4613</td>
</tr>
<tr>
<td>Reason for Leaving:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAO SZE CHUAN EVANSTON</td>
<td>Owner</td>
<td>2012-10-01</td>
<td>Current</td>
</tr>
<tr>
<td>Address (City, State, Zip):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1633 North High Ave</td>
<td></td>
<td></td>
<td>EVANSTON IL 60201</td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
<td>(847) 868-8999</td>
</tr>
<tr>
<td>Reason for Leaving:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
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<td>Address (City, State, Zip):</td>
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<tr>
<td>Reason for Leaving:</td>
<td></td>
<td></td>
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</table>
City of Evanston annual Liquor License Application

WAIVER AND RELEASE STATEMENT:

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission ☐ YES ☑ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer's license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

Shareholder/Site Manager Signature 10/08/18

State of Illinois SS.
County of Cook SS.

Subscribed and Sworn to before me this 8th day of October, 2018.

Lindsey (seal)

Notary Signature

OFFICIAL SEAL
LINDSEY OTT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/15/19
Corporation: Fortune Cookie Group INC.

Business name: Lao Sze Chuan Evanston

Purpose of business: restaurant

Shareholder: Yi Dong 80%
             Tak S. Li 20%

Manager: Jose Javier
            Flores Javier
            Yi Dong
            Tak S. Li

Head Chef: Funong He
Corperation: Fortune Cookie Group INC.

Business name: Lao Sze Chuan Evanston

Purpose of business: restaurant

Shareholder: Yi Dong 60%
Tak S. Li 20%
FORM BCA 2.10
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: $150
Franchise Tax: $25
Total: $175

File #: 71896757
Approved By: JXR

FILED
JUL 02 2018
Jesse White
Secretary of State

1. Corporate Name: FORTUNE COOKIE GROUP, INC.

2. Initial Registered Agent: YI DONG
First Name Middle Initial Last Name
Initial Registered Office: 1633 ORRINGTON AVE
Number Street Suite No.
EVANSTON IL 60201-3803 COOK
City ZIP Code County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

<table>
<thead>
<tr>
<th>Class</th>
<th>Number of Shares Authorized</th>
<th>Number of Shares Proposed to be Issued</th>
<th>Consideration to be Received Therefor</th>
</tr>
</thead>
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NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JULY 02, 2018

YI DONG

1633 ORRINGTON AVE
EVANSTON IL 60201

This document was generated electronically at www.cyberdrivillinois.com
<table>
<thead>
<tr>
<th><strong>CORPORATION FILE DETAIL REPORT</strong></th>
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**Return to the Search Screen** | **Select Certificate of Good Standing for Purchase**

(One Certificate per Transaction)

**OTHER SERVICES**

- File Annual Report
- Adopting Assumed Name
- Articles of Amendment Effecting A Name Change
- Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

https://www.itsos.gov/corporateIlc/CorporateLcController

491 of 945
LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, FORTUNE COOKIE GROUP, INC. DBA DBA LAO SZE CHUAN
EVANSTON  
1633 S ORRINGTON AVE  
(Straet and Number)

EVANSTON, ILLINOIS  
(City)  
(State)

and the The Ohio Casualty Insurance Company  
New Hampshire  
corporation, as Surety, are held and firmly bound unto CITY OF EVANSTON  

Two Thousand Five Hundred Dollars And Zero Cents  
($2,500.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 5th day of October, 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Liquor License  

by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:
1. This bond shall continue in force:
   ✗ Until 5th day of October, 2019, or until the date of expiration of any Continuation Certificate executed by the Surety
   OR
   □ Until canceled as herein provided.

2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

FORTUNE COOKIE GROUP, INC. DBA DBA LAO SZE CHUAN EVANSTON  

By  
Principal

The Ohio Casualty Insurance Company  

By  
Timothy A. Mikolajewski, Assistant Secretary
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MAX GROUP & ASSOCIATES
3131 S Canal Street Unit A1
Chicago, IL 60616

INSURED
FORTUNE COOKIE GROUP, INC.
DBA LAO SZE CHUAN EVANSTON
1633 S ORRINGTON AVE
EVANSTON, IL 60201

INSURER: U.S Insurance Company of America

COVERAGES

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

Limits

<table>
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<tr>
<th>Type of Insurance</th>
<th>Limits</th>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 CSL</td>
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A Liquor Liability

18IL0000136BOP00
09/11/18
09/11/19
1,000,000 CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4.

CERTIFICATE HOLDER

City of Evanston
2100 Ridge Avenue, Room 2700,
Evanston, IL 60201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2013 ACORD CORPORATION. All rights reserved.
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD ESTABLISHMENT LICENSE

Fortune Cookie Group

Is Hereby Licensed To Operate

LAO SZE CHUAN

Located At

1633 ORRINGTON AVE

As A Food Establishment Under License Number

18FOOD-0044

No license shall be assigned, sold or transferred, nor shall any license authorize
any person other than the applicant to conduct business under such license.

This license expires December 31, 2018.

Director, Department of Health & Human Services

September 21, 2018

Date Printed

THIS LICENSE MUST BE POSTED AT ALL TIMES SO AS TO BE CLEARLY VISIBLE TO ALL PATRONS.
A BITE OF CHINA INC  
L AO SZE CHUAN  
1633 ORRINGTON AVE  
EVANSTON IL 60201-3803

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

STATE OF ILLINOIS  
LIQUOR CONTROL COMMISSION  
Governor Bruce Rauner

| IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT: |
| A BITE OF CHINA INC  
L AO SZE CHUAN  
1633 ORRINGTON AVE  
EVANSTON IL 60201-3803 |
| Cook |

| HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS: |
| RETAILER ON-PREMISES |
| ISSUE DATE: 02/22/18  
Effective: 02/01/17  
THIS LICENSE 01/31/18 |

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.  
Warehouse: N/A  
Sales Tax Acct # 41239210  
THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL.
The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

STATE OF ILLINOIS
LIQUOR CONTROL COMMISSION
Governor Bruce Rauner

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

A BITE OF CHINA INC
LAO SZE CHUAN
1633 ORRINGTON AVE
E VANSTON IL 60201-3803
Cook

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:

RETAILER ON-PREMISES

ISSUE DATE: 12/22/16
Effective: 02/01/17

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # 41239210

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Warehouse: N/A

License No.: 1A-1121725
Expiration Date: 01/31/18
License Type: RETAILER
Account ID: 41239210
The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.
CITY OF EVANSTON
ALCOHOLIC LIQUOR LICENSE

Licensee
A Bite of China, Inc.
dba Lao Sze Chuan
1633 Orrington Ave
EVANSTON, IL 60201

License Class/Description  License Number
Class C  14LIQA-0002

Authority to sell alcoholic liquor for consumption on premises of hotel or restaurant in Core Area while food service is available.

License Period
2/5/2017 - 2/5/2018

Permitted Service Hours
Mon-Thurs: 11 AM - 1 AM;
Fri-Sat: 11 AM - 2 AM; Sun: 11 AM - 1 AM

\[Signature\]
Honorable Elizabeth Tisdahl, Mayor
Liquor Control Commissioner
CITY OF EVANSTON
ALCOHOLIC LIQUOR LICENSE

Licensee
A Bite of China, Inc.
dba Lao Sze Chuan
1633 Orrington Ave
Evanston, IL 60201

License Class/Description
Class C
Authority to sell alcoholic liquor for consumption on premises of hotel or restaurant in Core Area while food service is available.

License Period

A license to sell liquor in the City of Evanston is a privilege, not a right. This license authorizes the named person/entity to sell liquor under the classification described above. Failure to abide by the terms of the specific license class, as well as all pertinent requirements of the City of Evanston Liquor Control Regulations, renders this license subject to immediate forfeiture. Violators may be subject to prosecution.

Hours of Operation
Mon-Thu: 11 AM - 1 AM;
Fri-Sat: 11 AM - 2 AM; Sun: 12 PM - 1 AM

Elizabeth Tisdahl
Honorable Elizabeth Tisdahl, Mayor
Liquor Control Commissioner
LEASE

This Lease is made and entered into as of this ____________, by and between BCHCHURCH LLC, a limited liability company (herein together with its successors and assigns, called the "Landlord") and Yi Dong, Zhentao Huang and Tak Sum Li (herein called the "Tenant").

RECITALS

WITNESSETH: That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

ARTICLE I
Leased Premises

1.1 Landlord is the property manager of the owner of the building ("Building") and land upon which it is situated, all as described on Exhibit A attached hereto, together with the personal property and equipment situated thereupon (collectively referred to as the "Premises"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Building commonly known as 1633 Orrington Avenue, Evanston, IL 60201 with (i) the personal property and equipment owned by Landlord and situated thereupon as listed on Exhibit A attached hereto and hereby incorporated by reference, and (ii) the right to use of some limited common areas of the Premises, in common with other tenants of the Building (collectively referred to as the "Leased Premises") subject to rules and regulations from time to time promulgated by Landlord.

ARTICLE II
Term

2.1 The full term of this Lease (the "Full Term") shall be for five (5) years beginning on August 1, 2018 (the "Commencement Date").

The term "Lease Year" shall mean each period of twelve (12) consecutive months during the Full Term beginning on the date of the commencement of the Full Term if such date occurs on the first day of the month; if not, then on the first (1st) day of the month next succeeding the month in which the Full Term begins. Subsequent Lease Years shall run consecutively, each such Lease Year beginning on the first (1st) day of the month next succeeding the last month of the previous Lease Year. Any period after the beginning of the Full Term but prior to the beginning of the first (1st) Lease Year shall be added to the first (1st) Lease Year for the purposes of Tenant's obligations hereunder, shall be deemed to be part of the Full Term and shall be ratably adjusted with respect to rent and/or other matters computed with respect to such Lease Year.

ARTICLE III
Rent

3.1 Tenant shall pay to Landlord a minimum monthly rental (the "Fixed Minimum Rent") at the rate of Six Thousand Dollars Three Hundred Ten Dollars and No Cents ($6,310.00) beginning on the Commencement Date through July 31, 2023. Commencing twelve (12) months after the Opening Day, the Fixed Minimum Rent shall be adjusted upward by an annual compounded increase of the current Consumer Price Index ("CPI") and on each anniversary thereafter.

3.2 Property taxes and insurance are included as part of the Fixed Minimum Rent.
3.3 As an additional financial obligation, during the term of this Lease, Tenant shall pay to Landlord, or Landlord’s assigns, by issuance of a separate check from all other obligation of this Lease, an amount equal to two percent (2%) (the “Additional Compensation”), of Tenant’s gross monthly income (excluding all collected sales tax), from all operations, including, but not limited to, eat-in and carryout food and beverage (including alcohol) operation, on-site and off-site catering facility, on-site banquet facility, and food preparation and service, as additional consideration for this Lease from the Commencement Date. Tenant shall provide to Landlord a copy of Tenant’s income and sales statement prepared by a competent accountant or accounting firm which reflects the gross sales receipts and income from all operations of Tenant’s business conducted on or through the Leased Premises (which for purposes of the Additional Compensation shall include food services sales inside, carryout food service sales, catering food service sales, and liquor sales) for Landlord’s records.

3.4 Tenant recognizes and acknowledges, without limiting the generality of any other term or provision of this Lease, that it is the intent of the parties hereto that the Fixed Minimum Rent, Additional Rent and Additional Compensation to be paid by Tenant to Landlord shall be absolutely net to Landlord and not subject to setoff, or other claim against Landlord.

3.5 It is understood and agreed that, during the course of negotiations, references may have been made to the square foot area of the Leased Premises as well as the Premises; that all references to square footage are deemed to be estimates; and, in the event of error in the estimation of said square footage, said error shall not constitute the basis of (i) an increase or decrease in Tenant’s financial obligations hereunder nor (ii) any cause of action by either party hereto against the other.

ARTICLE IV
Impositions

4.1 Intentionally Deleted.

ARTICLE V
Option to Extend and Rental During Renewal Period

5.1 Landlord hereby grants to Tenant the option to extend the term of this Lease (each such extension being herein referred to as the "Extended Term") for one (1) consecutive term of five (5) years upon the same terms, conditions and provisions as established herein for the original term of this Lease, subject to rental increases in accordance with Article 5.3 hereof. Tenant may exercise an option granted hereunder only if:

(a) Tenant has not defaulted in the performance of the covenants, duties and obligations to be performed by the Tenant under this Lease for such a length of time after notice from Landlord as would have afforded Landlord the right to terminate this Lease in accordance with the provisions hereof; and

(b) In the event there are any prior renewal options, all such options have been validly exercised.

5.2 The option granted hereunder must be exercised, if at all, by notice in writing to Landlord not less than nine (9) months prior to the commencement of the applicable Extended Term (the "Option Notice").

5.3 Fixed Minimum Rent for the first Lease Year of each Extended Term shall be determined based upon the greater of: (i) the then current Fixed Minimum Rent adjusted upward by an annual compounded increase of the current Consumer Price Index ("CPI") and on each anniversary thereafter, or (ii) one hundred percent (100%) of the fair market rental value of the Leased Premises (including the
Personal Property) (the "FMV"). The FMV shall be agreed upon by the parties. If, within fourteen (14) days after service of the Option Notice (the "Initial FMV Period"), the parties have not agreed upon the FMV, the FMV shall be determined by appraisal. If the parties agree upon a single appraiser, the FMV shall be determined by such appraiser and the cost of the single appraiser shall be shared equally by the parties. If, within seven (7) days after the expiration of the Initial FMV Period the parties have not agreed upon the identity of a single appraiser, then the FMV shall be determined by three (3) independent appraisers who shall all be MAI certified; one (1) appointed by the Landlord, at Landlord's sole cost and expense, and one (1) appointed by the Tenant, at Tenant's sole cost and expense (such appraisers to be appointed within twenty-one (21) days after the expiration of the Initial FMV Period. The third (3rd) appraiser shall be selected by the appointed appraisers. The cost and expense of the third (3rd) appraiser shall be split evenly between Landlord and Tenant. If the two (2) appraisers so determined shall be unable to agree on the selection of a third (3rd) appraiser within seven (7) days after the last appraiser shall have been appointed, then either appraiser, on behalf of both, may request such appointment by the presiding Judge of any United States District Court for the Northern District of Illinois. The FMV shall be the average of the two (2) closest such appraisers' valuations. If either Landlord or Tenant shall fail to timely appoint an appraiser, the appointed appraiser's valuation shall be the FMV. All appraisals to be considered shall be completed within sixty (60) days after the expiration of the Initial FMV Period.

5.4 Notwithstanding anything to the contrary, in addition to Fixed Minimum Rent during each Lease Year of an Extended Term, Tenant shall continue to pay in addition thereto Additional Rent and Additional Compensation as set forth in Sections 3.2 and 3.3 hereof.

ARTICLE VI
Use

6.1 The Leased Premises may be used for the purpose of a Chinese food restaurant. In no event shall Tenant be permitted to (i) sell or dispense alcohol, beer or other alcoholic or intoxicating beverage for consumption on or off the Leased Premises without proper governmental permits and licenses and sufficient dram shop insurance to adequately cover Tenant and Landlord, or (ii) engage in any activity which might endanger the Building or the safety of other tenants of the Building, nor increase the cost of insurance at the Premises, without the prior written approval of Landlord, which may be arbitrarily withheld. In no event shall Tenant be permitted to store or otherwise maintain at the Leased Premises any materials that are inherently flammable, such as paint, turpentine, paint thinner and the like.

6.2 Tenant shall, in the conduct of its business, as aforesaid, comply with the requirements (including but not limited to zoning laws and ordinances) of all municipal, state and federal authorities which apply to the business conducted upon the Leased Premises. Tenant shall not permit the Leased Premises to be used for any unlawful purpose and shall conduct its business so that the same shall not be or become a nuisance.

6.3 Except when and to the extent that the Leased Premises are untenanted by reason of damage by fire or other casualty, Tenant shall use and continuously operate all of the Leased Premises other than such minor portions thereof as are reasonably required for storage and office purposes.

ARTICLE VII
Environmental Matters

7.1 Tenant represents and warrants that it will not, on or about the Leased Premises, make, store, use, treat or dispose of any "hazardous substances" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, as from time to time amended (the "Act"), and Tenant
represents and warrants that it will at all times comply with the Act and any other federal, state or local laws, rules or regulations governing hazardous materials. Tenant shall and hereby does indemnify and hold Landlord, its beneficiary and, as applicable, its officers, directors, shareholders, employees, personal representatives, successors and assigns (collectively referred to herein as the "Indemnified Parties") harmless from and against any and all loss, damage, expenses, fees, claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, arising out of or in any manner connected with the "release" or "threatened release" of "hazardous substances" (as those terms are defined in the Act, and the rules and regulations promulgated pursuant thereto, as from time to time amended), contaminants, oil, radioactive or other materials from the property or any portion or portions thereof, arising out of or in any manner connected with Tenant's occupancy of the Leased Premises.

**ARTICLE VIII**

**Improvements by Tenant**

8.1 The interior of the Leased Premises may be modified or reconstructed by Tenant, at Tenant's sole cost and expense, as set forth by the Work Letter attached hereto and labeled Exhibit "B" or in accordance with plans and specifications to be prepared by the Tenant's architects; provided, however, that any such modifications or reconstruction (herein called the "Modifications"):

(a) shall be non-structural; and

(b) shall be accomplished and supervised by the Tenant, and be subject to the prior review and approval in writing of Landlord and, at Landlord's option, all other persons or entities designated by Landlord as having an interest in the Leased Premises. Neither Landlord nor Landlord's mortgagee shall have any responsibility with respect to the contract for, the performance of, or the adequacy of, any such Modifications.

8.2 Tenant shall promptly upon demand of Landlord, at any time and from time to time, pay to Landlord the costs of any and all repaving, resurfacing and other repair work which may be necessary to restore any part of the Leased Premises which are damaged or otherwise affected by the Modifications to their condition immediately preceding the commencement of the Modifications.

8.3 Tenant shall, at its cost and expense, obtain all required permits for any Modifications and shall deliver same to Landlord. All of Tenant's improvements shall be in accordance with all building codes and other laws and regulations of governmental bodies having jurisdiction thereover and shall be fully and promptly paid for by Tenant.

8.4 Tenant shall promptly pay all of its contractors and materialmen so as to prevent the possibility of a lien against the Leased Premises, and should any such lien exist inchoate or be made, claimed or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord, all in the manner and to the extent as may be required by Landlord, or by the title insurance company which is insuring the Landlord's and mortgagee's title to the Leased Premises as a condition to issuing its guarantee against loss or damage on account of any of said liens. Tenant shall disburse all payments through a customary form of construction escrow at a title insurance company designated by Landlord, and shall provide Landlord and its mortgagee with interim and final endorsements to the owner's and mortgagee's policy of title insurance, guaranteeing Landlord and its mortgagee against any mechanic lien claim that may arise as a consequence of said construction activities. Tenant hereby indemnifies and holds Landlord (and its officers, directors, shareholders and beneficiaries) harmless from and against any claim, demand, action, judgment or expenses (including attorney fees) directly or indirectly relating to or arising out of the Modifications.

8.5 Tenant shall not grant any security interest in any of the improvements to be installed or constructed by it, nor shall Tenant suffer the attachment of any security interest by operation of law or
otherwise. All Modifications which are affixed to the Leased Premises shall, at the option of Landlord, be deemed fixtures and shall remain the property of Landlord upon expiration or termination of this Lease.

8.6 During any and all periods during which the Tenant may be modifying or reconstructing the interior of the Leased Premises, the Tenant shall, at the Tenant's sole cost and expense, maintain and provide builder's risk and extended coverage insurance insuring the Building for one hundred percent (100%) of its then market value and adequate workmen's compensation insurance. Such insurance policies shall be in the names of the Landlord, the Landlord's mortgagee and the Tenant as their respective interests may appear, provided however, that if the Landlord's mortgagee so requests, said policies shall contain standard mortgage clauses satisfactory to the Landlord's mortgagee.

8.7 Subject to applicable laws and ordinances, and the rights of other tenants at the Premises, Tenant shall have the right to place and maintain signs and advertisements on the exterior and interior of the Leased Premises. In any event, all such signs and advertisements shall be further subject to Landlord's prior written approval (which approval shall not be unreasonably withheld).

8.8 Tenant, at its sole cost and expense, agrees to be responsible for all repair, replacement, remodeling, renovation and/or construction with respect to the Leased Premises that are required in order to be in compliance with applicable laws, codes and ordinances. In the event that the Leased Premises or any portion thereof shall require repair, replacement, remodeling, renovation, or construction shall be required during the term of this Lease, to comply with a ruling of the Federal Occupation Safety and Health Act, Americans with Disabilities Act or any health, safety or environmental protection ordinances, insurance regulations or other administrative rules, regulations, laws or ordinances such remedial actions shall be accomplished within the time allowed by applicable law. Tenant shall be fully responsible for all labor and material required to accomplish the aforesaid requirements. However, no structural alterations shall be commenced without first obtaining the consent of Landlord, and such consent shall not be unreasonably withheld.

ARTICLE IX
Utilities

9.1 Tenant shall pay or cause to be paid, directly to the utility companies, all charges for water, gas, sewer, electricity, light, heat or power, telephone, telecommunications, cable and internet charges, sprinkler alarm system and/or all other utility services used, rented or supplied to or in connection with the Leased Premises during the Full Term to the extent any of the foregoing are separately metered or submetered for the Premises. Notwithstanding anything to the contrary contained herein, water will be submetered from Landlord's water, and Tenant shall pay to Landlord, monthly, for water and sewer and any related charges on the city water bill, a prorata amount equivalent to the fees and taxes the City of Evanston charges Landlord.

ARTICLE X
Maintenance, Repairs and Condition

10.1 With respect to the Leased Premises, Tenant agrees to:

(a) reconstruct, and make all necessary repairs and replacements to, the interior necessitated by any reason whatsoever other than the willful act of Landlord, whether or not the necessity for said reconstruction, replacement and/or repair is caused by ordinary wear and tear, casualty, act of God or the like;
(b) maintain and make all necessary repairs and replacements of (i) the heating, air-
conditioning and air-cooling equipment and (ii) all other personal property and equipment
owned by Landlord and used by Tenant in the operation of the Leased Premises;
(c) do all its own decorating;
(d) make all repairs necessitated by the negligence of Tenant, its invitees, licensees, agents
and employees;
(e) replace all plate glass broken and damaged;
(f) maintain the Leased Premises in a clean and sanitary condition; and
(g) maintain in full force and effect all business licenses required by applicable law as a
condition to doing business on the Leased Premises.

10.2 Tenant has thoroughly inspected the Leased Premises, and is familiar with its condition
and accepts the same in an "as is" condition. Landlord shall not be required to make any repairs or
alterations to the Leased Premises unless such obligation is specifically set forth in this Lease.
LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE
LEASED PREMISES OR EQUIPMENT SITUATED THEREIN OR AS TO THE SUITABILITY OF THE
LEASED PREMISES FOR THE USE INTENDED BY TENANT AND HEREBY DISCLAIMS ANY
RESPONSIBILITY THEREFOR.

ARTICLE XI
Title, and Possession

11.1 Landlord covenants that if the Tenant shall perform all of the covenants and provisions
of this Lease to be performed by the Tenant, the Tenant shall peaceably and quietly occupy and enjoy
the full possession and use of the Leased Premises.

ARTICLE XII
Default

12.1

(a) Each of the following events shall constitute a default:

(i) If Tenant shall (a) make an assignment for the benefit of creditors, (b) file or
acquiesce to a petition in any court (whether or not pursuant to any statute of the
United States or of any state) in any bankruptcy, reorganization, composition,
extension, arrangement or insolvency proceedings, (c) make an application in
any such proceedings for or acquiesce to the appointment of a receiver for all or
any portion of its property; or

(ii) If any petition shall be filed against Tenant (pursuant to any statute of the United
States or any state) to which Tenant shall not acquiesce in any court in any
bankruptcy, reorganization, composition, extension, arrangement or insolvency
proceedings, and (a) Tenant shall thereafter be adjudicated as a bankrupt, or (b)
such petition shall be approved by any such Court, or (c) such proceedings shall
not be dismissed, discontinued or vacated within thirty (30) days; or
(iii) If, in any proceedings, pursuant to the application of any person other than Tenant to which Tenant shall not acquiesce, a receiver or trustee shall be appointed for Tenant or for all or any portion of the property of Tenant and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment; or

(iv) If Tenant shall fail to pay any installment of rent, additional rent, or any other charge required to be paid by Tenant hereunder, when the same shall become due and payable without notice or period of grace; or

(v) If Tenant shall fail to timely maintain all insurance required hereunder and deliver evidence thereof to Landlord, without notice or period of grace; or

(vi) If Tenant shall fail to perform or observe any other requirement of this Lease (not hereinbefore specifically referred to) on the part of the Tenant: to be performed, or observed, and such failure shall continue for twenty (20) days after written notice to Tenant specifying such default, or such longer period of time reasonably required to cure such default, provided Tenant is proceeding diligently to cure the same; or

(vii) If Tenant shall abandon the Leased Premises. If Tenant shall fail to occupy the Premises for fifteen (15) consecutive days, Tenant shall be deemed to have abandoned the Leased Premises.

(b) Upon the happening of any one or more events of default as set forth in this Section, Landlord may elect to terminate this Lease or to terminate Tenant's right to the use and possession of the Leased Premises without terminating this Lease. Upon either such election by Landlord, Tenant's right to the use and possession of the Leased Premises shall terminate and Tenant shall forthwith quit and surrender the Leased Premises to the Landlord. Notwithstanding any termination of this Lease, together with Tenant's right to the use and possession of the Leased Premises, surrender and any entry into possession by Landlord, Tenant shall be subject to all remedies, at law or in equity, available to Landlord and Tenant's liability under all of the provisions and conditions of this Lease shall continue; provided, however, Landlord agrees to use all reasonable efforts to relet the Leased Premises (but such obligation shall not include the requirement of the expenditure by Landlord of funds for the purpose of modifying the Leased Premises or any improvements thereon) and in the event of such reletting the amount received therefrom shall be applied as a credit against the obligations of the Tenant, monthly, after charging such receipts with Landlord's reasonable expenses of such reletting.

(c) If this Lease, or Tenant's right to possession of the Leased Premises, shall be terminated as herein provided, Landlord, or its agents or employees, may immediately or at any time thereafter re-enter the Leased Premises and remove therefrom Tenant, Tenant's agents, any subtenants and any licensees, concessionaires or invitees, together with any of its or their property, either by summary distress proceedings or by any suitable action or proceeding at law or in equity or by force or otherwise. In the event of such termination, Landlord may repossess and enjoy the Leased Premises as fully and with the same effect as if this Lease had never been executed. Landlord shall be entitled to the benefits of all provisions of law and/or equity with respect to the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer. Notwithstanding any such re-entry, repossession, dispossession or removal, Tenant's liability under all of the provisions of this Lease shall continue in full force and effect.
(d) In addition to all other remedies available to Landlord, at the option of Landlord and upon notice to Tenant (i) the unpaid rent for the balance of the original lease term, or then applicable renewal term, as the case may be, shall be accelerated and shall be immediately due and payable, or (ii) in light of the difficulty in calculating the exact amount due under subsection (i) aforesaid, Landlord shall accept, as liquidated damages, an amount equal to three-quarters (3/4) of the Fixed Minimum Rent due for the balance of the appropriate term after discounting said balance to present value at a rate of interest equal to the lowest yield on U.S. Treasury obligations as of the date of Landlord's notice having a maturity date closest to the last day of the applicable term.

(e) Tenant shall pay, within five (5) days after notice from Landlord, all costs and expenses (including attorney fees) incurred by Landlord in enforcing or interpreting any of Landlord's rights under this Lease, in connection with the reletting of the Leased Premises or in the performance of Tenant's obligations hereunder.

(f) In the event any documentation delivered by Tenant or any guarantor to Landlord to entice Landlord to enter into this Lease is later determined by Landlord, in Landlord's sole discretion, to be misleading or untrue, Landlord shall have the right to immediately terminate this Lease without further action.

ARTICLE XIII
Assignment and Sublease

13.1 Tenant shall not directly nor indirectly assign this Lease in whole or in part or sublease the Leased Premises in whole or in part, nor permit occupancy of the Leased Premises by anyone other than Tenant, without the prior written consent of Landlord, nor without such consents as may be required by any mortgagee of the Leased Premises. In the event that Landlord consents to such assignment or subleasing Tenant shall remain primarily liable to perform all of the terms, covenants, conditions, and agreements to be performed on the part of the Tenant under this Lease, including but not limited to the payment of rent and other costs and expenses as provided herein. If Tenant or any component of Tenant is a corporation or partnership, a transfer of corporate stock or of partnership interests shall constitute an unpermitted assignment hereunder. Landlord's consent to an assignment shall not be unreasonably withheld. If there is a sublease, or permitted lease assignment, Landlord will be entitled to 100% of (i) the sublease rent over Tenant's rent hereunder, or (ii) other payment thereon.

ARTICLE XIV
Fire and Extended Coverage Insurance/Rent Abatement and Termination Upon Casualty

14.1 Landlord shall maintain insurance insuring the Premises during the Full Term hereof against loss by fire, vandalism, malicious mischief and such other perils included from time to time in standard "All-Risk" fire (with extended coverage endorsement) insurance policies as Landlord shall determine or as required by Landlord's mortgagee. Such insurance shall be maintained in such amounts and with such insurers as shall be determined by Landlord.

14.2 If the Leased Premises shall be damaged or destroyed by fire or other casualty, then Landlord, at its option, may terminate this lease by notice to Tenant given within sixty (60) days after such damage or destruction. If Landlord shall not terminate this lease then this Lease shall continue in full force and effect and such repairs will be made within a reasonable time thereafter, subject to delays arising from force majeure. Rent shall continue without abatement during the period that the Leased Premises are unfit for use by Tenant and are not used by Tenant in the ordinary conduct of its permitted uses hereunder. If this Lease is terminated as herein permitted, Landlord shall refund to
Tenant any prepaid rent (unaccrued as of the date of damage or destruction) or security deposit less any sum then owing to Landlord by Tenant. In the event of such a fire or other casualty, Tenant's rights and remedies shall be limited to those described herein. All proceeds of insurance not required for said repair and reconstruction shall be and remain the property of Landlord.

14.3 Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises, resulting from Tenant's use and occupancy of the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

ARTICLE XV
Liability and Other Insurance

15.1 Landlord shall not be liable for injuries, including accidental death, to any person or damage to any property due to the condition of the Leased Premises or to the occurrence of any accident on or about the Leased Premises as a result of any act or neglect of Tenant or of any other occupant of the Leased Premises or of any other person. Tenant shall be responsible and liable to Landlord for any damage to the Leased Premises and for any act done thereon by Tenant or by any person coming onto the Leased Premises by the license of Tenant, expressed or implied, and Tenant does hereby indemnify and save harmless the Indemnified Parties from any and all liability for any injury, including accidental death, to any person and/or damage to any property resulting from Tenant's use or tenancy of the Leased Premises.

15.2 Tenant shall protect against Tenant's liability hereunder by maintaining and providing, at Tenant's sole cost and expense, public liability insurance (including but not limited to public liability insurance with respect to all exterior signs) in amounts which from time to time are deemed to be reasonable and prudent for like properties, but in no event shall such amounts be less than Two Million Dollars ($2,000,000.00) for injuries, including accidental death, to any one person and, subject to the same limits for each person on account of any one accident and for damage to property in an amount not less than Two Million Dollars ($2,000,000.00). Tenant shall, at Landlord's request, increase the public liability insurance limits to such amounts as may be designated from time to time by Landlord, or which may be required by Landlord's mortgagee. All such public liability insurance shall be maintained with reputable insurers licensed to do business in Illinois who are rated by Best as A or better and who are acceptable to Landlord in its sole discretion, and shall provide that such policies will not be cancelled without at least thirty (30) days prior written notice to Landlord and Landlord's mortgagee. Landlord and, if requested, Landlord's mortgagee and other persons designated by Landlord as having a title interest in the Leased Premises, shall be named as an additional party insured on said liability insurance policy.

15.3 Original copies of such insurance policies shall be delivered to Landlord from time to time and at least thirty (30) days prior to the end of the insuring term of any prior policy in effect.

15.4 Landlord shall maintain such public liability insurance with respect to the Premises as Landlord shall determine in its sole discretion. Such insurance shall not insure any liability of Tenant.

ARTICLE XVI
Subordination, Estoppel
16.1 At the request of Landlord, the Tenant shall execute a subordination and attornment agreement pursuant to which Tenant shall declare that its rights hereunder are subject and subordinate to any mortgage or trust deed creating a mortgage lien which may from time to time be placed upon the Premises, if the mortgagee or trustee named in said mortgage or trust deed shall agree not to disturb Tenant's leasehold in the event of foreclosure provided Tenant is not then in default hereunder. Tenant shall execute and deliver such subordination and attornment agreements customarily used by the Landlord's mortgage lender.

16.2 Tenant agrees at any time, and from time to time during the Full Term, upon request of Landlord or the holder of any mortgage or other instrument of security given by Landlord, to execute, acknowledge, and deliver to Landlord, any purchaser of the Leased Premises and/or to the holder of such instrument, a statement in writing certifying that this Lease has not been modified and is in full force and effect (or if there have been modifications, that the same are in full force and effect and stating such modifications); that there are no defaults hereunder by Landlord, if such is the fact; the dates to which the Fixed Minimum Rent and other charges have been paid; and such other matters as shall be usual and customary of the requesting party, it being intended that any such statement so delivered may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of Landlord.

16.3 Tenant shall provide such financial information relative to Tenant and Tenant's business as shall be required from time to time by Landlord's mortgage lender or any purchaser or prospective purchaser of the Leased Premises.

16.4 Tenant further agrees at any time and from time to time, to acknowledge notice of the assignment of this Lease by Landlord to its mortgagee or to any other person or entity. From and after the date on which the Landlord's interest under this Lease is assigned other than for collateral purposes, Tenant shall attain to Landlord's assignee and Landlord shall thereafter be relieved of all further obligations hereunder, if any.

ARTICLE XVII
Eminent Domain

17.1 If the entire Leased Premises is taken under the power of eminent domain, this Lease shall terminate on the date Tenant is deprived of possession pursuant to such taking.

17.2 If under the power of eminent domain fifty percent (50%) or more of all of the Leased Premises is taken by one or more takings, then Tenant may terminate this Lease by giving Landlord not less than thirty (30) days notice thereof at any time after the date of such taking and before the expiration of ninety (90) days from the date possession of such portion of the Leased Premises so taken is required to be given to the authority exercising such power of eminent domain.

17.3 In the event of any partial taking of the Leased Premises and provided that Tenant has not terminated this Lease as provided in Article 17.2 hereof, rents and other charges payable by Tenant hereunder shall not be reduced provided, however, that any award received by Landlord after payment of all expenses of Landlord shall be used to restore the remaining portions of the Leased Premises.

17.4 For the purpose of this Article XVII, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

17.5 Landlord shall be entitled to the award for the taking of the fee under the power of eminent domain and Tenant shall have no claim for loss of its leasehold interest. Tenant shall be entitled to make claim against the condemning authority (but not against Landlord) and receive compensation for any loss for which compensation is awarded pursuant to the laws of the State of
Illinois, but in no event shall said claim result in a reduction of or offset against any award claimed by Landlord.

ARTICLE XVIII

Inspection

18.1 Landlord or Landlord's agent shall be permitted to inspect or examine the Leased Premises at all reasonable times.

18.2 In the event that an inspection indicates that Tenant has failed to make any repairs or to perform any maintenance required to be made by it hereunder, Landlord shall serve notice upon Tenant to make such repairs or to perform such maintenance and shall afford Tenant a reasonable time thereafter to comply with said notice. If, however, Tenant fails to comply with the said notice within a reasonable time after receipt thereof, Landlord may make such repairs or perform such maintenance at Tenant's expense.

18.3 In the event that Landlord shall expend monies to make any repairs or to perform any maintenance required to be made by Tenant hereunder, all such expenditures shall be and become immediately payable by Tenant as additional rent hereunder.

ARTICLE XIX

Surrender

19.1 Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises in good order and condition, ordinary wear and tear excepted. Tenant shall, prior to the expiration or other termination of this Lease, replace any items of Personal Property that may have been damaged, destroyed, lost or misplaced and all Personal Property, including any additions thereto from Tenant shall continue to belong to Landlord and remain at the Leased Premises as a fully equipped restaurant. Tenant hereby agrees to pay all costs and expenses incurred by Landlord in repairing or replacing any of the Personal Property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

19.2 If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the Lease Term, the Tenant shall be deemed the Tenant "at will" of the Leased Premises with a Fixed Minimum Rent per day equal to Two Hundred Percent (200%) of aggregate of the Fixed Minimum Rent and Operating Costs which were last payable hereunder and subject to all other terms and conditions hereof. The acceptance of rent under the provisions of this Article 19.2 shall not, however, be construed as a waiver by Landlord of any rights to re-entry as set forth in this Lease.

ARTICLE XX

Address for Notice and Rental Payments

20.1 Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served by either party to this Lease when made in writing, served personally by delivery or when deposited in the U.S. mails, certified or registered mail, addressed as follows:

Landlord:

107 Green Bay Road
Wilmette, Illinois 60091
with a copy to:

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street, Suite 2910
Chicago, Illinois 60603

Tenant:

Tenant shall send a copy of all notices directed to Landlord to any mortgagee of the Leased Premises who shall request the same by a notice to that effect provided to Tenant in accordance with this Paragraph. Notices from Landlord may be given by the beneficiary of Landlord or the attorney or other agent of such beneficiary. All rental payments shall be made payable to the order of the Landlord (or if Landlord is a land trust then to the order of the beneficiary of Landlord) and sent to Landlord at the above address. The addresses may be changed from time to time and at any time by either party by serving notices as above provided.

ARTICLE XXI
Waiver: Remedies Cumulative

21.1 No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition, nor shall the acceptance of rent by Landlord at any time when Tenant is in default hereunder be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default.

21.2 The rights and remedies of Landlord under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Landlord from exercise or use of any other right or remedy provided herein or provided by law.

ARTICLE XXII
Governing Law

22.1 The terms of this Lease have been negotiated, and this Lease executed, in the State of Illinois and shall be interpreted in accordance with the laws of the State of Illinois.

ARTICLE XXIII
Security Deposit

23.1 Tenant hereby deposits with Landlord upon execution of the Lease by Tenant and Landlord, the sum of Six Thousand Three Hundred Ten Dollars and No Cents ($6,310.00) (the "Security Deposit") to be held in an account at all times for the benefit of Landlord as security for the full and faithful performance by Tenant of all of the terms, conditions and covenants contained in this Lease on the part of Tenant to be performed. At all times the Security Deposit shall be equal to the current month's applicable Fixed Minimum Rent. Accordingly, concurrent with each increase in Fixed Minimum Rent, Tenant shall also pay to Landlord an increase in the Security Deposit. In the event of a default by Tenant of any term, condition or covenant herein contained, Landlord is hereby authorized (but is not
obligated) to apply all or any part of the Security Deposit to compensate Landlord for damages in-
curred, but such application shall not be deemed a cure of all or any part of such default. Tenant
agrees to promptly, upon demand, deposit such additional sums as may be required to maintain the full
amount of the deposit. The unapplied portion of the Security Deposit shall be returned to Tenant at the
end of the term of this Lease, without interest, provided that there is then no uncured default. At such
time as the Leased Premises shall be sold, the Landlord's interest in the Security Deposit shall be
assigned and Tenant provided with notice of the assignee's name and address, and Tenant hereby
releases Landlord from any further obligation or accounting with respect to the Security Deposit.
Tenant shall not look to any mortgagee of the Leased Premises for a return of the security deposit
unless the mortgagee shall be in actual receipt thereof by actual delivery, proration credit or otherwise.

ARTICLE XXIV
Landlord's Performance of Tenant Obligations

24.1 In the event that (i) there shall be an emergency affecting the Leased Premises for which
Tenant is responsible, or (ii) Tenant shall fail to pay or perform any monies required to be paid or
obligations required to be performed (collectively, "Tenant's Obligations"), and any applicable grace
period has elapsed, Landlord shall have the right but not the obligation to pay or perform Tenant's
Obligations. Tenant agrees to reimburse Landlord for the amount expended within five (5) days after
notice of the amount due. If the aforesaid amount is not paid within such five (5) day period, Tenant
shall in addition pay the late charge and Default Rate of Interest otherwise provided for herein. Such
payment or performance by Landlord shall not be deemed a cure of all or any part of Tenant's default.

ARTICLE XXV
Late Payment

25.1 In the event that any sum required to be paid by Tenant hereunder is not paid within one
(1) day after the same shall be due, Tenant shall pay a late charge of ten percent (10%) of the amount
so overdue to defray the costs incurred by Landlord in administering to the overdue account. In
addition thereto, Tenant shall pay interest ("Default Rate of Interest") on all amounts due hereunder
which are not paid promptly when due at the annual rate equal to the lesser of (i) the maximum rate of
interest permitted to be charged under applicable law, or (ii) ten percent (10%) in excess of the Prime
Rate of interest charged from time to time by JPMorgan Chase Bank (or any entity which succeeds to
all or a substantial portion of the assets and/or business of said bank). The term "Prime Rate of
Interest" shall mean and refer to the rate of interest from time to time announced by said bank as being
its prime rate of interest.

ARTICLE XXVI
Commissions

26.1 Each party hereto represents to the other that they have not engaged or otherwise dealt
with any real estate agent or broker in connection with this Lease and there are no fees or commissions
due for bringing about the execution and delivery of this Lease, and in the event of a breach of such
cooperative each party hereby indemnifies and holds the other harmless of and from each and every
claim for fees or commissions made against such other party, which claim is based on the agreement
or undertaking of the indemnifying party.

ARTICLE XXVII
Reletting

27.1 During the final six (6) months of the lease term, Landlord shall have the right from time
to time to show the Leased Premises to prospective tenants during customary business hours. In
addition, Landlord shall have the right from time to time, during customary business hours, to show the
Leased Premises to prospective purchasers or lenders.

ARTICLE XXVII

Litigation

28.1 The Tenant covenants and agrees that in case the Landlord shall be made a party to
any litigation relating to or arising in connection with the maintenance or operation of the Leased
Premises during the term hereof or the performance of any of Tenant’s obligations hereunder, then the
Tenant shall and will defend and hold harmless Landlord, its beneficiaries (and the officers, directors,
shareholders and partners in such beneficiaries), their respective employees and agents from and
against such litigation and all costs, losses and expenses (including reasonable attorneys’ fees and
court costs) incurred as a result thereof shall, if paid by Landlord herein, be so much additional rent due
on the next rent date after such payment or payments, together with interest at the Default Rate of
Interest from the date of payment until repaid.

ARTICLE XXIX

Interpretation

29.1 All provisions hereof are to be construed as covenants and agreements as though the
words importing such covenants and agreements were used in each section hereof. The necessary
grammatical changes required to make the provisions of this Lease apply in the plural sense where
there is more than one Landlord or Tenant and to either corporations, associations, partnerships or
individuals, males or females, shall in all instances be assumed as though in each case fully
expressed. Wherever possible each provision of this Lease shall be interpreted in such manner as to
be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or
invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or
invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

ARTICLE XXX

Entire Agreement

30.1 All negotiations, considerations, representations and understandings between the
parties are merged herein and may be modified or altered only by an agreement in writing between the
parties hereto.

ARTICLE XXXI

Captions

31.1 The headings of the several articles contained herein are for convenience of reference
only and do not define, limit or construe the contents of such articles.

ARTICLE XXXII

Time of Essence

32.1 Time is of the essence with respect to the payment and performance of all sums
required to be paid and covenants to be performed hereunder by Tenant.

ARTICLE XXXIII

Binding Effect; Exculpation

33.1 This Lease shall be binding upon and inure to the benefit of the parties hereto, their
successors, assigns and personal representatives.
33.2 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee or against the trust beneficiary on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

ARTICLE XXXIV
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ARTICLE XXXV
Substitution of Space

35.1 At any time and from time to time whether before or after the Commencement Date, Landlord shall have the right to substitute other space in the Building ("Substitute Space") for the Premises by notice (a "Substitution Notice") given to Tenant designating the space so substituted for the Premises. The Substitute Space shall have a rentable area substantially similar to the Premises. Notwithstanding such substitution of space, this Lease and all the terms, provisions, covenants and conditions contained in this Lease shall remain and continue in full force and effect, except that the Premises shall be and be deemed to be the Substitute Space, with the same force and effect as if the Substitute Space were originally specified in this Lease as the Premises demised hereunder.

35.2 In the event of the substitution of space as provided in Article 35.1 the following provisions (a) through (d) shall apply:

(a) If the Substitute Space has a rentable area less than the rentable area of the Premises, the Fixed Rent payable under this Lease and Tenant's Share, effective on the date that Tenant takes possession of the Substitute Space (the "Substitution Date"), shall be decreased to reflect the lesser number of rentable square feet in the Substitute Space, provided, however, that in no event shall the Substitute Space contain less than ninety-five (95%) percent of the rentable area of the Premises.

(b) Landlord shall, at Landlord's expense, prepare the Substitute Space in substantially the same manner as Tenant has prepared the Premises and shall have the right to remove any floor covering, cabinet work, and any other decoration to the Substitute Space, as well as telephone lines and any other communication line to the Substitute Space.

(c) As soon as Landlord has completed preparing the Substitute Space as set forth above, Tenant, upon fifteen (15) day's prior written notice, shall move to the Substitute Space at Landlord's sole cost and expense, and upon failure of Tenant so to move to the Substitute Space, Landlord, as Tenant's agent, may remove Tenant from the Premises to the Substitute Space. The failure of Tenant to move to the Substitute Space pursuant to this Article shall be deemed a default under
this Lease.

(d) Promptly after Tenant shall enter into occupancy of the Substitute Space, Landlord shall reimburse Tenant, if Landlord shall have given the Substitution Notice after Tenant has moved into the Premises, for Tenant's reasonable moving expenses. Upon request from Landlord, Tenant shall supply Landlord with satisfactory evidence of out-of-pocket expenses incurred by Tenant in moving from the Premises to the Substitute Space.

35.3 Following any substitution of space pursuant to this Article, Landlord and Tenant, promptly at the request of either party, shall execute and deliver a supplementary agreement setting forth such substitution of space, the Substitution Date and the change (if any) in the Fixed Minimum Rent and Additional Rent.

35.4 In the event Landlord desires to vacate or remodel eighty percent (80%) of the Building, Landlord shall have the right upon one (1) years prior notice to Tenant to terminate this Lease effective the date in said notice. Upon delivery of possession of the Premises pursuant to the terms hereof on or before the date in said notice, Landlord shall pay to Tenant within thirty (30) days thereafter the amount equivalent to one (1) years Fixed Minimum Rent. Tenant's obligation to pay Fixed Minimum Rent, Additional Rent, Additional Compensation and any other costs or charges under this Lease, and to perform all other Lease obligations for the period up to and including the date in said notice, shall survive the termination of this Lease.

ARTICLE XXXVI
Payment Upon Execution

36.1 Upon execution and delivery of this Lease by Tenant and Landlord, Tenant shall deliver to Landlord the Security Deposit and the amount equal to the first full month's rent.

ARTICLE XXXVII
Execution In Part

37.1 This Lease may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts taken together, shall constitute one and the same instrument.

(Signatures contained on next page)
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date and year first above written.

LANDLORD:

BCHCHURCH LLC

By: [Signature]
Name: [Name]
Its: [Position]

TENANT:

Yi Dong

Zhentao Huang

Tak Sum Li
Certificate of Completion

American Safety Council

TAK LI

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 10/31/2018

from the American Safety Council.

Jeff Pairan

518 of 945
This card certifies that:

TAK LI

has completed the
On-Premise BASSET Alcohol Certification

11/30/2018

Exp. Date:
Certificate of Completion

American Safety Council

YI DONG

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 11/5/2018

from the American Safety Council.

Jeff Pairan

520 of 945
American Safety Council

Illinois BASSET Training

This card certifies that:

YI DONG

has completed the

On-Premise BASSET Alcohol Certification

12/5/2018

Exp. Date:
Cold Appetizer 冷盤

101 Sliced Beef & Maw Szechuan Style 7.95
102 Five Powder Beef 7.95
103 Spicy Beef Tendon 7.95
104 Garlic Beef Tendon 7.95
105 Never Forget Chicken Chengdu Style (w/ Bone) 7.95
106 Bon Bon Chicken 7.95
107 Sliced Tender Pork w/ Garlic Sauce 6.95
108 Spicy & Sour Squid 7.45
109 Bamboo Shoots Szechuan Style 6.95
110 Vegetarian Chicken Shanghai Style 7.95
111 Spinach w/ Ginger Sauce 6.95
112 Crispy Peanut w/ Dry Bean Curd 6.95
113 House Special Spicy Cabbage 醬味白菜 6.50

Hot Appetizer 熱盤

150 Shanghai Spring Rolls (2) 3.50
151 Chicken Egg Rolls (2) 4.50
152 Pork Pot Stickers (6) 6.95
153 Crab Rangoons (4) 5.95
154 Beef Satays (4) 6.95
155 Jumbo Shrimp (6) 7.95
156 String Bean Spicy Black Bean Sauce 6.95
157 Deep Fried or Steamed Chinese Bread (6) 5.95
158 Chicken Satays (4) 6.45

Soup 湯類

201 Hot & Sour Soup 2.45
202 Chicken Hot & Sour Soup 3.45
203 Wonton Soup 2.45
204 Egg Drop Soup 2.45
205 House Special Hot & Sour Soup 3.45
206 Spinach Tofu Soup 7.45
207 Mixed Vegetable Soup 7.45
208 Shredded Pork w/ Chinese Pickle Soup 8.95
209 West Lake Beef Soup 8.95
210 Pan-Fried Eggs w/ Tomato Soup 7.45
211 Sour Pickle & Sole Fish Fillet Soup 8.95
212 toasted pumpkin seeds 8.95
213 Seafood Hot & Sour Soup 8.95
214 Seafood Tofu Soup 8.95
215 Spinach Meat Ball Soup 8.95

Noodle Soup 麵類

250 Beef Brisket Noodle Soup Szechuan Style 10.95
251 Beef Noodle Soup 10.95
252 Korean Style Noodle Soup 11.95
253 Seafood Noodle Soup 12.95
254 Shredded Pork w/ Chinese Pickle Noodle Soup 9.95
255 Mixed Vegetables Noodle Soup 9.95
256 Mixed Vegetables Rice Noodle Soup 9.95
257 Spicy & Sour Noodle 8.95
258 Noodle w/ Pork Intestine 10.95

Beef & Lamb 牛羊類

401 Boiled Beef in Spicy Szechuan Sauce 15.95
402 Kang Pa Beef 15.95
403 Chef’s Special Diced Beef w/ Tender Tofu 15.95
404 Spicy Red Curry Beef 14.45
405 Orange Beef Tenderloin 14.45
406 Mongolian Beef Tenderloin 14.45
407 Human Beef 14.45
408 Green Pepper Beef 14.45
409 Beef w/ Mixed Vegetables 14.45
410 Szechuan Beef 14.45
411 Beef w/ Snow Peas 14.45
412 Beef in Garlic Sauce 14.45
413 Beef w/ American Broccoli 14.45
414 Spicy Beef Tenderloin 14.45
415 Mo Shu Beef 14.45
416 Beef w/ Pure Cumin Powder 15.95
417 Chef’s Special Dry Chili Beef 15.95
418 Stewed Beef Tender w/ Green Onion 15.95
419 Spicy Beef Tenderloin Oyster Sauce 15.95
420 Spicy Garlic Pepper Beef Tenderloin 15.95
Seafood 海鲜類

- 101 Famous Empress Lobster w/ Dry Chili 🎯 香辣神甫龍蝦 M.P.
- 102 Famous Empress Dungeness Crab w/ Dry Chili 🎯 香辣神甫大蝦 M.P.
- 103 Lobster Stir-Fried w/ Salted Egg Paste 🎯 金龍炒蝦 M.P.
- 104 Dungeness Crab Stir-Fried w/ Salted Egg Paste 🎯 龍蝦炒蛋 M.P.
- 105 Lobster Stir-Fried w/ Ginger & Scallion 🎯 龍蝦炒薑葱 M.P.
- 106 Dungeness Crab Stir-Fried w/ Ginger & Scallion 🎯 龍蝦炒薑葱 M.P.
- 107 Salt & Pepper Lobster 🎯 龍蝦炒薑葱 M.P.
- 108 Salt & Pepper Dungeness Crab 🎯 龍蝦炒薑葱 M.P.
- 109 Steamed Whole Fish Canton Style (w/bone) 🎯 清蒸全魚 23.45
- 110 Steamed Whole Fish Chongqing Style (w/bone) 🎯 乾鍋全魚 23.45
- 111 Whole Fish w/ Tofu Szechuan Style (w/ bone) 🎯 豆腐全魚 23.45
- 112 Steamed Whole Fish w/ Chili Bean Sauce (w/ bone) 🎯 豆瓣全魚 23.45
- 113 Extremely Spicy Whole Fish Chongqing Style (w/ bone) 🎯 重慶麻辣全魚 23.45
- 114 Steamed Fish w/ Chili 🎯 泡椒全魚 25.45
- 115 Whole Fish Fillet w/ Sour Pickle 🎯 酸菜魚片 27.95
- 116 Stir-Fried Sole Fish Fillet w/ Pickle Cabbage 🎯 雞蓉魚片 16.45
- 117 House Special Spicy Sole Fish Fillet 🎯 魚片 16.45
- 118 Sole Fish Fillet Chili Bean Sauce 🎯 火鍋魚片 16.45
- 119 Sole Fish Fillet w/ Sour Pickle in Spicy Soup 🎯 重慶酸菜魚片 16.45
- 120 Orange Sole Fish Fillet 🎯 魚片 16.45
- 121 Sole Fish Fillet Black Bean Sauce 🎯 黑豆魚片 16.45
- 122 Boiled Sole Fillet in Spicy Szechuan Sauce 🎯 水煮魚片 16.45
- 123 Chef’s Special Sole Fish Fillet w/ Tender Tofu 🎯 老四川豆花魚 16.45
- 124 Stir-Fried Squid 🎯 火鍋魚片 16.45
- 125 Salt and Pepper Squid 🎯 香辣魚片 16.45
- 126 Chef’s Special Stir-Fried Three Delight 🎯 老四川綜合三鮮 18.95
- 127 Chef’s Special Dry Chili Three Delight 🎯 香辣三鮮 18.95
- 128 Salt & Pepper Three Delight 🎯 焗辣三鮮 18.95
- 129 Seafood Platter 🎯 海鮮大拼 18.95
- 130 Seafood Combination w/ Fried Tofu in Pot 🎯 海鮮豆腐煲 18.95
- 131 Sautéed Shrimp 🎯 爆炒蝦仁 16.45
- 132 Moo Shu Shrimp 🎯 木須蝦仁 16.45
- 133 Shrimp in Garlic Sauce 🎯 鮮蝦仁 16.45
- 134 Cashew Nut Shrimp 🎯 嘔噔蝦仁 16.45
- 135 Shrimp w/ Mixed Vegetables 🎯 時令時蔬 16.45
- 136 Shrimp w/ Snow Peas 🎯 雪冬蝦仁 16.45
- 137 Shrimp w/ American Broccoli 🎯 西蘭蝦仁 16.45
- 138 Shrimp w/ Lobster Sauce 🎯 龍蝦蝦湯 16.45
- 139 Spicy Red Curry Prawns 🎯 火鍋大蝦 17.95
- 140 Salt & Pepper Prawns (w/ shell) 🎯 火鍋大蝦 17.95
- 141 Sweet & Sour Prawns 🎯 甜酸蝦仁 17.95

Pork 豬肉類

- 201 Twice Cooked Pork Szechuan Style (Fat) 🎯 四川回鍋肉 13.45
- 202 Twice Cooked Dry Chili Pork (Fat) 🎯 香辣回鍋肉 14.45
- 203 Double Fried Sliced Pork w/ Cilantro (Dry) 🎯 雙重麻辣肉絲 14.45
- 204 Pan-Fried Sateed Pork Szechuan Style 🎯 双重麻辣肉 14.45
- 205 Sateed Pork w/ Wood Ear Mushroom 🎯 雙重麻辣肉片 14.45
- 206 Boiled Pork in Spicy Szechuan Sauce 🎯 雙重麻辣肉 14.45
- 207 Pork in Garlic Sauce 🎯 漢堡肉片 13.45
- 208 Pork Stir-Fried in Peking Sauce 🎯 北京烤肉片 13.45
- 209 Sliced Pork, Dry Bean Curd w/ Chives 🎯 芹香肉片 13.45
- 210 Steamed Pork w/ Sweet Pickle (Fat) 🎯 嫩肉片 13.45
- 211 Steamed Pork w/ Fried Tofu (Fat) 🎯 五香肉片 13.45
- 212 Chairman Mao Hong Sue Pork (Fat) 🎯 炙燒肥腸 13.45
- 213 Pork Intestine & Pork Blood Cake in Pot 🎯 腸血肠 13.45
- 214 Double Fried Spicy Pork Intestine (Dry) 🎯 腸血腸 13.45
- 215 Hump Spicy Pork Intestine Szechuan Style 🎯 魚翅片 13.45
- 216 Salt & Pepper Short Ribs 🎯 鹽酥排骨 13.45
- 217 Chef’s Special Dry Chili Short Ribs 🎯 老四川排骨 12.95
- 218 House Special Short Ribs w/ Pure Carnin Powder 🎯 木須肉片 14.95
- 219 Moo Shu Pork 🎯 老四川辣炒肉片 14.95
- 220 Lao Gan Ma Special Short Ribs 🎯 濃郁肉片 14.95
- 221 Sweet & Sour Short Ribs w/ Lychee Flavor 🎯 蘆柑排骨 13.95
- 222 Braised Meat Ball 🎯 吉祥排骨 13.95
- 223 Stewed Pork w/ Rice Noodles 🎯 家鄉肉燥 13.95
- 224 Homeland Ground Pork 🎯 醬菜排骨淨豆腐 21.00

Poultry 雞鴨類

- 301 Chef’s Special Dry Chili Chicken 🎯 雞辣子 13.95
- 302 Sweet & Sour Chicken 🎯 雞甜酸 13.95
- 303 Chicken w/ Snow Peas 🎯 雞炒時蔬 13.95
- 304 Cashew Nut Chicken 🎯 雞腰果 13.95
- 305 Chicken w/ American Broccoli 🎯 雞西蘭 13.95
- 306 Chicken w/ Mixed Vegetables 🎯 雞時令 13.95
- 307 Spicy Red Curry Chicken 🎯 雞紅咖喱 13.95
- 308 General Tao’s Chicken 🎯 鮮蝦仁 13.95
- 309 Orange Chicken 🎯 檸檬鴨 13.95
- 310 Sesame Chicken 🎯 芝麻鴨 13.95
- 311 LaLala Spicy Chicken in Pot (w/ Bone) 🎯 茶幹豆腐煲 14.45
- 312 Szechuan Chicken 🎯 湖南鴨肉 13.95
- 313 Tony’s Chicken w/ Three Chili 🎯 三椒鴨肉 13.95
- 314 Chicken in Garlic Sauce 🎯 鴨蒜茸 13.95
- 315 Kung Pao Chicken 🎯 醬子鴨 13.95
- 316 Hunan Chicken 🎯 鮮脆鴨肉 13.95
- 317 Stewed Chicken w/ Mixed Vegetables 🎯 舊日風味 13.95
- 318 Basil Chicken 🎯 鮮辣鴨肉 13.95
- 319 Nine Dragons Sauce 🎯 五香鴨 13.95
### Vegetables 素菜類

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<td>502</td>
<td>Spinach</td>
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<td>503</td>
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<td>504</td>
<td>String Bean</td>
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<tr>
<td>505</td>
<td>Eggplant</td>
<td>11.95</td>
</tr>
<tr>
<td>506</td>
<td>Baby Bok Choy</td>
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<tr>
<td>507</td>
<td>Bok Choy</td>
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<tr>
<td>508</td>
<td>Sliced Potato</td>
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<tr>
<td>509</td>
<td>Mixed Vegetables</td>
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<tr>
<td>510</td>
<td>American Broccoli</td>
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<tr>
<td>511</td>
<td>Moo Shu Vegetables</td>
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### Fried Rice 炒飯類

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<td>Combination Fried Rice</td>
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<td>Yang Zhou Fried Rice</td>
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<td>803</td>
<td>Shrimp Fried Rice</td>
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<tr>
<td>804</td>
<td>Beef Fried Rice</td>
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<tr>
<td>805</td>
<td>Chicken Fried Rice</td>
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<tr>
<td>806</td>
<td>Pork Fried Rice</td>
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<td>807</td>
<td>Lao's Kimchi Fried Rice w/ Ground Pork</td>
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<td>808</td>
<td>Egg Fried Rice Home Style</td>
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<td>809</td>
<td>Vegetable Fried Rice</td>
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<td>810</td>
<td>House Special Spicy Fried Rice (Vegetarian)</td>
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<tr>
<td>811</td>
<td>Singapore Fried Rice</td>
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<td>812</td>
<td>Lao Gan Ma Special Fried Rice</td>
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### Fried Noodle 炒麵類

<table>
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<th>Code</th>
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<tbody>
<tr>
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<td>Shrimp Chow Mian</td>
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<tr>
<td>854</td>
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<tr>
<td>855</td>
<td>Pork Chow Mian</td>
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<td>856</td>
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</tr>
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<td>857</td>
<td>House Special Spicy Chow Mian</td>
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<tr>
<td>858</td>
<td>Korean Style Noodle Platter</td>
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<td>859</td>
<td>Stir-Fried Beef Flat Rice Noodle</td>
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<tr>
<td>860</td>
<td>Taiwanese Fried Rice Noodle</td>
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<tr>
<td>861</td>
<td>Singapore Rice Noodle</td>
<td>12.45</td>
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</table>

### Tofu 豆腐類

<table>
<thead>
<tr>
<th>Code</th>
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<tbody>
<tr>
<td>511</td>
<td>Mapo Tofu</td>
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<tr>
<td>512</td>
<td>Tofu Home Style</td>
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<tr>
<td>513</td>
<td>Stewed Pan-Fried Tofu</td>
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<tr>
<td>514</td>
<td>Kung Pao Tofu</td>
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</tr>
<tr>
<td>515</td>
<td>Tofu w/ Mixed Vegetables</td>
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<tr>
<td>516</td>
<td>Chef's Special Dry Chili Tofu</td>
<td>11.45</td>
</tr>
<tr>
<td>517</td>
<td>Salt &amp; Pepper Tofu</td>
<td>11.45</td>
</tr>
<tr>
<td>518</td>
<td>Orange Tofu</td>
<td>11.45</td>
</tr>
<tr>
<td>519</td>
<td>General Tao's Tofu</td>
<td>11.45</td>
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<tr>
<td>520</td>
<td>Tofu w/Salty Egg Paste</td>
<td>11.95</td>
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### Side Dish 小吃類

<table>
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<th>Code</th>
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<tr>
<td>951</td>
<td>Wontons (6)</td>
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<tr>
<td>952</td>
<td>Dumplings (6)</td>
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<tr>
<td>953</td>
<td>Don Don Noodle</td>
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<tr>
<td>954</td>
<td>Chengdu Cold Noodle Salad</td>
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<tr>
<td>955</td>
<td>Cold Noodle Salad w/Sesame Sauce</td>
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<tr>
<td>956</td>
<td>Noodle Peking Style</td>
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</tr>
<tr>
<td>957</td>
<td>Green Bean Jelly Chengdu Style</td>
<td>6.95</td>
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</table>
The Legend of Lao Sze Chuan:

**Tony (Xiao Jun Hu),**
celebrity chef, restaurateur,
and community leader

“No.1 Chinese Restaurant in the U.S.”
- Tim Chang 2001

“Michelin Bib Gourmand List” 2010 - 2016

“The best Chinese restaurant in U.S.”
- Travel & Leisure 2015

“No.1 Must To Go Restaurant in Chicago”
- Chronic (Chicago)

“Ambassador of International Chinese Cuisine”
- Chinese World Restaurant Association

525 of 945
MINUTES

Liquor Control Board
Wednesday, November 28, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner);
Dick Peach

Members Absent:  Marion Macbeth

Staff Present:  Mario Treto, Jr.

Others Present:  Alderman Ann Rainey; Alderman Judy Fiske;

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at
11:00 a.m.

NEW BUSINESS

Evanston 1\textsuperscript{st} Liquors
Mario Treto introduced the request to amend the Class E Liquor License to permit the
retail sale of alcoholic liquor in container volumes that mirror the Class F-2 Liquor License
as granted to Binny’s.  The Board discussed the different container sizes permitted for
alcoholic liquor, beer, and wine under the Class F-2 Liquor License.  Member Peach
spoke about the Board historically staying away from single can and bottle beer sales in
smaller container volumes. Mayor Hagerty asked for clarification to the requestor as to
how the intended sales of individual cans of beer can be purchased; specifically whether
it is for single container sale or whether the bottles may be purchased in a collective
package of four. Evanston 1\textsuperscript{st} Liquors representatives state that they intend to sell single
smaller containers of beer.  They explain that certain beer companies release smaller
batch beers annually in smaller containers. Member Peach says he can be agreeable if
single bottles are offered for sale to be combined into a package, but not for single
container sale. Evanston 1\textsuperscript{st} Liquors agrees. Mayor Hagerty asks how much a craft beer
can cost, at which various representatives indicate that they may range from ten to twenty
dollars for a single craft beer.
Alderman Rainey states that there should be no sales of a single ten ounce beer. That it has been a long fought issue for years and it was not the intent of the City Council to allow Binny’s or any other establishment to sell single ten ounce beers. Member Peach says he doesn’t think the request will pass the Council. Mayor Hagerty asks how to resolve the issue of unintentionally allowing Binny’s to sell the single bottle of smaller containers of beer. Peach suggests revising the Class F-2 Liquor License ordinance.

Evanston 1st Liquors representative would like to be permitted to sell wine in containers smaller than 550 milliliters to accommodate customers who come in for smaller bottles for purposes of cooking as an example. Also, the representative would like to accommodate customers who come in with the intent to purchase a single beer and not purchase a four or six pack of beer.

Member Peach asked for clarification on the sizes that are currently allowed under the Class F-2 Liquor License. Deputy City Attorney Treto stated that the Class F-2 Liquor License allows for 50 milliliter bottles. Evanston 1st Liquors requested for the same permissible containers as the Class F-2 Liquor License. The City Council and Board Members requested to revisit the Class F-2 Liquor License and the possibility of modifying the permitted container volumes for beer and alcoholic liquor.

Alderman Rainey reads a section of the Class F-2 Liquor License ordinance that prohibits combining individual containers for sales. Member Peach states that the language should have been changed in the ordinance to permit packaging. Deputy City Attorney Treto pointed out that the end of the ordinance states that nothing in that ordinance prohibits sales of packages containing six single containers of beer including single containers of beer chosen by the consumer.

Mayor Hagerty and Member Peach reiterate that the Class F-2 ordinance will need to be revisited and revised and the container sizes should be applied across the board for all license classes. Alderman Rainey would like the renewal fees to be reconsidered if there is going to be an expansion of sales.

Evanston 1st Liquors would like permitted alcoholic liquor container sizes reduced to 200 milliliters. Mayor Hagerty would like to take this before the City Council at the December 10, 2018 meeting and have Binny’s come back for a Liquor Control Review Board meeting before Christmas and then review the container sizes in January. Deputy City Attorney Treto will reach out to Binny’s and the City Manager regarding this request. Beer container volume requests will be put on hold until the Class F-1 Liquor License ordinance is resolved.

Evanston 1st Liquors request will be introduced to the City Council on December 10, 2018.

D & D Finer Foods, 825 Noyes Street
D & D Finer Foods asks for the same request as Evanston 1st Liquors. The Board approves such request.
D & D Finer Foods request will be introduced to the City Council on December 10, 2018.

Evanston Shell Gas Station, 2494 Oakton Street

Minhaz Lakhani presents Evanston Shell Gas Station’s request to permit the sale of wine in addition to the sale of beer for off-site consumption. The Board sees no issue in allowing this expansion in permitted retail sale.

Evanston Shell Gas Station request to is set for City Council introduction on December 10, 2018.

Lao Sze Chuan, 1633 Orrington Avenue

Tak Li presents Lao Sze Chuan’s request to be granted a Class D Liquor License. He explains there was a transfer in ownership and the previous owner’s liquor license expired. Their customers are used to them offering liquor and the Company would like to continue to be able to serve alcohol to their customers.

Lao Sze Chuan’s request to increase Class D Liquor License was granted. Alderman Fiske agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

Colectivo Coffee, 716 Chuch Street

Scott Schwebel presents Colectivo Coffee’s request to increase the Class H Liquor License. Alderman Fiske welcomes the new business and expresses excitement to have the look of the location updated. She believes the business will do well. Mayor Hagerty agrees.

Mayor Hagerty asks Mr. Schwebel to describe Colectivo Coffee. They are a coffee roaster, bakery, a commissary, and a network of cafés. This is Colectivo’s 20th location. There are 16 in Wisconsin, 13 in Milwaukee, 3 in Madison, 3 in Chicago, and this is their 1st in the Chicagoland area. Scott Schwebel is the vice president of Colectivo. It operates as a café, but 40% of sales are from food and bakery items which they make themselves. The other locations sell a selection of beers and sometimes wines. Generally, most locations have a 6 tap head and serve seasonal beers. They also brew their own beer and highlight local beers. All beer is tapped and not to-go. All servers are BASSET trained. They have not been fined or violated for serving underage.

Colectivo Coffee’s request to increase Class H Liquor License was granted. It was agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

ADJOURNMENT

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H.
Hagerty, Mayor at 11:51 a.m. November 28, 2018.

Respectfully Submitted,

Mario Treto, Jr.
Deputy City Attorney, Law Department
Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 157-O-18, Increasing the Number of Class H Liquor Licenses for Colectivo Coffee Roasters, Inc., d/b/a Colectivo Coffee, 716 Church Street

Date: December 10, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 157-O-18, amending Class H Liquor License from one to two for Colectivo Coffee Roasters, Inc., d/b/a Colectivo Coffee, 716 Church Street. *Alderman Fiske requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.*

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 157-O-18 amends Evanston City Code of 2012 Subsection 3-4-6-(H), as amended, to increase the number of Class H Liquor Licenses from one (1) to two (2) and permit issuance of a Class H license to Colectivo Coffee Roasters, Inc., d/b/a Colectivo Coffee, 716 Church Street. This license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption on the premises. Company representative Ward Fowler submitted application materials.

Legislative History:
At the November 28, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class H liquor license.

Attachments:
Ordinance 157-O-18
Application
Minutes of the November 28, 2018 Liquor Control Review Board meeting
11/29/2018

157-O-18

AN ORDINANCE

Amending City Code Section 3-4-6(H), to Increase the Number of Class H Liquor Licenses from One to Two
(Colectivo Coffee Roasters, Inc., d/b/a Colectivo Coffee, 716 Church Street)

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

SECTION 1: Class H of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

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<th>Restaurant</th>
<th>Liquor</th>
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<th>$2,800</th>
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<td></td>
<td>11 a.m. — 10 p.m. (Mon-Sat); 10 a.m. — 10 p.m. (Sun)</td>
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</table>

SECTION 2: Subsection 3-4-6(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class H liquor licenses from one (1) to two (2) to read as follows:

(H) Class H licenses, which shall authorize the sale in restaurants of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant," as defined in Section 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class H licenses only during the period when patrons are offered a complete meal. The sale of alcoholic liquor shall only take place from 11:00 a.m. to 10:00 p.m., Monday through Saturday and from 10:00 a.m. to 10:00 p.m. on Sunday. No alcoholic liquor may be consumed on the premises after 10:30 p.m., Sunday through Saturday.

The applicant for the renewal of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.
The annual single payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than one (1) two (2) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2018
Adopted: ________________, 2018

______________________________
Stephen H. Hagerty, Mayor
Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Corporation Counsel

~3~

533 of 945
# City of Evanston Annual Liquor License Application

**City of Evanston**

**Application for Liquor License**

| Date: | 11/14/2018 | New business | Change of Ownership/Corporation | Liquor Class: H | Initial license Fee: 2,800.00 |

## 1. APPLICANT

A. Corporation name: **COLECTIVO COFFEE ROASTERS, INC.**

B. Business name: **COLECTIVO COFFEE**

C. Previous business name (if dba changed): N/A

D. Business address (city, state, zip code): **2999 N. HUMBOLDT BLVD. MILWAUKEE, WI 53212**

E. Business telephone: **(414)273-3747**

F. Business website: **COLECTIVOCAFE.COM**

G. Business Email: **AMY@COLECTIVOCAFE.COM**

H. Illinois business tax number: [Redacted]

## 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address): **716 CHURCH STREET**

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):

   **RESTAURANT WITH ALCOHOL AND FOOD SALES W/ FIRST FLOOR FOR PATRONS AND LOWER LEVEL USED FOR NON-PATRONS AND STORAGE**

C. Is the business required to be located within the "Retail Package Store Area"?
   - Yes
   - No

   If yes, is it located within the "Retail Package Store Area"?
   - Yes
   - No

## 3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type:
   - [ ] Restaurant
   - [ ] Hotel
   - [ ] Package Store
   - [ ] Grocery Store
   - [ ] BrewPub

   - [ ] Craft Distillery
   - [ ] Craft Brewery
   - [ ] Craft Winery
   - [ ] Other (explain):

   **Describe the nature of the business / kind of business:**

   **RESTAURANT WITH FOOD AND ALCOHOL SALES**

   **Liquor to be served and/or sold:**
   - [ ] Alcoholic liquor
   - [ ] Beer & Wine only
   - [ ] Beer Only
   - [ ] Wine only

   **Days and times liquor is served:**
   - [ ] Sunday to
   - [ ] Monday to
   - [ ] Tuesday to
   - [ ] Wednesday to
   - [ ] Thursday to
   - [ ] Friday to
   - [ ] Saturday to

   ***Daily Hours: 6:30am - 10:00pm***

   **Liquor will served or sold by:**
   - [ ] Glass
   - [ ] Bottle
   - [ ] Can
   - [ ] Waitstaff
   - [ ] Over the counter

---

**City of Evanston Liquor License Application (Rev. 12/21/17)**

**Application: Page 1 of 15**
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes ☑️</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 5.</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? 21</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>What is the seating capacity? 72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is &quot;no&quot;, please create a proposed menu before applying. If your response is &quot;Yes,&quot; please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the restaurant currently hold or has applied for a City of Evanston food license?</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5. BUSINESS SPECIFIC INFORMATION (for hotels) N/A

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes ☑️</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Does the hotel currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores) N/A

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes ☑️</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the &quot;retail package store area&quot; as defined by the attached map?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores) N/A

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes ☑️</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>sq.ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 8. BUSINESS SPECIFIC INFORMATION (BrewPub) N/A

A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.
- yes [ ] no [x]

B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?
- yes [ ] no [x]

C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?
- yes [ ] no [x]

D. How many tables are or will be in the brewpub? N/A What is the seating capacity? N/A
- yes [ ] no [x]

E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.
- yes [ ] no [x]

F. Does the brewpub currently hold or has applied for a City of Evanston food license?
   - If your response is “Yes,” what is the expected issue date? N/A
   - If “no” provide date when you will apply: N/A
- yes [ ] no [x]

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery) N/A

A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.
- yes [ ] no [x]

B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: N/A
- yes [ ] no [x]

C. Does the craft distiller intend to have a tasting room?
   - If “Yes”, What is the seating capacity? N/A
- yes [ ] no [x]

D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?
- yes [ ] no [x]

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery) N/A

A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.
- yes [ ] no [x]

B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: N/A
- yes [ ] no [x]

C. Does the craft brewery intend to have a tasting room?
   - If “Yes”, What is the seating capacity? N/A
- yes [ ] no [x]

D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.
- yes [ ] no [x]

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.
- yes [ ] no [x]

F. Does the craft brewery currently hold or has applied for a City of Evanston food license?
   - If your response is “Yes,” what is the expected issue date? N/A
- yes [ ] no [x]

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?
- yes [ ] no [x]
11. BUSINESS SPECIFIC INFORMATION (Craft Winery) N/A

| A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12. | □ yes □ no |
| B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: N/A | □ yes □ no |
| C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity? N/A | □ yes □ no |
| D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu. | □ yes □ no |
| E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu. | □ yes □ no |
| F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? N/A | □ yes □ no |
| G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”? | □ yes □ no |

12. PREMISES OWNERSHIP INFORMATION

| A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13. | □ yes □ no |
| B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? | □ yes □ no |
| C. What is the period covered by the lease? 12/1/17 to 11/30/27 | |
| D. What is the name of the Landlord? 708 CHURCH STREET LLC ATTN: JAMES R. NASH | |
| E. What is the address of the Landlord? (please include city, state, and zip code.) 708 CHURCH STREET #211 EVANSTON, IL 60201 | |

13. ELIGIBILITY QUESTIONS

| A. Has the owner or any relative had a business or liquor license revoked? | □ yes □ no |
| B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? | □ yes □ no |
| C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? | □ yes □ no |
| D. Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston? If yes, explain: N/A | □ yes □ no |
| E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below. | □ yes □ no |

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>KRISTINA D. DICKENS</td>
<td>351 W. HUBBARD ST. STE 602</td>
<td>(312) 587-7594</td>
<td>ATTORNEY</td>
</tr>
<tr>
<td>CHRISTOPHOLAS LAW GROUP, LLC</td>
<td>CHICAGO, IL 60654</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant  Curtis Fowler

Date 1/1/18
City of Evanston
Liquor License Application

AFFIDAVIT

State of Wisconsin
County of Milwaukee

The undersigned hereby makes application for a Class D liquor license. I/we swear (or affirm) that I/we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

__________________________
Signature of Applicant
CURTIS FOWLER, PRESIDENT

__________________________
Signature of Applicant

Subscribed and sworn to before me
this 1 day of November, 2018.

__________________________
Notary Public

SHANNON R. BEHR
Notary Public
State of Wisconsin

539 of 945
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: COLECTIVO COFFEE ROASTERS, INC.

Corporate Address: 2999 N. HUMBOLFY BLVD
MILWAUKEE, WI 53212-2631

Corporate Ph #: (414) 292-3348  Corporate Email: AMY@COLECTIVOCAFFE.COM  FEIN:

Business Status:

Date Corporation/Partnership was Organized: 11/19/1993

State Articles of Incorporation/Organization filed: WI

Date Articles of Incorporation/Organization filed with Secretary of State: 11/19/1993

Date Certification of Incorporation/Organization was issued by Secretary of State: 11/19/1993

Are there any amendments to Articles of Incorporation? (if yes, provide date filed)

☐ Yes  ☐ No  Date Amendment Filed 8/8/13

What are the total shares of stock created by this Corporation? 10,000

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curtis Ward Fowler</td>
<td>33.3%</td>
</tr>
<tr>
<td>Lincoln Fowler</td>
<td>33.3%</td>
</tr>
<tr>
<td>Paul Miller</td>
<td>33.3%</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?

☐ Yes  ☐ No

Has the Corporation attached evidence of Good Standing with the State of Illinois?

☐ Yes  ☐ No

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?

☐ Yes  ☐ No

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

N/A

What is the objective of Corporation? The corporation shall have, exercise and enjoy all general rights, privileges, and powers granted to corporations by ch. 180 and by the common law.

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?

☐ Yes  ☐ No
Organizational Chart

Shareholders

Curtis Ward Fowler (33.33%)
4477 N. Farwell Ave. Milwaukee, WI 53211
Paul Miller (33.33%)
2700 N. Shorewood Blvd. Shorewood, WI 53211
Lincoln Fowler (33.33%)
2961 N. Marietta Ave. Milwaukee, WI 53211

Officers

President / Treasurer: Curtis Ward Fowler
Vice President: Paul Miller
Secretary: Lincoln Fowler

LICENSEE

COLECTIVO COFFEE ROASTERS, INC.
f/k/a Alterra Coffee Roasters, Inc.
d/b/a COLECTIVO COFFEE
a Wisconsin Corporation

FEIN:
IBT:
ARTICLES OF INCORPORATION
OF
ALTERRA COFFEE ROASTERS, INC.

The undersigned incorporator hereby adopts the following articles of incorporation for the purpose of forming a corporation (the "corporation") under the Wisconsin Business Corporation Law, ch. 180, Stats. ("ch. 180").

ARTICLE 1
Name

The name of the corporation is Alterra Coffee Roasters, Inc.

ARTICLE 2
Purposes and Powers

Section 2.01. Purpose[s]. The corporation may engage in any lawful purpose.

Section 2.02. Powers. The corporation shall have, exercise, and enjoy all the general rights, privileges, and powers granted to corporations by ch. 180 and by the common law.

ARTICLE 3
Shares of Stock

Section 3.01. Number. The aggregate number of shares that the corporation shall have authority to issue is ten thousand (10,000) shares.

Section 3.02. Common Stock. The corporation's authorized shares shall consist of one class only and shall be designated as common stock ("common stock"). Each share of common stock shall have a par value of $0.00.

Section 3.03. Issuance and Consideration. The common stock may be issued for such consideration as may be fixed from time to time by the corporation's shareholders.

ARTICLE 4
Registered Office and Registered Agent

The street address of the corporation's initial registered office is 606 W. Wisconsin Avenue, Milwaukee, Wisconsin 53203. The name of the corporation's initial registered agent at this address is Attorney Jack E. Keyes.
ARTICLE 5
Incorporator

The name and address of the incorporator of the corporation are Attorney Jack E. Keyes, 606 W. Wisconsin Avenue, Milwaukee, Wisconsin 53203

ARTICLE 6
Directors

Section 6.01. Number. The initial board of directors shall consist of three (3) members. The number of directors shall thereafter be specified by or fixed in accordance with the corporation's bylaws. In the absence of a bylaw specifying or fixing the number of directors, the number of directors shall be the number specified for the initial board of directors. The bylaws may provide for staggering the terms of the directors.

ARTICLE 7
Restrictions on Transfer

If the corporation's shareholders enter into one or more unanimous written agreements with the corporation that impose limitations on the transfer of shares of the corporation's stock or that otherwise provide for the purchase and sale of outstanding shares upon the happening of certain events and contingencies, each such agreement shall be binding on the parties to the agreement in all respects, and any attempted transfer of shares in violation of the agreement's terms and provisions shall be void and ineffective in all respects. If any such agreement so provides, all persons who subsequently acquire shares shall be bound by the agreement's terms and provisions as if they were signatories to the agreement.

Dated: Nov 18, 1973

Jack E. Keyes, Incorporator

Drafted By:
Jack E. Keyes Law Office
State Bar No. 01007379
606 W. Wisconsin Avenue, Ste. 1809
Milwaukee, WI 53203
(414)273-7093
ARTICLES OF INCORPORATION

STATE OF WISCONSIN
FILED

NOV 24 1993

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

180 $100.00
To All to Whom These Presents Shall Come, Greeting:

I, GEORGE PETAK, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared with the document on file in the Corporation Section of the Division of Corporate & Consumer Services of this department, and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

GEORGE PETAK, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DATE: AUG - 9 2013

BY: [Signature]

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.
AMENDMENT TO ARTICLES OF INCORPORATION

OF

ALTELLA COFFEE ROASTERS, INC.

Pursuant to the consent of the shareholders and Board of Directors of Alterra Coffee Roasters, Inc. and in accordance with Section 180.1003 of the Wisconsin Statutes, the following resolution was duly adopted on Aug. 7, 2013:

BE IT RESOLVED, that the Articles of Incorporation of the Corporation be and they hereby are, amended by deleting Article 1 thereof and inserting in its place the following:

ARTICLE 1

The name of the corporation is “Collective Coffee Roasters, Inc.”

Executed as of the 7 day of August, 2013.

ALTELLA COFFEE ROASTERS, INC.

By: ________________________________

Ward Fowler, President

This instrument was drafted by:

Paul W. Griesdorn
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202
# CORPORATION FILE DETAIL REPORT

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>File Number</td>
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</tr>
<tr>
<td>Entity Name</td>
<td>COLECTIVO COFFEE ROASTERS, INC.</td>
</tr>
<tr>
<td>Status</td>
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</tr>
<tr>
<td>Entity Type</td>
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</tr>
<tr>
<td>Type of Corp</td>
<td>FOREIGN BCA</td>
</tr>
<tr>
<td>Qualification Date (Foreign)</td>
<td>02/23/2017</td>
</tr>
<tr>
<td>State</td>
<td>WISCONSIN</td>
</tr>
<tr>
<td>Agent Name</td>
<td>DIMITRI CHRISTOPOULOS</td>
</tr>
<tr>
<td>Agent Change Date</td>
<td>02/23/2017</td>
</tr>
<tr>
<td>Agent Street Address</td>
<td>351 W HUBBARD ST</td>
</tr>
<tr>
<td>President Name &amp; Address</td>
<td>CURTIS WARD FOWLER 4477 N FARWELL AVE MILWAUKEE WI 53211</td>
</tr>
<tr>
<td>Agent City</td>
<td>CHICAGO</td>
</tr>
<tr>
<td>Secretary Name &amp; Address</td>
<td>LINCOLN FOWLER 2961 N MARIETTA AVE MILWAUKEE WI 53211</td>
</tr>
<tr>
<td>Agent Zip</td>
<td>60654</td>
</tr>
<tr>
<td>Duration Date</td>
<td>PERFETUAL</td>
</tr>
<tr>
<td>Annual Report Filing Date</td>
<td>02/08/2018</td>
</tr>
<tr>
<td>For Year</td>
<td>2018</td>
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</tbody>
</table>

[Return to the Search Screen](#)

[ Purchase Certificate of Good Standing ](#)

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINDIS.COM HOME PAGE
APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS  
Business Corporation Act  

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-1832  
www.cyberdriveillinois.com  

Remit payment in the form of a cashier’s check, certified check, money order  
or an Illinois attorney’s or CPA’s check payable to the Secretary of State.  

SEE NOTE 1 CONCERNING PAYMENT  
Filing Fee: $315.00 Franchise Tax: $93.15 Penalty/Interest: $408.00 Total: $876.15 Approved: BC  

--- Submit in duplicate --- Type or Print clearly in black ink --- Do not write above this line ---  

1. (a) CORPORATE NAME: Colectivo Coffee Roasters, Inc.  

(b) ASSUMED CORPORATE NAME:  
(By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the  
transaction of business in Illinois. Form BCA 4.15 is attached.)  

2. State or Country of Incorporation: WI  
Date of Incorporation: 11/19/1993  
Period of Duration: perpetual  

3. (a) Address of the principal office, wherever located:  
2999 N. Humboldt Blvd.  
Milwaukee, WI 53212  

(b) Address of principal office in Illinois:  
None  
(If none, use state)  

4. Name and address of the registered agent and registered office in Illinois.  
Registered Agent: Dimitri Christopoulos (Christopoulos Law Group)  
Registered Office: 351 W. Hubbard Street  
Chicago, IL 60654 Suite #  
City: Chicago  
ZIP Code: 60654  
County: Cook  

5. States and countries in which it is admitted or qualified to transact business: (Include state of Incorporation)  
wi  

6. Name and addresses of officers and directors: (If more than 3 directors and/or additional officers, attach list.)  

<table>
<thead>
<tr>
<th>Name</th>
<th>No. &amp; Street</th>
<th>City</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Curtis Ward Fowler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td>Lincoln Fowler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>Same As Above</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>Same As Above</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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Printed by authority of the State of Illinois, January 2015 - 1 - C 171.1B  

FEB 23 2017  
JESSE WHITE  
SECRETARY OF STATE  

7107-4919
7. The purpose or purposes for which it was organized which it proposes to pursue in the transaction of business in this state: (If not sufficient space to cover this point, add one or more sheets of this size).

   The transaction of any and all lawful business for which corporations may be organized under the Wisconsin Business Corporations Act and as permitted under the Illinois Business Corporation Act.

8. Authorized and issued shares:

<table>
<thead>
<tr>
<th>Class</th>
<th>Series</th>
<th>Par Value</th>
<th>Number of Shares Authorized</th>
<th>Number of Shares Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common</td>
<td>N/A</td>
<td>$8.00</td>
<td>10000</td>
<td>3000</td>
</tr>
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</table>

(If more, attach list)

9. Paid-in Capital: $3,000.00

("Paid-in Capital" replaces the terms Stated Capital & Paid-in Surplus and is equal to the total of these accounts.)

10. (a) Give an estimate of the total value of all the property of the corporation for the following year: $18,000,000.00
    (b) Give an estimate of the total value of all the property of the corporation for the following year that will be located in Illinois: $900,000.00
    (c) State the estimated total business of the corporation to be transacted by it everywhere for the following year: $45,000,000.00
    (d) State the estimated annual business of the corporation to be transacted by it at or from places of business in the State of Illinois: $1,200,000.00

11. Interrogatories: (Important - this section must be completed.)

   (a) Is the corporation transacting business in this state at this time? Yes.
   (b) If the answer to Item 11(a) is yes, state the exact date on which it commenced to transact business in Illinois: 06/01/2014

12. This application is accompanied by a certified copy of the articles of incorporation, as amended, duly authenticated, within the last ninety (90) days, by the proper officer of the state or country wherein the corporation is incorporated.

13. The undersigned corporation has caused this application to be signed by a duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in BLACK INK.)

   Dated: December 19, 2016
   Colectivo Coffee Roasters, Inc.
   (Month/Day/Year) (Exact Name of Corporation)
   Curtis Ward Fowler (President)
   (Any Authorized Officer's Signature) (Print Name and Title)

   * PROPERTY as used in this application shall apply to all property of the corporation, real, personal, tangible, intangible, or mixed without qualifications.

Note 1: Payment in connection with this application must be in the form of a certified check, cashier's check, Illinois attorney or CPA's check or money order made payable to the "Secretary of State". The minimum fee due upon qualification is $175. Any additional fees will be billed and must be paid before this application can be filed.
City of Evanston annual Liquor License Application

SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

Corporation/Partnership Name:
COLECTIVO COFFEE ROASTERS, INC.

Business Name:
COLECTIVO COFFEE

PERSONAL INFORMATION

First Name: CURTIS
Last Name: FOWLER
Middle Initial: W

Title: 

☒ Sole Owner ☐ Partner ☐ Corp Officer ☐ Site Manager ☐ Director ☐ Other: (________) % of Stock Ownership: 33.33

Current Residential Address: 
Suite/Apt.: N/A
City: 
State: 
Zip: 

Home Phone: 
Work Phone: 
Cell Phone: 
E-mail: 

Date of Birth (MM/DD/YYYY): 
Place of Birth (City, State and Country): BOSTON, MA

Are you a citizen of the United States? ☐ Yes ☐ No, I am a citizen of:

Naturalized Citizen: ☐ Yes ☐ No
Naturalization Information:
Date: 
City: 
State: 
County: 

RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

1. Address: 
City: 
State: 
Zip: 

2. Address: N/A
City: 
State: 
Zip: 

3. Address: N/A
City: 
State: 
Zip: 

EMPLOYMENT HISTORY (list your present or most recent employer first)

1. Name of Employer/Business: COLECTIVO COFFEE ROASTERS, INC
Position: PRESIDENT
Start Date: 1993
End Date: PRESENT

Address (City, State, Zip):
2999 N. HUMBOLDT BLVD.

TelephoneNumber:
(414) 273-3747
Reason for Leaving: N/A

2. Name of Employer/Business: N/A
Position: 
Start Date: 
End Date: 

Address (City, State, Zip):

Telephone: 
Reason for Leaving: 

3. Name of Employer/Business: N/A
Position: 
Start Date: 
End Date: 

Address (City, State, Zip):

Telephone: 
Reason for Leaving:
### ADDITIONAL INFORMATION:

**A.** If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?
- [ ] Yes
- [ ] No
- [ ] N/A

If yes, please attach a copy of your BASSET certification.
- [ ] Yes
- [ ] No

If no, when do you expect to complete BASSET certification: ____

**B.** Have you completed the fingerprint/background check process with the City of Evanston?
- [ ] Yes
- [ ] No

If no, when do you expect to submit fees and fingerprints: ____

**C.** Have you ever been convicted of violating a Local City Code, in any jurisdiction?
- [ ] Yes
- [ ] No

**D.** Have you ever forfeited an appearance bond for any Federal, State, or Local violations?
- [ ] Yes
- [ ] No

**E.** Has any license previously issued to you by Federal, State, or Local authorities been revoked?
- [ ] Yes
- [ ] No

**F.** Were you ever convicted of a felony?
- [ ] Yes
- [ ] No

If yes, please provide date, details and final disposition.

**G.** Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?
- [ ] Yes
- [ ] No

If yes, please provide date, location, details regarding the violation, and final disposition.

**H.** Have you had a liquor license in any other jurisdiction.
- [ ] Yes
- [ ] No

If Yes, set forth all details regarding same.

SEE ATTACHED

If you have answered "Yes" to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission □ YES □ NO

I SWORE (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer's license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for any act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

_________________________  ________________________
Shareholder/Site Manager Signature  Date

State of  Wisconsin SS.
County of Milwaukee
Subscribed and Sworn to before me this ___ day of November, 2018

_________________________
Notary Signature

SHANNON R. BEHR
Notary Public
State of Wisconsin
<table>
<thead>
<tr>
<th>BUSINESS:</th>
<th>ADDRESS:</th>
<th>PHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colectivo Coffee Roasters, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Tosa Location</td>
<td>6745 W. Wells Street, Wauwatosa, WI 53213</td>
<td>T: (414) 453-4800</td>
</tr>
<tr>
<td>Lakefront Location</td>
<td>1701 N. Lincoln Memorial Drive, Milwaukee, WI 53202</td>
<td>T: (414) 223-4551</td>
</tr>
<tr>
<td>Mequon Location</td>
<td>11205 Cedarburg Road, Mequon, WI 53202</td>
<td>T: (262) 302-4051</td>
</tr>
<tr>
<td>Monroe Location</td>
<td>2530 Monroe Street, Madison, WI 53711</td>
<td>T: (608) 630-8930</td>
</tr>
<tr>
<td>Prospect Location</td>
<td>2211 N. Prospect Avenue, Milwaukee, WI 53703</td>
<td>T: (414) 273-3753</td>
</tr>
<tr>
<td>Tenney Location</td>
<td>25 S. Pinckney Street, Madison, WI 53703</td>
<td>T: (608) 255-0474</td>
</tr>
<tr>
<td>Third Ward Location</td>
<td>223 E. St. Paul, Milwaukee, WI 53212</td>
<td>T: (414) 220-8330</td>
</tr>
<tr>
<td>US Bank Location</td>
<td>777 E. Wisconsin Avenue, Milwaukee, WI 53202</td>
<td>T: (414) 225-8970</td>
</tr>
<tr>
<td>The Ruckus - Burgers and Ice Cream</td>
<td>4144 N. Oakland Avenue, Shorewood, WI 53211</td>
<td>T: (414) 210-3408</td>
</tr>
<tr>
<td>Lincoln Park Location</td>
<td>2530 N. Clark Street, Chicago, IL 60614</td>
<td>T: (773) 687-8078</td>
</tr>
<tr>
<td></td>
<td>2261 N. Milwaukee Avenue, Chicago, IL 60647</td>
<td>T: (773) 799-8557</td>
</tr>
<tr>
<td>Logan Square Location</td>
<td>5423-27 N. Clark Street, Chicago, IL 60640</td>
<td>T: (312) 579-0233</td>
</tr>
<tr>
<td>Andersonville Location</td>
<td>1211 N. Damen Avenue, Chicago, IL 60622</td>
<td>TBA</td>
</tr>
<tr>
<td>Wicker Park Location</td>
<td>716 Church Street, Evanston, IL 60201</td>
<td>TBA</td>
</tr>
<tr>
<td>Evanston Location</td>
<td></td>
<td></td>
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(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

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Business Name:
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PERSONAL INFORMATION

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<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Middle Initial.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAUL</td>
<td>MILLER</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Title: [ ] Sole Owner [ ] Partner [ ] Corp Officer [ ] Site Manager [ ] Director [ ] Other: (____)  
% of Stock Ownership: 33.33

Current Residential Address:  
Suite/Apt.: N/A  
City:  
State:  
Zip:  
Home Phone:  
Work Phone:  
Cell Phone:  
E-mail:  
Date of Birth (MM/DD/YYYY):  
Place of Birth (City, State and Country): NEW JERSEY

Are you a citizen of the United States? [ ] Yes [ ] No, I am a citizen of:  
Naturalized Citizen: [ ] Yes [ ] No  
Naturalization Information:  
Date:  
City:  
State:  
County:  

RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

1. Address:  
City:  
State:  
Zip:  
2. Address: N/A  
City:  
State:  
Zip:  
3. Address: N/A  
City:  
State:  
Zip:  

EMPLOYMENT HISTORY (list your present or most recent employer first)

1. Name of Employer/Business: COLECTIVO COFFEE ROASTERS, INC.  
Position: VICE PRESIDENT  
Start Date: 1993  
End Date: PRESENT  
Address (City, State, Zip):  
2999 N. HUMBOLDT BLVD.  
Telephone: (414) 750-5344  
Reason for Leaving: N/A

2. Name of Employer/Business: N/A  
Position:  
Start Date:  
End Date:  
Address (City, State, Zip):  
Telephone:  
Reason for Leaving:  
3. Name of Employer/Business: N/A  
Position:  
Start Date:  
End Date:  
Address (City, State, Zip):  
Telephone:  
Reason for Leaving:  

City of Evanston annual Liquor License Application (Rev June 2017)
### ADDITIONAL INFORMATION:

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<th>Question</th>
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[Signature]
Shareholder/Site Manager Signature

[Date]

State of Wisconsin SS.

County of Milwaukee

Subscribed and Sworn to before me this 1 day of November, 2018.

[Signature]
Notary Signature

SHANNON R. BEHR
Notary Public
State of Wisconsin ( Seal)
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<td>Chicago, IL 60640</td>
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<td>716 Church Street</td>
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</tr>
<tr>
<td>Evanston Location</td>
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</tr>
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SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

Corporation/Partnership Name:
COLECTIVO COFFEE ROASTERS, INC.

Business Name:
COLECTIVO COFFEE

PERSONAL INFORMATION

First Name: LINCOLN
Last Name: FOWLER
Middle Initial: D

% of Stock Ownership: 33.33

Current Residential Address:
2961 N. MARIETTA AVENUE

City: MILWAUKEE
State: WI
Zip: 53211

Work Phone:
(414) 967-0698

Cell Phone:
(414) 750-3674

E-mail: LINCOLN@COLECTIVO.COFFEE.COM

Date of Birth (MMDDYYYY): 11/13/1966

Place of Birth (City, State and Country): ANN ARBOR, MI

Are you a citizen of the United States? □ Yes □ No, I am a citizen of:

□ Naturalized Citizen: □ Naturalization Information:

Yes □ No

Data: City:
State: County:

RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

1. Address:
2961 N. MARIETTA AVENUE
City: MILWAUKEE
State: WI
Zip: 53211

2. Address:
N/A

City: State: Zip:

3. Address:
N/A

City: State: Zip:

EMPLOYMENT HISTORY (list your present or most recent employer first)

1. Name of Employer/Busines

COLECTIVO COFFEE ROASTERS, INC.

Position: SECRETARY

Start Date: 1993

End Date: PRESENT

Address (City, State, Zip):
2899 N. HUMBOLDT BLVD.

Telephone: (414) 273-3747

Reason for Leaving: N/A

2. Name of Employer/Busines:
N/A

Address (City, State, Zip):

Telephone:

Reason for Leaving:

3. Name of Employer/Busines:
N/A

Address (City, State, Zip):

Telephone:

Reason for Leaving:
### ADDITIONAL INFORMATION:

<table>
<thead>
<tr>
<th>A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</th>
</tr>
</thead>
</table>
| ✔️ N/A  
| □ Yes  
| □ No  |

<table>
<thead>
<tr>
<th>B. Have you completed the fingerprint/background check process with the City of Evanston?</th>
</tr>
</thead>
</table>
| □ Yes  
| □ No  |

<table>
<thead>
<tr>
<th>C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?</th>
</tr>
</thead>
</table>
| □ Yes  
| □ No  |

<table>
<thead>
<tr>
<th>D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</th>
</tr>
</thead>
</table>
| □ Yes  
| □ No  |

<table>
<thead>
<tr>
<th>E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?</th>
</tr>
</thead>
</table>
| □ Yes  
| □ No  |

| F. Were you ever convicted of a felony?  
If yes, please provide date, details and final disposition. |
|------------------------------------------------|
| □ Yes  
| □ No  |

| G. Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?  
If yes, please provide date, location, details regarding the violation, and final disposition. |
|------------------------------------------------|
| □ Yes  
| □ No  |

| H. Have you had a liquor license in any other jurisdiction.  
If Yes, set forth all details regarding same. |
|------------------------------------------------|
| □ Yes  
| □ No  |

**SEE ATTACHED**

If you have answered "Yes" to (C), (D), (E), (F), (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission □ YES □ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer’s license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

Shareholder/Site Manager Signature

Date 11/1/18

State of Wisconsin SS.
County of Milwaukee

Subscribed and Sworn to before me this day of November 2018.

Notary Signature (seal)

SHANNON R. BEHR Notary Public State of Wisconsin
<table>
<thead>
<tr>
<th>BUSINESS:</th>
<th>ADDRESS:</th>
<th>PHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colectivo Coffee Roasters, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Tosa Location</td>
<td>6745 W. Wells Street</td>
<td>T: (414) 453-4800</td>
</tr>
<tr>
<td></td>
<td>Wauwatosa, WI 53213</td>
<td></td>
</tr>
<tr>
<td>Lakefront Location</td>
<td>1701 N. Lincoln Memorial Drive</td>
<td>T: (414) 223-4551</td>
</tr>
<tr>
<td></td>
<td>Milwaukee, WI 53202</td>
<td></td>
</tr>
<tr>
<td>Mequon Location</td>
<td>11205 Cedarburg Road</td>
<td>T: (262) 302-4051</td>
</tr>
<tr>
<td></td>
<td>Mequon, WI 53202</td>
<td></td>
</tr>
<tr>
<td>Monroe Location</td>
<td>2530 Monroe Street</td>
<td>T: (608) 630-8930</td>
</tr>
<tr>
<td></td>
<td>Madison, WI 53711</td>
<td></td>
</tr>
<tr>
<td>Prospect Location</td>
<td>2211 N. Prospect Avenue</td>
<td>T: (414) 273-3753</td>
</tr>
<tr>
<td></td>
<td>Milwaukee, WI 53703</td>
<td></td>
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<tr>
<td>Tenney Location</td>
<td>25 S. Pinckney Street</td>
<td>T: (608) 255-0474</td>
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<tr>
<td></td>
<td>Madison, WI 53703</td>
<td></td>
</tr>
<tr>
<td>Third Ward Location</td>
<td>223 E. St. Paul</td>
<td>T: (414) 220-8330</td>
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<tr>
<td></td>
<td>Milwaukee, WI 53212</td>
<td></td>
</tr>
<tr>
<td>US Bank Location</td>
<td>777 E. Wisconsin Avenue</td>
<td>T: (414) 225-8970</td>
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<tr>
<td></td>
<td>Milwaukee, WI 53202</td>
<td></td>
</tr>
<tr>
<td>The Ruckus -</td>
<td>4144 N. Oakland Avenue</td>
<td>T: (414) 210-3408</td>
</tr>
<tr>
<td>Burgers and Ice Cream</td>
<td>Shorewood, WI 53211</td>
<td></td>
</tr>
<tr>
<td>Lincoln Park Location</td>
<td>2530 N. Clark Street</td>
<td>T: (773) 687-8078</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60614</td>
<td></td>
</tr>
<tr>
<td>Logan Square Location</td>
<td>2261 N. Milwaukee Avenue,</td>
<td>T: (773) 799-8557</td>
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<tr>
<td></td>
<td>Chicago IL 60647</td>
<td></td>
</tr>
<tr>
<td>Andersonville Location</td>
<td>5423-27 N. Clark Street</td>
<td>T: (312) 579-0233</td>
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<tr>
<td></td>
<td>Chicago, IL 60640</td>
<td></td>
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<tr>
<td>Wicker Park Location</td>
<td>1211 N. Damen Avenue</td>
<td>TBA</td>
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<tr>
<td></td>
<td>Chicago, IL 60622</td>
<td></td>
</tr>
<tr>
<td>Evanston Location</td>
<td>716 Church Street</td>
<td>TBA</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201</td>
<td></td>
</tr>
</tbody>
</table>
### SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

**Corporation/Partnership Name:**
COLECTIVO COFFEE ROASTERS, INC.

**Business Name:**
COLECTIVO COFFEE

### PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Middle Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>KARIS</td>
<td>NAUMANN</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>% of Stock Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Manager</td>
<td>0.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Residential Address</th>
<th>Suite/ Apt.</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Home Phone</th>
<th>Work Phone</th>
<th>Cell Phone</th>
<th>E-mail</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth (MM/DD/YYYY)</th>
<th>Place of Birth (City, State and Country)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Redwing, MN, USA</td>
</tr>
</tbody>
</table>

Are you a citizen of the United States?  
☐ Yes  ☐ No, I am a citizen of:

<table>
<thead>
<tr>
<th>Naturalized Citizen</th>
<th>Naturalization Information</th>
<th>State</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

1. Address: 

2. Address: 

3. Address: 

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### EMPLOYMENT HISTORY (list your present or most recent employer first)

1. Name of Employer/Business: **Colectivo Coffee Roasters**  
   Position: General Manager  
   Start Date: 10/15/18  
   End Date: present
   
   Address (City, State, Zip):  
   110 Church St., Evanston, IL 60201
   
   Telephone:  
   847-935-3001
   
   Reason for Leaving:  
   Currently work here

2. Name of Employer/Business: **Colectivo Coffee Roasters**  
   Position: Shift lead  
   Start Date: 10/15/15  
   End Date: 
   
   Address (City, State, Zip):  
   6145 W. Wells St., Milwaukee, WI 53213
   
   Telephone:  
   414-453-4800
   
   Reason for Leaving:  
   Moved to Chicago / Evanston w/ company

3. Name of Employer/Business: MIA
   Position:  
   Start Date:  
   End Date: 

   Address (City, State, Zip): 
   
   Telephone: 
   Reason for Leaving: 

City of Evanston Liquor License Application (Rev June 2017)  
Supp. C/Background Form: Page 10 of 15
**ADDITIONAL INFORMATION:**

A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?
   - If yes, please attach a copy of your BASSET certification.
   - If no, when do you expect to complete BASSET certification. □ N/A □ Yes □ No

B. Have you completed the fingerprint/background check process with the City of Evanston?
   - If no, when do you expect to submit fees and fingerprints? 1/1/2020

C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?
   □ Yes □ No

D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?
   □ Yes □ No

E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?
   □ Yes □ No

F. Were you ever convicted of a felony?
   - If yes, please provide date, details and final disposition.
   □ Yes □ No

G. Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?
   - If yes, please provide date, location, details regarding the violation, and final disposition.
   □ Yes □ No

H. Have you had a liquor license in any other jurisdiction.
   - If Yes, set forth all details regarding same.
   □ Yes □ No

If you have answered “Yes” to (C), (D), (E), (F), (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
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I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission □ YES □ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer’s license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

Shareholder/Site Manager Signature 11/1

State of Wisconsin ) SS.
County of Milwaukee

Subscribed and Sworn to before me this 1 day of November 2018

Notary Signature

SHANNON R. BEHR
Notary Public
State of Wisconsin
City of Evanston annual Liquor License Application

CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Effective Date: November 15th, 2018
Surety Bond #: 63859966

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Colectivo Coffee Roasters, Inc.

of the City of Milwaukee, County of Milwaukee, and State of Wisconsin, a corporation organized and existing under the laws of the State of Wisconsin, as Principal and

WESTERN SURETY COMPANY, organized and existing under the law of the State of South Dakota, and licensed to do business in the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 1st DAY OF November, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 5, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recorded January 2014, and amendments thereto, which license will expire on the 15th DAY OF November, 2019.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 5, Chapter 4, of the Municipal Code of the City of Evanston herebefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this 1st DAY OF November, 2018.

By: [Signature]

Title: [Title]

State of Wisconsin

County of Milwaukee

SURETIES

Signed, sealed, and dated this 1st DAY OF November, 2018.

By: [Signature]

Title: [Title]

State of SOUTH DAKOTA

County of Minnehaha

State of SOUTH DAKOTA

County of Minnehaha

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by [Signature]
this 1st day of November, 2018.

Notary Signature

My Commission Expires June 23, 2021
Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Bruflat
State of South Dakota, as regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor City of Brandon

bond with bond number: 6105955,

for Collectible Coffee Roasters, Inc.,
as Principal in the penalty amount not to exceed: $2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, let

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Transfer may appoint Attorney-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer or the corporate seal may be signed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed the 23rd day of November, 2018.

ATTEST

L. Nelson, Assistant Secretary

By

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINnehaha

On this 1st day of November, 2018, before me, a Notary Public, personally appeared

Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. Mohr
Notary Public

To validate bond authenticity, go to www.enssurety.com > Owner/Obligee Services > Validate Bond Coverage.

567 of 945
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
Robertson Ryan - Waukesha
20975 Swanson Drive, Suite 175
Waukesha, WI 53186

**INSURED**
Colectivo Coffee Roasters Inc. dba Colectivo Coffee
716 Church Street
Evanston, IL 60201

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A:</th>
<th>SOCIETY INSURANCE</th>
<th>NAIC #: 15261</th>
</tr>
</thead>
</table>

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADL SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFT (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>BP16038854</td>
<td>02/10/2018</td>
<td>02/10/2019</td>
<td>EACH OCCURRENCE</td>
</tr>
</tbody>
</table>

| B A UTOMOBILE LIABILITY | ANY AUTO OWNED | SCHEDULED AUTOS | CA16038855 | 02/10/2018 | 02/10/2019 | COMBINED SINGLE LIMIT (ED/Bodily) | 1,000,000 |

| B X UMBRELLA LIABILITY | EXCESS LIAB | CLAIMS-MADE | UM16038857 | 02/10/2018 | 02/10/2019 | EACH OCCURRENCE | 10,000,000 |

| A X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | ANY PROPRIETOR/PARTNER/EXECUTIVE | Y/N | WC16038856 | 02/10/2018 | 02/10/2019 | E.L. EACH ACCIDENT | 100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: 716 Church Street, Evanston, IL 60201 Opening 11-15-2018

The City of Evanston is an Additional Insured with respect to General Liability & Liquor Liability pursuant to City of Evanston code section 3-4-4

**CERTIFICATE HOLDER**
City of Evanston
2100 Ridge Avenue, Suite 4400
Evanston, IL 60201

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.
COLECTIVO

ALL-DAY BREAKFAST

SMOKED SALMON SANDWICH* .................. $7.25
Lox, cucumber dill cream cheese, tomato, red onion & capers on toasted sourdough or multi-grain
*(monitoring use or undercooked meat may increase your risk of foodborne illness)

BACON BISCUIT ................................ $6.25
Eggs, bacon & cheddar

POTATO BACON BURRITO .................. $6.00
Eggs, bacon, roasted potatoes & cheddar

CHORIZO BURRITO .................. $6.00
Eggs, chorizo, black beans, pepper jack & spicy green chilies

SOUTHWESTERN BURRITO .................. $6.00
Eggs, vegetarian sausage, smoked cheddar, red pepper, jalapeño, onions & fried corn tortilla strips

VEGGIE PESTO BURRITO .................. $6.00
Eggs, provolone, roasted potatoes, broccoli & pesto

CHEDDAR VEGGIE SANDWICH .................. $6.95
Eggs, smoked cheddar, veggies, spinach & tomato on ciabatta

BAKED OATMEAL ............................ $5.50
With seasonal fruit & served with milk.
Substitute yogurt, soy, almond, or coconut milk - 75¢

GRANOLA & MILK ............................ $4.50
Substitute yogurt, soy, almond, or coconut milk - 75¢

TOAST ........................................ $1.25
Sourdough or multi-grain
Additional spreads listed

BAGEL ........................................ $1.55
Five different bagel varieties
Additional spreads listed

TOAST & BAGEL SPREADS
Butter ........................................ 50¢
Homemade Strawberry Jam .................. 75¢
Natural Peanut Butter .................. 75¢
Homemade Hummus .................. 99¢
Plain Cream Cheese .................. 99¢
Flavored Cream Cheese ................ $1.30

12 CUPS OF COFFEE TO GO
Freshly brewed coffee in a handy dispenser. Comes with cups, lids, sweeteners and half & half.
$17.95

---

SIGNATURE SANDWICHES

Add a cup of soup to any sandwich - $2.25

AVOCADO BLT ................................ $7.50
Bacon, lettuce, tomato, avocado & pesto mayo on sourdough or multi-grain - with chips

TURKEY CLUB ................................ $7.95
Baked turkey, bacon, Swiss, lettuce, tomato & pesto mayo on sourdough or multi-grain
- with chips

GARDEN HARVEST .................. $6.75
Hummus, cucumber, avocado, lettuce, tomato & onion on sourdough, multi-grain, or sesame seed bun
- with chips

CHICKEN TOMATILLO .................. $7.95
All natural-free range chicken, provolone, lettuce, tomato & tomatillo salsa cream cheese on ciabatta - with chips

FALAFEL BURGER .................. $6.95
Falafel, hummus, cucumber, lettuce & tomato on a sesame seed bun with a side of cucumber mint sauce - with chips

FRESH MOZARELLA BAGUETTE .................. $7.25
Mozzarella, spinach, tomato, pesto & pepperoncini seasoning on a homemade baguette - with chips

HUMMUS WRAP .................. $6.95
Hummus, cucumber, lettuce, tomato, carrot, tahini & spices in a whole wheat tortilla - with chips

CURRY CHICKEN SALAD WRAP .................. $7.25
All natural-free range curry chicken with walnuts, golden raisins, dried cranberries & mayo in a whole wheat tortilla - with chips

ADDITIONS
Tomato .......................... 50¢
Avocado, Swiss, Cheddar .......................... 75¢
Bacon .......................... $5.00
Turkey, Salmon .......................... $5.00

FOR THE KIDS

PB & J ........................................ $4.25
All natural peanut butter & strawberry jam on sourdough or multi-grain

TURKEY CHEESE .................. $5.50
Baked turkey, cheddar, lettuce & mayo on sourdough or multi-grain

CHEESE MELT .................. $4.50
Cheddar cheese on sourdough or multi-grain

CATERING

MADE FRESH - ANY EVENT, ANY SIZE

Coffee, food, bakery: We do catering for groups of all sizes, for delivery or pickup.

Orders, Questions, Info:
(847) 875-3747 / catering@colectivocoffee.com

Vegetarian  Made with local ingredients
## COFFEE

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Size</th>
<th>Cup</th>
<th>Bottle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mug</td>
<td>1.70</td>
<td>1.90</td>
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<tr>
<td>Paper Cup</td>
<td>1.70</td>
<td>1.90</td>
<td>2.10</td>
<td>2.30</td>
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<tr>
<td>Travel Mug Any size up to 30 oz</td>
<td>1.80</td>
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</tr>
<tr>
<td>Signature Iced Coffee</td>
<td>2.10</td>
<td>2.30</td>
<td>2.55</td>
<td>2.80</td>
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<tr>
<td>Session Cold Brew</td>
<td>3.00</td>
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## TRADITIONAL ESPRESSO

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Size</th>
<th>Cup</th>
<th>Bottle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Espresso Toro or weekly special</td>
<td>2.10</td>
<td>2.35</td>
<td></td>
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</tr>
<tr>
<td>Macchiato Espresso &quot;Marbled&quot; with foam</td>
<td>2.25</td>
<td>2.75</td>
<td></td>
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<tr>
<td>Cortado</td>
<td>2.95</td>
<td></td>
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</tr>
<tr>
<td>Cappuccino</td>
<td>2.95</td>
<td>3.50</td>
<td>3.75</td>
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</tr>
<tr>
<td>Latte</td>
<td>2.95</td>
<td>3.50</td>
<td>3.75</td>
<td>4.50</td>
</tr>
<tr>
<td>Mocha</td>
<td>3.25</td>
<td>4.00</td>
<td>4.25</td>
<td>4.95</td>
</tr>
<tr>
<td>Americano</td>
<td>2.75</td>
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## CAFE CLASSICS

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Cafe au Lait</td>
<td>2.45</td>
<td>2.75</td>
<td>2.95</td>
<td>3.20</td>
</tr>
<tr>
<td>Hot Chocolate</td>
<td>2.50</td>
<td>3.00</td>
<td>3.25</td>
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<tr>
<td>Steamer</td>
<td>1.90</td>
<td>2.20</td>
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<td>2.70</td>
</tr>
<tr>
<td>Italian Soda</td>
<td>2.00</td>
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## BLENDDED DRINKS

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Size</th>
<th>Cup</th>
<th>Bottle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frappé</td>
<td>4.75</td>
<td></td>
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<tr>
<td>Espresso Shake</td>
<td>5.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mocha Shake</td>
<td>5.25</td>
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</tr>
</tbody>
</table>

## SMOOTHIES

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Size</th>
<th>Cup</th>
<th>Bottle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Hornet</td>
<td>5.25</td>
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<td></td>
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</tr>
<tr>
<td>Berry Booster</td>
<td>5.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mango Peach Ginger</td>
<td>5.25</td>
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</tr>
</tbody>
</table>

### CUSTOMIZE YOUR DRINK

- Espresso shot: 75¢
- Latte: Half & Half: 70¢
- Mocha: Syrup: 75¢
- Honey: Almond milk: 70¢

#### 12 CUPS OF COFFEE TO GO

Freshly brewed coffee in a handy dispenser. Comes with cup, lid, sweeteners and half & half.

**$17.95**
LEASE AGREEMENT

Date: December 1, 2017

Landlord: 708 CHURCH STREET, LLC

Tenant: COLECTIVO COFFEE ROASTERS, INC.

1. **BASIC TERMS:**
The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

1.1 **Premises:** Approximately 2,775 square feet of floor area on the ground floor building (the "Building") and the basement of the Building, located at 716 Church Street, in the City of Evanston, Illinois, as further depicted on the Site Plan attached hereto as Exhibit A.

1.2 **Common Areas:** The courtyard and other facilities designated by Landlord from time to time for the non-exclusive use of the tenants of the Building and their employees and agents.

1.3 **Term:** Ten (10) years commencing on the Commencement Date and ending on the Termination Date.

1.4 **Commencement Date:** The date that Landlord delivers possession of the Premises, which date is anticipated to be December 1, 2017.

1.5 **Rent Commencement Date:** January 1, 2018.

1.6 **Termination Date:** The last day of the tenth (10th) Lease Year (as hereinafter defined) unless extended as set forth in Section 2 below.

1.7 **Extension Option:** One (1) extension option of five (5) years.

1.8 **Monthly Base Rent:**

<table>
<thead>
<tr>
<th>Years</th>
<th>PSF</th>
<th>Annual</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td></td>
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<tr>
<td>2</td>
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<tr>
<td>10</td>
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</tbody>
</table>

1.9 **Intentionally Omitted.**
1.10 Intentionally Omitted.

1.11 Intentionally Omitted.

1.12 Intentionally Omitted.

1.13 Permitted Uses: The operation of a café offering coffee and espresso drinks, teas, coffee/tea/espresso blended drinks, smoothies, a full array of scratch-baked artisan breads and baked goods, all-day breakfast, sandwiches, soups, salads, and other food items typically sold at Tenant’s other locations and incidental to the operation of a café. Tenant shall be permitted to serve beer (but not other alcoholic beverages) to patrons at their tables in compliance with all laws and necessary permits, licenses, approvals, and insurance.

1.14 Landlord’s Address
For Notices:
James R. Nash
Farnsworth-Hill, Inc.
708 Church Street #211
Evansville, IN 47711

1.15 Tenant’s Address
For Notices:
Colectivo Coffee Roasters, Inc.
2999 N. Humboldt Blvd.
Milwaukee, WI 53212
Attn: Shannon Behr

1.16 Tenant’s Trade Name: Colectivo Coffee

1.17 Brokers: Jonathan Hyman - Metro Commercial Real Estate, for Tenant, and James R. Nash of Farnsworth-Hill, for Landlord. James R. Nash has an ownership interest in the Landlord by being a member as well as being the Manager. James R. Nash also holds an Illinois real estate managing broker’s license.

1.18 Exhibits:
A - Site Plan
B - Intentionally Omitted
C - Intentionally Omitted

2. DEMISE AND TERM:
(a) Landlord leases the Premises described in Section 1.1 above to Tenant and Tenant leases the Premises from Landlord subject to the provisions of this Lease.

(b) The Term of this Lease shall commence on the Commencement Date set forth in Section 1.4 and shall end on the Termination Date set forth in Section 1.6 unless adjusted, extended or sooner terminated as provided herein. Each party agrees, at the request of the other, to execute and deliver an instrument confirming the actual Commencement Date, Rent Commencement Date and Termination Date when determined. As used herein, “Lease Year” shall mean a period of twelve (12) full and consecutive calendar months. The initial Lease Year shall begin on the Rent Commencement Date and end on the last day of the month preceding the first anniversary of the Rent Commencement Date; provided, however, if the Rent Commencement Date does not occur on the
first day of a calendar month, then the Initial Lease Year shall begin on the Rent Commencement Date and end on the last day of the month which contains the first anniversary thereof. Each succeeding Lease Year shall begin upon the termination of the preceding Lease Year.

(e) Promptly upon the execution of this Lease by Tenant, Tenant agrees to make appropriate application for all necessary permits or approvals ("Approvals") for Tenant's construction, operation and use of the Premises for the Permitted Use. Tenant shall diligently pursue and use its commercially reasonable efforts to obtain such Approvals, and immediately upon receipt thereof, Tenant shall give Landlord written notice of such Approvals, together with a copy thereof. Landlord's and Tenant's obligations under this Lease will be conditioned upon Tenant's receipt of the Approvals on or before January 15, 2018 ("Approval Period"). Landlord agrees to use its commercially reasonable efforts to cooperate with Tenant in obtaining the Approvals. If Tenant does not receive such Approvals prior to the expiration of the Approval Period, then Tenant has the right to (i) extend the Approval Period for thirty (30) days or (ii) terminate this Lease by written notice delivered to Landlord at any time prior to the expiration of the Approval Period. If Tenant exercises its right to extend the Approval Period, as set forth in the foregoing sentence, and Tenant does not receive such Approvals on or before February 15, 2018, then Tenant has the right to terminate this Lease upon written notice delivered to the other party at any time prior to the expiration of the Approval Period. In the event either party does not notify the other of its decision to terminate this Lease prior to the expiration of the Approval Period as permitted under this subsection (e), the Lease shall continue in full force and effect and each party shall have the right to terminate under this subsection (e) shall be deemed null and void, and of no further force and effect. Notwithstanding anything to the contrary contained herein, if Tenant is diligently pursuing and using its commercially reasonable efforts to obtain such Approvals, and is unable to receive such approvals prior to the expiration of the Approval Period, as extended, upon Tenant's request Landlord shall permit additional extensions as necessary. For purposes of clarification, this section shall not affect the Rent Commencement date as set forth in Section 1.5.

(d) Tenant shall have the option to extend the Term for one (1) additional period as set forth in Section 1.7 (the "Option Period"). Such option shall be exercised only by Tenant giving written notice thereof which is received by Landlord at least one year prior to the Termination Date set forth in Section 1.6, time being of the essence; provided, however, Tenant shall be entitled to exercise the option to extend granted herein, and the Term of this Lease shall, in fact, be extended, only if this Lease is in full force and effect and Tenant is not in default hereunder. In the event that the Term of this Lease is in fact extended pursuant to the foregoing, then any such extension shall be upon all of the same terms, covenants, provisions and conditions as contained in this Lease except the Monthly Base Rent during the extension period shall be as set forth below.

(e) Tenant shall have the option to extend the Term for one (1) additional period as set forth in Section 1.7 (the "Option Period"). Such option shall be exercised only by Tenant giving written notice thereof which is received by Landlord at least one year prior to the Termination Date set forth in Section 1.6, time being of the essence; provided, however, Tenant shall be entitled to exercise the option to extend granted herein, and the Term of this Lease shall, in fact, be extended, only if this Lease is in full force and effect and Tenant is not in default hereunder. In the event that the Term of this Lease is in fact extended pursuant to the foregoing, then any such extension shall be upon all of the same terms, covenants, provisions and conditions as contained in this Lease except the Monthly Base Rent during the extension period shall be as set forth below.

(1) The Initial Monthly Base Rent during the Option Period shall be the square footage determined above times _ per square foot divided by 12 months PLUS Tenant shall pay
monthly commencing on the start of the option period one-twelve (1/12) of seven percent (7%) of the last available real estate tax bill for the entire property ("Tenant's Share"). Seven percent (7%) is agreed to be the proportionate share based on the square footage of the Premises (2,775) to the total square footage of the Building. Upon the issuance of the annual tax bills when received by Landlord, Landlord shall notify Tenant of the actual total amount of real estate taxes and Tenant's Share for the prior calendar year shall be re-adjusted, if necessary, as provided herein. At the request of Tenant, Landlord will furnish Tenant a copy of the tax bills received by Landlord. If the total of Tenant's payments of taxes for the same period is more than Tenant's Share for such period, Tenant shall receive a credit in the amount of such overpayment against future monthly payments or, if the Term has expired or been terminated and Tenant is not then in default, Landlord shall refund the amount of such overpayment to Tenant. If Tenant's Share for such period is less than Tenant's Share when the tax bill is available, Landlord shall bill such difference and Tenant shall remit the shortfall within thirty (30) days after Tenant receives such bill. For the calendar year in which the Option Period commences and terminates, the provisions of this Section shall apply, and Tenant's liability for Tenant's Share for such years shall be subject to a pro rata adjustment based on the number of days of said calendar year during which the term of this Lease is in effect.

(g) The Monthly Base Rent per square foot during the Option Period shall be as follows:

Year 1: [ ] and each subsequent year shall be increased by 1.5% on the anniversary date of the Option Period as follows:

Year 2: [ ]
Year 3: [ ]
Year 4: [ ]
Year 5: [ ]

(h) Landlord, on behalf of Tenant and all other lessees in the parcel or contiguous parcels in connection with which the real estate taxes may be deemed to be excessive during the term of this Lease, is willing to protest the real estate taxes on the basis of an excessive assessment and in any other manner deemed appropriate to cause a reduction in said taxes. In making such a protest, Landlord may incur expenses, the principal expense being the payment of attorney's fees, which are usually based on a percentage of the savings of taxes resulting from a reduction in the assessment. Landlord is unwilling to incur such expenses, including attorney's fees, appraisals, etc., because the totality of the reduction in real estate taxes redounds to the benefit of Tenant and other similarly situated tenants. Therefore, it is agreed that Landlord may, from time to time, take such steps as are necessary to protest the assessment on which the real estate taxes on the Building are based, retaining for that purpose an attorney or other experts whose specialty includes real estate tax matters, and Landlord may incur other expenses relating to the protest. In any event, whether Landlord is successful or not in obtaining a reduction in the assessment or a reduction in the actual taxes for any reason, Tenant agrees that it will pay Tenant's Share (7.0%) of the reasonable attorney's fees and other reasonable costs incurred in connection with the protest. Furthermore, nothing in the Article shall require Landlord to protest the assessment or seek a reduction in taxes through any means.

3. RENT:
Tenant agrees to pay to Landlord at the address set forth in Section 1.14 or such other place designated by Landlord, without prior demand or notice, the rent for the Premises consisting of Base Rent set forth in Section 3.1, and any other additional payments due under this Lease (all of which
are hereinafter collectively referred to as "Rent"). The obligation of Tenant to pay Rent is hereby declared to be an independent covenant. The parties hereto agree that the Rent payable under the terms of this Lease shall be an absolute net return to Landlord for the term free from any expense, charge, deduction, offset or counterclaim by reason of any obligation of Landlord or any other reason, and all of the provisions of this Lease shall be construed and interpreted to such end.

3.1 Base Rent:
The Monthly Base Rent specified in Section 1.8 shall be payable in advance on the first day of each month from and after the Rent Commencement Date until the expiration of the Term. The Monthly Base Rent for any partial month during the Term shall be prorated on a thirty (30) day basis.

3.2 Intentionally Omitted.

3.3 Intentionally Omitted.

3.4 Personal Property Taxes:
Tenant agrees to timely pay when due all personal property taxes, whether assessed against Landlord or Tenant, on Tenant’s furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.

4. Taxes:
Landlord agrees to timely pay when due all taxes and assessments, general, special or otherwise, levied or assessed against the land, buildings and improvements comprising the Building, including any and all taxes levied or assessed in addition to, or in lieu of, real estate taxes (including but not limited to any tax, assessment or charge levied, assessed or imposed upon or measured by the rentals payable to Landlord by tenants and occupants of the Building), and other taxes, charges and/or fees arising out of the use or occupancy of the Premises imposed by federal, state or local governmental authority or other authority having jurisdiction over the Building.

5. Condition of Premises:
(a) On the Commencement Date, Landlord shall deliver the Premises to Tenant and Tenant accepts the Premises in an "as-is" condition.

(b) After the Commencement Date, Tenant, at Tenant’s sole cost and expense, shall perform all alterations, improvements and other work necessary to complete construction of the Premises and to prepare the Premises for Tenant’s use ("Tenant’s Work"). All such work shall be done in a good and workmanlike manner and in accordance with all state, local and federal laws and codes. Within ten (10) days after the execution of this Lease, Landlord shall deliver to Tenant architectural drawings and plans of the Premises and Building. Prior to the construction of Tenant’s Work, Tenant shall deliver to Landlord, Tenant’s plans and specifications depicting the work to be performed by Tenant to the interior of the Premises ("Tenant’s Plans"). Tenant’s Plans shall be subject to approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall provide specific objections, if any, in writing within ten (10) days of receipt of the Tenant’s Plans. If Landlord objects to any part of Tenant’s Plans, within ten (10) days after Tenant’s receipt of such objections, Tenant shall prepare revised plans and specifications and submit same to Landlord, and Landlord shall have five (5) days after receipt thereof to notify Tenant in writing of any remaining objections that Landlord may have thereto. The aforementioned procedure shall be repeated until Landlord has approved Tenant’s Plans. Landlord shall limit its comments to the revised portions of Tenant’s Plans and shall not raise objection to any part of the revised plans and specifications previously approved unless such revisions affect other parts of Tenant’s Plans. In the
event Landlord fails to either approve or respond in writing to any request for approval of Tenant’s Plans within the time period’s set forth above, then Tenant’s Plans shall be deemed approved.

6. **USE:**
The Premises shall be used only for the Permitted Use set forth in Section 1.13 above. Notwithstanding the foregoing, Tenant may change or alter menu items, provided that such changes or alterations remain within the bounds of items typically offered at a café, and/or Tenant’s trade name associated therewith in Tenant’s sole and absolute discretion.

7. **EXCLUSIVE USE:**
Landlord will not permit any portions of the Building (other than the Premises) to be used during the Term by a tenant whose primary business is the operation of a breakfast café and/or the retail sale of coffee, tea, espresso, coffee/tea/espresso blended drinks, or breakfast sandwiches (collectively “Tenant’s Exclusive Use”). A tenant’s business shall be deemed “primary” if 10% or more of its gross sales in the aggregate are from coffee, tea, espresso, coffee/tea/espresso blended drinks, or breakfast sandwiches. In the event Landlord shall violate the foregoing, in addition to any other remedies available to Tenant by law, Tenant shall have the option to (i) pay 50% of monthly Base Rent (“Alternate Rent”) until such time as Tenant’s Exclusive Use is restored or (ii) terminate this Lease upon thirty (30) days written notice to Landlord.

8. **COMMON AREAS:**
Tenant, and its employees and agents, shall have the reasonable non-exclusive right to use, in common with Landlord and the other tenants and occupants of the Building and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas as may from time to time exist. Landlord shall at all times have full control, management and direction of the Common Areas. Notwithstanding the foregoing or anything contrary contained herein, Tenant shall have the right to establish an outdoor seating area for patrons and customers of Tenant on public sidewalks, subject to obtaining any necessary permits or approvals.

9. **INTENTIONALLY OMITTED.**

10. **MAINTENANCE AND REPAIRS:**
Landlord shall maintain the Common Areas and the exterior walls, columns, roof and foundation of the building of which the Premises are a part, in proper repair during the Term of this Lease; provided, however, that if any such repairs shall be occasioned by the acts or negligence of Tenant, its agents, employees, customers or invitees, Tenant shall be responsible for the entire cost of such repairs. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant shall, at its expense, during the Term, pay for and make all other necessary repairs and replacements to the Premises, including, but not limited to, the doors, door frames, door hardware, windows, ceiling tile, store fronts, fixtures, heating, ventilating and air conditioning facilities located in or servicing the Premises and the electrical and plumbing facilities in or servicing the Premises to the point of entry to a common line, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same or better condition that the same are in at the commencement of the Term, ordinary wear and tear excepted. Tenant shall be responsible for repairing any damage to the Premises or the building of which it is a part caused by the installation or moving of Tenant’s furniture, equipment and personal property. Tenant shall, at its expense, also repair or replace any glass of equal quality any broken or cracked plate or other glass in doors, windows and elsewhere in or adjacent to the Premises.

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Without limiting Tenant's obligations under this Section, Tenant shall, at Landlord's option, at all times during the Term, have and keep in force a maintenance contract, in form and with a contractor satisfactory to Landlord, providing for inspection at least twice each calendar year of the heating, ventilating and air conditioning equipment servicing the Premises, and providing for maintenance and any necessary repairs thereto.

Tenant shall keep the Premises in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Premises. Landlord shall designate areas adjacent to the Building for placement of dumpsters for Tenant's waste disposal, and Tenant shall, at Tenant's sole cost and expense, cause the commercial removal of all garbage and refuse which shall not include any disposal of commercial grease; provided, however, Landlord may, at its option, arrange for the commercial or municipal removal of all garbage and refuse of the Building, in which event Tenant shall use such dumpsters and areas as Landlord shall designate for such purposes.

11. UTILITIES:
Landlord represents and warrants that the Premises is connected to the following utility services: water, gas and electric. From and after the Rent Commencement Date, Tenant shall be responsible for and promptly pay all charges for gas, electricity, water, sewer, telephone and all other separately metered utility services used or consumed in the Premises. If after the Commencement Date, Tenant requires additional separate metering for water or electrical usage, Tenant shall bear the cost of the same. Tenant shall keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein. In no event shall Landlord be liable for damages, nor shall the rental herein reserved be abated or subject to offset or deduction for an interruption, delay or failure in the supply of any utility services for the Premises nor shall any such interruption, delay or failure in supply of such services be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Lease.

12. ALTERATIONS:
Tenant shall not make any alterations, additions or improvements ("Alterations") in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications thereof and obtaining the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Any Alterations shall be made at Tenant's own cost and expense and in a good and workmanlike manner in accordance with the laws, ordinances and codes relating thereto and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. Upon request, Tenant shall provide Landlord with a certificate of insurance covering the construction of such Alterations naming Landlord, its property manager and any requested parties in interest as additional insureds.

13. SIGNS:
Tenant shall not erect, install or maintain any sign, advertising or display matter on any exterior door, wall or window of the Premises or on any other part of the Premises which is visible to public view outside the Premises without the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right, at its sole cost, to display tenant signage on the exterior facade of the Premises, provided that such signs are in compliance with all applicable governmental and insurance requirements. Upon the expiration or earlier termination of the Term, Tenant shall remove all storefront and other exterior signs from the Premises at its sole cost and expense. Tenant shall fill all holes and repair all damage to the Premises and Common Areas caused by the installation and removal of such signs. Upon request, Tenant shall provide Landlord with a certificate of insurance covering the installation of such signage which names Landlord, its property manager and any requested parties in interest as additional insureds.
14. LIENS:
Tenant shall not create or permit any liens under any construction lien law to be filed or recorded against the Premises or against the interest of Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record.

15. RIGHT OF ENTRY:
Landlord and its agents shall at all reasonable times and upon 24 hours prior notice have the right to enter the Premises to inspect the condition thereof, to show the Premises, and to improve or repair the Premises in any portion of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease. In case of emergency (the existence of which shall be determined by Landlord), if Tenant shall not be present to permit entry, Landlord or its representatives may enter the Premises forcibly without rendering Landlord or its representatives liable therefor or affecting Tenant’s obligations under this Lease. During the six (6) months prior to the expiration of the Term, Landlord may exhibit the Premises to prospective tenants and place upon the Premises the usual notices “TO LET” or “FOR RENT”, which notices Tenant shall permit to remain therein without molestation.

16. INSURANCE:
Tenant shall, at its expense obtain and carry at all times during the Term of this Lease (a) commercial general liability insurance including contractual liability coverage for the insufficiency of obligations of Tenant contained in this Lease covering injury to or death of persons and damage to property in an amount not less than $2,000,000.00 combined single limit per occurrence/$3,000,000.00 annual aggregate (or such higher amounts as Landlord shall from time to time determine); (b) fire insurance, with extended coverage, vandalism and malicious mischief and theft and mysterious disappearance endorsements, without deductible or coinsurance, covering the contents of the Premises and all alterations, additions and leasehold improvements made by or for Tenant in the amount of their full replacement value; (c) plate glass insurance covering all plate glass in the Premises in the amount of the full replacement cost thereof; (d) if and to the extent required by law, worker’s compensation insurance or similar insurance; and (e) such other insurance as may be required from time to time by Landlord or any underlying lessor or mortgagee of the Building. All of such policies shall be written by an insurance company or companies satisfactory to Landlord, shall name Tenant, Landlord and any other parties in interest designated by Landlord, as insured, as their interests may appear, shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry, and shall contain a clause that the insurer will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord and property manager – Farnsworth-Hill, Inc. A certificate of Tenant’s insurer evidencing such insurance and in form acceptable to Landlord shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord. Such insurance may be furnished by Tenant under any blanket or umbrella policy carried by it or under a separate policy therefor so provided that any such policy contains an endorsement that names Landlord as an additional insured, references the Premises and guarantees a minimum limit available for the Premises equal to the insurance amounts required in this Lease. Landlord may at any time and from time to time inspect and/or copy any and all insurance policies required to be procured by Tenant under this Lease.

17. WAIVER OF SUBROGATION:
Each party hereby expressly releases the other for liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any
applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss. Each party to this Lease shall promptly give to its insurance company written notice of the mutual waivers contained in this Paragraph.

18. INDEMNITY:
 Tenant hereby indemnifies Landlord and its managing agent and their respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective representatives, shareholders, members, officers, directors, partners, agents, trustees, consultants, employees, successors and assigns (collectively, the "Landlord Indemnitees"), and agrees to save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises (except to the extent the same results from the negligence or intentional misconduct of Landlord) or arising by reason of Tenant's occupancy of the Premises or by reason of any breach or default by Tenant in the performance of any term of this Lease on Tenant's part to be performed. For the purpose hereof, the Premises shall include the service areas adjoining the same and any loading area allocated to the use of Tenant. In case Landlord shall be made a party to any litigation arising out of any such occurrence, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Tenant's obligations under this Section shall survive the termination of this Lease. Tenant shall give prompt notice to Landlord of any occurrence within the Premises or the Building for which Tenant may be liable to Landlord. Any indemnity contained in this Lease for the benefit of Landlord shall be deemed to inure to the benefit of the other Landlord Indemnitees as well.

19. CASUALTY:
 If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and Landlord shall proceed to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and household improvements made by or for Tenant to at least a condition equal to that prior to its damage. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the Rent based upon the number of square feet of area in the Premises which are untenable shall be abated until thePremises or such part thereof shall have been put in tenable condition. Notwithstanding the foregoing, if any destruction or damage to the Premises or to the Building (whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises or Building or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant, such notice to be given within ninety (90) days after the occurrence of such damage or destruction.
20. **CONDEMNATION:**
If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the Base Rent payable hereunder shall be apportioned accordingly. If any material part of the Building is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority upon giving written notice thereof to Tenant, and the Base Rent payable hereunder shall be apportioned accordingly. In the event this Lease is not terminated pursuant to the foregoing, then this Lease shall continue in force as to the part of the Premises not taken, and Landlord shall, with reasonable dispatch, make all necessary repairs or alterations to the basic building structure so as to constitute the remaining structure a complete architectural unit. In no event shall Landlord be obligated to expend for such repairs an amount in excess of the condemnation proceeds available to Landlord for such rebuilding. All damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises or the Building shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such other items which do not reduce the award or proceeds of sale payable to Landlord. In the event that this Lease is terminated, Tenant shall not have any claim against Landlord for the loss of its leasehold estate or value of the unexpired term hereof.

21. **ASSIGNMENT AND SUBLETTING:**
Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or any interest therein or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Section, Tenant shall have the right to assign this Lease to a corporation resulting from a merger or consolidation involving Tenant, to the parent, a bona fide wholly owned subsidiary, or affiliate of Tenant, or to a person or entity acquiring substantially all of Tenant's assets in a single transaction. Further notwithstanding the foregoing, in the event that Paul Miller, Lincoln D. Fowler or Curtis W. Fowler (herein individually an "Original Stockholder") shall die then, in such event, a transfer of up to 34% of the stock in Tenant from the deceased Original Stockholder to the remaining two Original Stockholders shall not constitute an assignment of this Lease.

22. **DEFAULT:**
If (a) Tenant shall fail to pay the rent or any charge due hereunder within ten (10) days after written notice thereof has been given to Tenant, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for thirty (30) days after written notice thereof has been given to Tenant (or such other reasonable time as necessary if such default cannot be cured within thirty (30) days and Tenant, upon receipt of such notice, immediately and diligently attempts to effect such cure and proceeds to in fact complete such cure), or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise pass to any party other than Tenant, or (d) if Tenant shall abandon the Premises, or (e) Tenant shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or (g) an execution or attachment is levied against Tenant's property, or (h) Tenant shall be in default under any other lease between Landlord (or any affiliate of Landlord, the partners or members of Landlord or an affiliate of any of the foregoing) and Tenant (or any affiliate of Tenant), then in any such case, Landlord may, upon notice to Tenant, recover possession of and re-enter the Premises without
affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Premises. Further, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

23. INTEREST:
Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at an annual rate equal to the greater of (i) five percent (5%) per annum in excess of the prime rate of interest announced by the Wall Street Journal at the time payment is due, or (ii) eighteen percent (18%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date the payment is due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

24. SURRENDER:
Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good condition and repair consistent with Tenant's duty to make repairs as provided herein. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All furniture, equipment and unattached movable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by such removal. Tenant's property not so removed may, at Landlord's option, be deemed abandoned and the property of Landlord. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises.

25. HOLDOVER:
In the event Tenant remains in possession of the Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Such month-to-month tenancy may be terminated by either party effective as of the end of any calendar month by twenty-eight (28) days prior written notice to the other party. If Tenant remains in possession of the Premises without the consent of Landlord or remains in possession of the Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then Tenant shall pay to Landlord a use and occupancy charge equal to one and a half times the Monthly Base Rent in effect immediately prior thereto, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless against
any damages or liability resulting from such holding over by Tenant. The provisions of this Section shall not be deemed to waive Landlord’s right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

26. TRANSFER BY LANDLORD:
Subject to any obligations of Landlord set forth in Section 2(d), in the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord’s interest in and to this Lease. In the event of the sale or other transfer of Landlord’s interest in the Building, or in the event of any proceedings brought for the foreclosure thereof, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Building, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

27. SUBORDINATION:
This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed affecting the Building and to the lien of any mortgages now or hereafter placed on or against the Building, or on or against Landlord’s interest or estate therein, and including all extensions, renewals, amendments and supplements to any such lease or mortgage, without the necessity of the execution and delivery of, any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver to Landlord, within ten (10) days after request therefor from Landlord, such further instruments evidencing the subordination of this Lease to any ground or underlying leases and to the lien of any such mortgages as may be hereafter executed affecting the Building, provided that any lessor under any such ground or underlying lease or the holder of any mortgage has agreed not to terminate or disturb Tenant’s right to use and occupy the Premises pursuant to the terms of this Lease so long as Tenant is not in default hereunder. Failure of Tenant to execute and deliver such instrument within such ten (10) day period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant’s interest therein. Further Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument in Tenant failure to execute and deliver the same within the time period aforesaid. Notwithstanding anything herein above contained in this Section, in the event the holder of any mortgage or the lessor under any ground or underlying lease shall at any time desire to have this Lease constitute a prior and superior lien to its mortgage or lease, then and in such event, upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage or lease, whether this Lease is dated prior to or subsequent to the date of such mortgage or lease.

28. ESTOPPEL CERTIFICATES:
Tenant agrees that at any time and from time to time within ten (10) days after request therefor from Landlord or one of Landlord’s mortgagees, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the date to which the rent and other charges have been paid, and (c) that, so far as Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or Landlord’s mortgagee may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord’s interest in this Lease or any prospective mortgagee or, assignee of any mortgage upon, such interest. Failure of Tenant to execute and deliver such instrument within such ten (10) day period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant’s interest therein.
29. **INTENTIONALLY OMITTED.**

30. **NOTICES:**
   All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed given when (i) delivered in person, or (ii) sent by United States certified mail, return receipt requested, postage prepaid, or (iii) deposited with Federal Express or other nationally recognized overnight delivery service. Notices and demands to Tenant shall be sent to it at the address and facsimile number set forth in Section 1.15 hereof or to such other place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to Landlord shall be sent to it at the address and facsimile number set forth in Section 1.14 hereof, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to Tenant. Notice shall be deemed received (i) two (2) business days after mailing as above, (ii) the next business day if sent by overnight delivery service as above, and (iii) at the time of personal delivery.

31. **EXECUTION:**
   The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant. Tenant shall not record this Lease without the prior written consent of Landlord.

32. **BINDING EFFECT:**
   The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

33. **INTERPRETATION:**
   The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Tenant acknowledges that it has read this Lease and that it has had the opportunity to confer with counsel in negotiating this Lease, accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, qualify or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

34. **FORCE MAJEURE:**
   In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord’s reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
35. **AUTHORITY:**
If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said entity in accordance with its terms without the joinder or approval of any other person.

36. **JOINT AND SEVERAL LIABILITY:**
If Tenant is more than one natural person, the individuals collectively referred to herein as Tenant shall be jointly and severally liable with respect to the obligation to pay Rent and all of the other obligations, covenants and agreements of Tenant set forth in this Lease.

37. **BROKERAGE:**
Tenant warrants that it has no dealings with any broker or agent in connection with this Lease other than the Broker(s), if any, identified in Section 1.17 (whose commission, if any, shall be paid by Landlord pursuant to separate agreement), and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, liability and expense (including reasonable attorney fees) arising from any claims or demands of any other broker or agent for any commission or fees in connection with this Lease.

38. **WAIVER BY JURY TRIAL:**
Landlord and Tenant irrevocably waive the respective rights to trial by jury in any action, proceeding or claim brought by either against the other (whether in contract or tort) on any matter arising out of or relating to any way to this Lease, the relationship of Landlord and Tenant or Tenant’s use or occupancy of the Premises.

39. **ALTERNATE RENT:**
Notwithstanding anything to the contrary contained herein, if the Alternate Rent provision is in effect under Section 7 of this Lease, then any reference to Base Rent under this lease shall mean Alternate Rent.

40. **ADDENDA:**
The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point.

*signature page follows*
EXECUTED as of the date first written above.

LANDLORD:

708 CHURCH STREET, LLC

By: [Signature]

Name: James R. Nash, Jr.
Title: Property Manager

TESSANT:

COLECTIVE COFFEE ROASTERS, INC.

By: [Signature]

Name: Paul Miller
Title: Vice President
EXHIBIT A

SITE PLAN

[see attached site plan]
EXHIBIT B

Intentionally Omitted
DEPARTMENT OF HEALTH & HUMAN SERVICES
FOOD ESTABLISHMENT LICENSE

Colectivo Coffee Roasters Inc
Is HerebyLicensed To Operate
COLECTIVO COFFEE ROASTERS

Located At
716 CHURCH ST

As A Food Establishment Under License Number
18FOOD-0015

No license shall be assigned, sold or transferred, nor shall any license authorize any person other than the applicant to conduct business under such license.

This license expires December 31, 2018.

November 15, 2018

Director, Department of Health & Human Services
Date Printed

THIS LICENSE MUST BE POSTED AT ALL TIMES SO AS TO BE CLEARLY VISIBLE TO ALL PATRONS.
BASSET Card

KARI S. NAUMANN
620 W. SURF STREET #304
CHICAGO IL 60657

July 19, 2018
Letter ID: I1878657200
License No.: 5A-1134351
Expiration Date: 7/10/2021
License Type: Basset Card

Your "Student ID number" is: ILBC2388
Your "Trainer's ID number" is: 5A-1134351

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:
To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

COMMERCIAL-QUALITY Holographic Player's Card
Beverage Alcohol Sellers and Servers Education and Training (BASSET) Card

Date of Certification: [Redacted]
Expiration: 7/10/2021
Trainer's IL Liquor License Number: 5A-1134351
KARI S. NAUMANN
620 W. SURF STREET
CHICAGO IL 60657

**Card is not transferrable**
Illinois BASSET On-Premise
SELLER / SERVER CERTIFICATION

Trainee Name: LINCOLN FOWLER
Date of Completion: 01/24/2017

School Name:
360training.com dba Learn2Serve

I certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.

Corporate Headquarters
13801 Bumet Rd., Suite 100
Austin, Texas 78727
P: 877.881.2236

593 of 945
Illinois BASSET
SELLER / SERVER CERTIFICATION

Trainee Name: Curtis Fowler
Date of Completion: 11/15/2018

School Name: 360training.com dba Learn2Serve

I, Curtis Fowler, certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.
Illinois BASSET
SELLER / SERVER CERTIFICATION

Trainee Name: Paul Miller
Date of Completion: 11/19/2018

I, [Signature], certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

School Name: 360training.com dba Learn2Serve

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.
CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Evanston 1st Liquors
Mario Treto introduced the request to amend the Class E Liquor License to permit the retail sale of alcoholic liquor in container volumes that mirror the Class F-2 Liquor License as granted to Binny’s. The Board discussed the different container sizes permitted for alcoholic liquor, beer, and wine under the Class F-2 Liquor License. Member Peach spoke about the Board historically staying away from single can and bottle beer sales in smaller container volumes. Mayor Hagerty asked for clarification to the requestor as to how the intended sales of individual cans of beer can be purchased; specifically whether it is for single container sale or whether the bottles may be purchased in a collective package of four. Evanston 1st Liquors representatives state that they intend to sell single smaller containers of beer. They explain that certain beer companies release smaller batch beers annually in smaller containers. Member Peach says he can be agreeable if single bottles are offered for sale to be combined into a package, but not for single container sale. Evanston 1st Liquors agrees. Mayor Hagerty asks how much a craft beer can cost, at which various representatives indicate that they may range from ten to twenty dollars for a single craft beer.
Alderman Rainey states that there should be no sales of a single ten ounce beer. That it has been a long fought issue for years and it was not the intent of the City Council to allow Binny’s or any other establishment to sell single ten ounce beers. Member Peach says he doesn’t think the request will pass the Council. Mayor Hagerty asks how to resolve the issue of unintentionally allowing Binny’s to sell the single bottle of smaller containers of beer. Peach suggests revising the Class F-2 Liquor License ordinance.

Evanston 1st Liquors representative would like to be permitted to sell wine in containers smaller than 550 milliliters to accommodate customers who come in for smaller bottles for purposes of cooking as an example. Also, the representative would like to accommodate customers who come in with the intent to purchase a single beer and not purchase a four or six pack of beer.

Member Peach asked for clarification on the sizes that are currently allowed under the Class F-2 Liquor License. Deputy City Attorney Treto stated that the Class F-2 Liquor License allows for 50 milliliter bottles. Evanston 1st Liquors requested for the same permissible containers as the Class F-2 Liquor License. The City Council and Board Members requested to revisit the Class F-2 Liquor License and the possibility of modifying the permitted container volumes for beer and alcoholic liquor.

Alderman Rainey reads a section of the Class F-2 Liquor License ordinance that prohibits combining individual containers for sales. Member Peach states that the language should have been changed in the ordinance to permit packaging. Deputy City Attorney Treto pointed out that the end of the ordinance states that nothing in that ordinance prohibits sales of packages containing six single containers of beer including single containers of beer chosen by the consumer.

Mayor Hagerty and Member Peach reiterate that the Class F-2 ordinance will need to be revisited and revised and the container sizes should be applied across the board for all license classes. Alderman Rainey would like the renewal fees to be reconsidered if there is going to be an expansion of sales.

Evanston 1st Liquors would like permitted alcoholic liquor container sizes reduced to 200 milliliters. Mayor Hagerty would like to take this before the City Council at the December 10, 2018 meeting and have Binny’s come back for a Liquor Control Review Board meeting before Christmas and then review the container sizes in January. Deputy City Attorney Treto will reach out to Binny’s and the City Manager regarding this request. Beer container volume requests will be put on hold until the Class F-1 Liquor License ordinance is resolved.

Evanston 1st Liquors request will be introduced to the City Council on December 10, 2018.

D & D Finer Foods, 825 Noyes Street
D & D Finer Foods asks for the same request as Evanston 1st Liquors. The Board approves such request.
D & D Finer Foods request will be introduced to the City Council on December 10, 2018.

**Evanston Shell Gas Station, 2494 Oakton Street**

Minhaz Lakhani presents Evanston Shell Gas Station’s request to permit the sale of wine in addition to the sale of beer for off-site consumption. The Board sees no issue in allowing this expansion in permitted retail sale.

Evanston Shell Gas Station request to is set for City Council introduction on December 10, 2018.

**Lao Sze Chuan, 1633 Orrington Avenue**

Tak Li presents Lao Sze Chuan’s request to be granted a Class D Liquor License. He explains there was a transfer in ownership and the previous owner’s liquor license expired. Their customers are used to them offering liquor and the Company would like to continue to be able to serve alcohol to their customers.

Lao Sze Chuan’s request to increase Class D Liquor License was granted. Alderman Fiske agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

**Colectivo Coffee, 716 Chuch Street**

Scott Schwebel presents Colectivo Coffee’s request to increase the Class H Liquor License. Alderman Fiske welcomes the new business and expresses excitement to have the look of the location updated. She believes the business will do well. Mayor Hagerty agrees.

Mayor Hagerty asks Mr. Schwebel to describe Colectivo Coffee. They are a coffee roaster, bakery, a commissary, and a network of cafés. This is Colectivo’s 20th location. There are 16 in Wisconsin, 13 in Milwaukee, 3 in Madison, 3 in Chicago, and this is their 1st in the Chicagoland area. Scott Schwebel is the vice president of Colectivo. It operates as a café, but 40% of sales are from food and bakery items which they make themselves. The other locations sell a selection of beers and sometimes wines. Generally, most locations have a 6 tap head and serve seasonal beers. They also brew their own beer and highlight local beers. All beer is tapped and not to-go. All servers are BASSET trained. They have not been fined or violated for serving underage.

Colectivo Coffee’s request to increase Class H Liquor License was granted. It was agreed to suspend rules and the ordinance will be introduced and City Council will take action at the December 10, 2018 City Council meeting.

**ADJOURNMENT**

The meeting was adjourned by the Local Liquor Control Commissioner Stephen H.
Hagerty, Mayor at 11:51 a.m. November 28, 2018.

Respectfully Submitted,

Mario Treto, Jr.
Deputy City Attorney, Law Department
Memorandum

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

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

Subject: Ordinance 161-O-18, Amending 10-11-18 and 10-11-22 – Resident Parking Only Districts

Date: December 7, 2018

Recommended Action
The Transportation/Parking Committee and Staff recommend City Council adopt Ordinance 161-O-18, amending City Code Section 10-11-18 Schedule XVIII(Q) and Section 10-11-22 Schedule XVIII(C), Residents Parking Only Districts, to for District S to become EVS District 3 with a review of the changes after six months to be presented to the Transportation/Parking Committee in the second half of 2019.

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

Summary
On October 10, 2011 the City Council approved Ordinance 85-O-11 amending Title 10, Motor Vehicles and Traffic, Chapter 11, Traffic Schedules, Section 11: Schedule XVIII; Residents Parking Only Districts, (Q). District S: eight o’clock (8:00) A.M. to six o’clock (6:00) P.M. Monday through Saturday for 2500 block of Hurd Avenue as recommended by the Transportation/Parking Committee.

On October 24, 2018 Transportation Committee reviewed the results of a survey and voted to recommend that the City Council consider the adoption of an ordinance changing the existing S District from residential parking for only Hurd Street residents to residential parking for all Evanston residents and to review this change after six months.

On April 26, 2018 the Transportation/Parking Committee approved a request by 6th Ward Alderman Suffredin to conduct a parking study of the Area Surrounding the Business District located on the general area of the intersection at Central Street/Central Park Avenue.
Staff conducted a Parking Study of the area in the Summer of 2018. Alderman Suffredin held a neighborhood meeting on September 20, 2018 to discuss the results of the current study and the previous studies conducted in 2011.

After reviewing the results, Staff is recommending that for 2019 a Pilot Program is conducted on the 2500 Hurd Street. District S would be changed to EVS 3. Residents of Evanston whose vehicles are registered in Evanston would be allowed to park on the block. Residents of the block whose vehicles are not registered in Evanston would be allowed to purchase a permit.

After six months Staff will conduct a review of the new restriction and provide results to the Transportation/Parking Committee for discussion of any follow-up recommendations or changes for 2020.

As with other Pilot Programs, the area would be periodically monitored and in the event that previous conditions (similar to before 2011) started to occur, staff would bring this information to the Transportation/Parking Committee before the six month timeframe.

Attachments:
Ordinance 161-O-18
161-O-18

AN ORDINANCE

Deleting City Code Section 10-11-18, “Schedule XVIII(Q): Resident Parking Only Districts” and Adding City Code Section 10-11-22(C), “Schedule XVII(C): Evanston Resident Only Parking Districts”

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

SECTION 1: Schedule XVIII(Q), “Resident Parking Only District,” of Section 10-11-18(Q), of the Evanston City Code of 2012, as amended, is hereby deleted in its entirety.

(Q) District S: 8:00 a.m. to 6:00 p.m., Monday through Saturday.

| SCHEDULE XVIII (Q): RESIDENT PARKING ONLY DISTRICTS |
|-------------------|------------------|--------------------------|
| Hurd Avenue       | Both sides       | Harrison Street to alley south of Central Street |

SECTION 2: Schedule XXII(C), “Evanston Resident Parking Only Districts,” of Section 10-11-22(C) of the Evanston City Code of 2012, as amended, is hereby added to read as follows:

(C) District E-3: 8:00 a.m. to 6:00 p.m., Monday through Saturday.

| SCHEDULE XVIII (C): EVANSTON RESIDENT ONLY PARKING DISTRICTS |
|-------------------|------------------|--------------------------|
| Hurd Avenue       | Both sides       | Harrison Street to alley south of Central Street |
SECTION 3: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 6: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: _________________, 2018
Adopted: _________________, 2018
Approved: ______________________, 2018

______________________________
Stephen H. Hagerty, Mayor

Attest:
Approved as to form:

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

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

From: Brian Scott, Fire Chief
       Hitesh Desai, Chief Financial Officer

Subject: Ordinance 150-O-18 Amending Section 9-2-3 (B) of the Evanston City
         Code, Increasing Fire Department Transport Fees

Date: November 5, 2018

Recommended Action:
City staff requests City Council adoption of Ordinance 150-O-18 amending Section 9-2-3 of the Evanston City Code, increasing the ambulance transport fees. Ordinance 150-O-18 was Introduced at the November 12, 2018 Administration & Public Works Committee and City Council, but was requested to return to the Committee for further discussion and final Action.

Livability Benefits:
Innovation and Process: Support local government best practices and processes

Summary:
The City of Evanston staff, while analyzing rates to be more competitive in the market, and trying to generate revenues by closing the gap between cost of providing for the ambulance service and fees charged, proposes ambulance fee increase. Per the proposed increase, there will be one fee of $1,500 irrespective of the type of call unlike the current structure with varying fee amount. This fee increase will not adversely affect city residents for their out of pocket expenses.

The City Council passed the previous amendment to the ordinance on August 31, 2015.
## Proposed Rate Analysis

<table>
<thead>
<tr>
<th></th>
<th>Average Increase Charge Amount</th>
<th>Total Calls</th>
<th>Gross Charges</th>
<th>Average Collection Percentage</th>
<th>Potential Rev</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESIDENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$879.33</td>
<td>651</td>
<td>$572,443.83</td>
<td>80%</td>
<td>$457,955.06</td>
</tr>
<tr>
<td>Patient</td>
<td>$879.33</td>
<td>504</td>
<td>$443,182.32</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$457,955.06</td>
</tr>
<tr>
<td><strong>NON RESIDENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$716.67</td>
<td>294</td>
<td>$210,700.98</td>
<td>73%</td>
<td>$153,811.72</td>
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<tr>
<td>Patient</td>
<td>$716.67</td>
<td>238</td>
<td>$170,567.46</td>
<td>5%</td>
<td>$8,528.37</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$162,340.09</td>
</tr>
</tbody>
</table>

Estimated Additional Revenue $620,295.15

Less prior payments from residents $ (90,383.24)

Net estimated additional revenue $529,911.91

### Rates

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed Fee</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESIDENTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALS</td>
<td>$579.00</td>
<td>1,500.00</td>
<td>921.00</td>
</tr>
<tr>
<td>ALS2</td>
<td>$771.00</td>
<td>1,500.00</td>
<td>729.00</td>
</tr>
<tr>
<td>BLS</td>
<td>$512.00</td>
<td>1,500.00</td>
<td>988.00</td>
</tr>
<tr>
<td><strong>Average Increase</strong></td>
<td>879.33</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed Fee</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NON RESIDENTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALS</td>
<td>$750.00</td>
<td>1,500.00</td>
<td>750.00</td>
</tr>
<tr>
<td>ALS2</td>
<td>$900.00</td>
<td>1,500.00</td>
<td>600.00</td>
</tr>
<tr>
<td>BLS</td>
<td>$700.00</td>
<td>1,500.00</td>
<td>800.00</td>
</tr>
<tr>
<td><strong>Average Increase</strong></td>
<td>716.67</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attachments:
Ordinance 150-O-18

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605 of 945
150-O-18

AN ORDINANCE

Amending Section 9-2-3 (B) of the Evanston City Code
Increasing Fire Department Transport Fees

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That Section 9-2-3(B) of the Evanston City Code, adopted
2012, as amended, be and hereby is further amended as follows:

9-2-3: FEES CHARGED; USE OF EQUIPMENT.

(B) Both Nonresidents and Residents of the City of Evanston who have been
provided emergency ambulance transport service by the City shall be required to pay a
fee to the City, for each incident. All persons requiring transport to a hospital by the
Evanston Fire Department (or its designees) and related services hereafter defined,
shall be charged, per person, as follows:

<table>
<thead>
<tr>
<th></th>
<th>City Resident</th>
<th>Non-City Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLS Transport</td>
<td>$512.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>ALS Transport</td>
<td>$579.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>ALS2 Transport</td>
<td>$771.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>Mileage</td>
<td>$10.00</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Definitions:

BLS Transport: Transportation that requires Basic Life Support Service.
ALS Transport: Transportation that requires Advanced Life Support Service.
ALS2 Transport: Transportation that requires more extensive/invasive Advanced Life
Support Services.
Mileage: Charge per mile of transport in ambulance.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are
hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to
any person or circumstance is held unconstitutional or otherwise invalid, such invalidity
shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 4:** This Ordinance 150-O-18 shall be in full force and effect on January 1, 2019, after its passage, approval, and publication in the manner provided by law.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: ________________, 2018

Adopted: ________________, 2018

Approved: ________________, 2018

_____________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________

Michelle L. Masoncup, Corporation Counsel

Devin Reid, City Clerk
Memorandum

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

From: Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 132-O-18, Increasing the Number of Class D Liquor Licenses for 817 University LLC, d/b/a Tuko Cantina, 817 University Place

Date: November 5, 2018

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 131-O-18, amending Evanston City Code Subsection 3-4-6 (D) to increase the number of Class D Liquor Licenses from fifty-one (51) to fifty-two (52) and permit issuance of a Class D license to 817 University LLC, d/b/a Tuko Cantina, 817 University Place. Ordinance 131-O-18 was approved for Introduction at the November 12, 2018 City Council meeting.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 132-O-18 will permit 817 University LLC, d/b/a Tuko Cantina, (“Company”) to retail sales of alcoholic liquor only to persons of at least twenty-one (21) years of age for consumption at a restaurant when offered a complete meal. Company representative Zafer Genc submitted application materials.

Legislative History:
At the October 31, 2018 Liquor Control Review Board meeting, Company requested consideration of application for Class D Liquor License.

Alternatives:
N/A

Attachments:
Ordinance 132-O-18
Application
Minutes of the October 31, 2018 Liquor Control Review Board meeting
132-O-18

AN ORDINANCE

Amending City Code Section 3-4-6-(D) to Increase the Number of Class D Liquor Licenses from Fifty-One to Fifty-Two
(817 University, LLC, d/b/a Tuko Cantina, 817 University Place)

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

SECTION 1: Class D of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>D</th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>5254</th>
<th>None</th>
</tr>
</thead>
</table>

11 a.m. — 1 a.m. (Mon-Thurs); 11 a.m. — 2 a.m. (Fri-Sat); 10 a.m. — 1 a.m. (Sun)

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty-one (51) to fifty-two (52) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal. Each Class D license shall be issued subject to the following conditions:

1. The sale of alcoholic liquor shall be limited to the hours of 11:00 a.m. until 1:00 a.m. Monday through Thursday; 11:00 a.m. until 2:00 a.m. Friday through Saturday; 10:00 a.m. until 1:00 a.m. on Sunday.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.
The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than fifty-two (52) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2018

Approved:

Adopted: ________________, 2018

_______________________________

Stephen H. Hagerty, Mayor
Attest: 

Devon Reid, City Clerk

Approved as to form:

Michelle L. Masoncup, Corporation Counsel

~3~

611 of 945
# City of Evanston Annual Liquor License Application

## Application for Liquor License

### 1. Applicant

<table>
<thead>
<tr>
<th>Corporation name:</th>
<th>817 University LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name:</td>
<td>TU KO CANTINA</td>
</tr>
</tbody>
</table>

### 2. Business Establishment Location Information

- **Address applying for liquor license (exact street address):**
  - 817 University Place, Evanston, IL, 60621

### 3. Business Type & Liquor Service Information

- **Business type:** Restaurant
- **Liquor to be served and/or sold:** Alcoholic liquor

### Additional Information

- **Days and times liquor is served:**
  - Sunday: 11 AM to 11 PM
  - Monday to Saturday: 11 AM to 2 AM

- **Liquors will served or sold by:**
  - Glass
  - Bottle
  - Can
  - Waitstaff

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City of Evanston Liquor License Application (Rev. 12/21/17)  
Application: Page 1 of 15
## 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? 20  What is the seating capacity? 100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is &quot;no,&quot; please create a proposed menu before applying. If your response is &quot;Yes,&quot; please attach the menu.</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>F. Does the restaurant currently hold or has applied for a City of Evanston food license?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>E. Does the hotel currently hold or has applied for a City of Evanston food license?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the &quot;retail package store area&quot; as defined by the attached map?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</td>
<td>yes</td>
<td>no</td>
</tr>
</tbody>
</table>

## 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If your response is &quot;No,&quot; skip this section and proceed to section 8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximate only how many square feet are provided?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>If your response is &quot;Yes,&quot; what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Business Specific Information (BrewPub)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. How many tables are or will be in the brewpub? What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? If “no” provide date when you will apply:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# Business Specific Information (Craft Distillery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain your license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# Business Specific Information (Craft Brewery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
<td>✔</td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain your license:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12. □ yes □ no

B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No,” please provide date you intend to obtain license: ______ □ yes □ no

C. Does the craft winery intend to have a tasting room? If “Yes,” What is the seating capacity? ______ □ yes □ no

D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu. □ yes □ no

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu □ yes □ no

F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ______ □ yes □ no

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”? □ yes □ no

12. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought? □ yes □ no

If your response is “Yes,” attach a copy of ownership and proceed to section 13.

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? □ yes □ no

C. What is the period covered by the lease? 2019 to 2028

D. What is the name of the Landlord? Ronald Pjion

E. What is the address of the Landlord? (please include city, state, and zip code) 9442 Hamlin Avenue, Evanston, IL 60203

13. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked? □ yes □ no

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? □ yes □ no

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? □ yes □ no

D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain: □ yes □ no

E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
</table>

615 of 945
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date

10-01-2018
City of Evanston
Liquor License Application

AFFIDAVIT

State of  )
County of  )

The undersigned hereby makes application for a Class____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

2. APER GEN

Signature of Applicant

Subscribed and sworn to before me
this ___ day of ___, 20__.

Notary Public

MELINDA S BOLINE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 7, 2021
City of Evanston
Liquor License Application

AFFIDAVIT

State of IL
County of COOK

The undersigned hereby makes application for a Class D liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me this 1 day of OCT, 2018.

Notary Public

(Seal)
MELINDA S. BOLINE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 7, 2021

618 of 945
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: 817 University LLC

Corporate Address: 817 University Pl, Evanston, IL 6061

Corporate Ph #: Corporate Email: [Blacked Out] FEIN: [Blacked Out]

Business Status:

Date Corporation/Partnership was Organized: 07-10-2018

State Articles of Incorporation/Organization filed:

Date Articles of Incorporation/Organization filed with Secretary of State: 07-10-2018

Date Certification of Incorporation/Organization was issued by Secretary of State:

Are there any amendments to Articles of Incorporation? (if yes, provide date filed) Yes No Date Amendment Filed

What are the total shares of stock created by this Corporation?

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZAFER GENC</td>
<td>20</td>
</tr>
<tr>
<td>ALI OSMAN BURDUCLU</td>
<td>30</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? Yes No

If no, explain:

Has the Corporation attached evidence of Good Standing with the State of Illinois? Yes No

If no, explain:

Has the Corporation attached a file-stamped copy of Articles of Incorporation/Organization? Yes No

If no, explain:

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

N A

What is the objective of Corporation? Providing food service to consumers

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? Yes No

City of Evanston Liquor License Application (Rev. 03/01/15) Supp. A/Corp Info: Page 7 of 15
**SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM**
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

<table>
<thead>
<tr>
<th>Corporation/Partnership Name:</th>
<th>817 University LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
<td>TUKO CANTINA</td>
</tr>
</tbody>
</table>

### PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name:</th>
<th>ALI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
<td>BURUCOGLU</td>
</tr>
<tr>
<td>Middle Initial.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Owner</td>
<td>☐</td>
</tr>
<tr>
<td>Partner</td>
<td>☑</td>
</tr>
<tr>
<td>Corp Officer</td>
<td>☐</td>
</tr>
<tr>
<td>Site Manager</td>
<td>☐</td>
</tr>
<tr>
<td>Director</td>
<td>☐</td>
</tr>
<tr>
<td>Other: (______)</td>
<td></td>
</tr>
</tbody>
</table>

| % of Stock Ownership: | 20 |

<table>
<thead>
<tr>
<th>Current Residential Address:</th>
<th>☀</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suite/Apt.:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
</tbody>
</table>

| Home Phone: | ☀ |
| Work Phone: | ☀ |

| Cell Phone: | ☀ |
| E-mail:     | ☀ |

Date of Birth (MM/DD/YYYY): ☀

Place of Birth (City, State and Country): ISTANBUL - TURKEY

Are you a citizen of the United States? ☐ Yes ☑ No, I am a citizen of: TURKEY

Naturalized Citizen: ☐
Naturalization Information:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Cty:</th>
</tr>
</thead>
</table>

### RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

<table>
<thead>
<tr>
<th>1. Address:</th>
<th>☀</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Address:</th>
<th>☀</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Address:</th>
<th>☀</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
</tbody>
</table>

### EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>1. Name of Employer/Business:</th>
<th>AB INSANAT LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>OWNER</td>
</tr>
<tr>
<td>Start Date:</td>
<td>09-05-1999 - Present</td>
</tr>
</tbody>
</table>

Address (City, State, Zip): SIRSEL MAH 28 NISON CAD # 19-21 KAGITHANG ISTANBUL/TURKEY

| Telephone: | ☀ |
| Reason for Leaving: | Still working |

<table>
<thead>
<tr>
<th>2. Name of Employer/Business:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
</tr>
<tr>
<td>End Date:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of Employer/Business:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
</tr>
<tr>
<td>End Date:</td>
<td></td>
</tr>
</tbody>
</table>

| Telephone: | |
| Reason for Leaving: | |

<table>
<thead>
<tr>
<th>4. Name of Employer/Business:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Start Date:</td>
<td></td>
</tr>
<tr>
<td>End Date:</td>
<td></td>
</tr>
</tbody>
</table>

| Telephone: | |
| Reason for Leaving: | |
**ADDITIONAL INFORMATION:**

A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?
   - If yes, please attach a copy of your BASSET certification.
   - If no, when do you expect to complete BASSET certification: _____
   - Yes ☒  No ☐

B. Have you completed the fingerprint/background check process with the City of Evanston?
   - If no, when do you expect to submit fees and fingerprints? _____
   - Yes ☐  No ☒

C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?
   - Yes ☐  No ☒

D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?
   - Yes ☐  No ☒

E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?
   - Yes ☐  No ☒

F. Were you ever convicted of a felony?
   - If yes, please provide date, details and final disposition.
   - Yes ☐  No ☒

G. Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?
   - Yes ☐  No ☒
   - If yes, please provide date, location, details regarding the violation, and final disposition.

H. Have you had a liquor license in any other jurisdiction.
   - Yes ☐  No ☒
   - If Yes, set forth all details regarding same.

If you have answered “Yes” to (C), (D), (E), (F), (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
City of Evanston annual Liquor License Application

WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission ☐ YES ☐ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer’s license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

[Signature]
Shareholder/Manager Signature
Date 10/9/2018

State of [ ] SS.
County of [ ] SS.

Subscribed and Sworn to before me this [ ]th day of [ ] , 20[ ]

[Signature]
Notary Signature

City of Evanston Liquor License Application (Rev June 2017) Supp. C/Background Form: Page 12 of 15
### SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM

#### (Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

**Corporation/Partnership Name:**

817 University LLC

**Business Name:**

TURO CANTINA

### PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Middle Initial</th>
<th>Title</th>
<th>% of Stock Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZAHER</td>
<td>GENC</td>
<td></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

**Current Residential Address:**

**Suite/Apt.:**

**City:**

**State:**

**Zip:**

**Home Phone:**

312-259-4585

**Work Phone:**

312-259-4585

**Cell Phone:**

**E-mail:**

**Date of Birth (MM/DD/YYYY):**

**Place of Birth (City, State and Country):**

Are you a citizen of the United States?  

- [x] Yes  
- [ ] No, I am a citizen of:

**Naturalized Citizen:**  

- [ ] Yes  
- [x] No

**Naturalization Information:**

**Date:**

**City:**

CHICAGO

**State:**

IL

**County:**

COOK

### RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

<table>
<thead>
<tr>
<th>1. Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>1. Name of Employer/Business</th>
<th>Position</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>owner</td>
<td>09-2011</td>
<td>present</td>
</tr>
</tbody>
</table>

**Address (City, State, Zip):**

1924 W. DIVISION, CHICAGO, IL, 60622

**Telephone:**

773-677-8240

**Reason for Leaving:**

Still working

<table>
<thead>
<tr>
<th>2. Name of Employer/Business</th>
<th>Position</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>owner</td>
<td>2010</td>
<td>2016</td>
</tr>
</tbody>
</table>

**Address (City, State, Zip):**

223 S. ROCHE, CHICAGO, IL, 60607

**Telephone:**

**Reason for Leaving:**

Building demolished and become condo apartment

<table>
<thead>
<tr>
<th>3. Name of Employer/Business</th>
<th>Position</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>owner</td>
<td>2010</td>
<td>2010</td>
</tr>
</tbody>
</table>

**Address (City, State, Zip):**

200 S. ROCHE, CHICAGO, IL, 60607

**Telephone:**

**Reason for Leaving:**

7-11 Corp bought WHITE HER CORP.
# City of Evanston Annual Liquor License Application

## ADDITIONAL INFORMATION:

<table>
<thead>
<tr>
<th>A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</th>
</tr>
</thead>
<tbody>
<tr>
<td>• If yes, please attach a copy of your BASSET certification.</td>
</tr>
<tr>
<td>• If no, when do you expect to complete BASSET certification: N/A Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Have you completed the fingerprint/background check process with the City of Evanston?</th>
</tr>
</thead>
<tbody>
<tr>
<td>• If no, when do you expect to submit fees and fingerprints? Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Were you ever convicted of a felony?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G. Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If yes, please provide date, location, details regarding the violation, and final disposition.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>H. Have you had a liquor license in any other jurisdiction?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
</tr>
</tbody>
</table>

If Yes, set forth all details regarding same:

1. 101 S. Clinton, Chicago |
   2-228 South Racine, Chicago

2. 373 N. Orleans, Chicago |
   4-1938 W. Division, Chicago

If you have answered "Yes" to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission □ YES □ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein, and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer’s license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

10-01-2018
Shareholder/Site Manager Signature Date

State of \(\text{IL}\)
County of \(\text{COOK}\)
Subscribed and Sworn to before me this \(1\) day of \(\text{DEC}\), 2018

Notary Signature

MELINDA S ROUNE
Official Seal
Notary Public – State of Illinois
My Commission Expires Sep 7, 2021
City of Evanston <no-reply@wufoo.com>

Tue 8/21/2018 11:47 AM

To zgenc@hotmail.com <zgenc@hotmail.com>;

Aug 21, 2018
11:47am

Receipt for Liquor License Background/Fingerprint Fee Form - ch_DSY7rhH7NUbB4q

Message for me friends!

Billing Address
ALI OSMAN BURULOGLU

US

Description | Price
---|---
Applicant Fee | $43.25
One applicant – $43.25

Total | $43.25

Credit Card: ****8251

Amount Paid: $43.25
Receipt for Liquor License Background/Fingerprint Fee Form - ch_DSXziINFO6tijY0

City of Evanston <no-reply@wufoo.com>

Tue 8/21/2018 11:40 AM

To zgenc@hotmail.com <zgenc@hotmail.com>

Aug 21, 2018
11:40am

Transaction ID
ch_DSXziINFO6tijY0

Receipt for Liquor License Background/Fingerprint Fee Form - ch_DSXziINFO6tijY0

Message for me friends!

Billing Address
ZAFER GENC

US

Description
Price

Applicant Fee
One applicant - $43.25

Total $43.25

Credit Card: ****8251

Amount Paid: $43.25
# STORE LEASE

**Date of Lease:** August 1, 2018  
**Term:** August 1, 2018 – August 31, 2028

<table>
<thead>
<tr>
<th>Landlord: Surol LP</th>
<th>Tenant: 817 University LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>9442 Hamlin Ave.</td>
<td>817 University Place</td>
</tr>
<tr>
<td>Evanston, IL 60203</td>
<td>Evanston, IL 60201</td>
</tr>
</tbody>
</table>

**Premises:** 817 University Place, Evanston, IL 60201, including parking lot, if any

| Rent: |  
|-------|-------|
| August 1, 2018 - December 31, 2021 | $5,000 per month |
| January 1, 2022 - December 31, 2023 | $6,000 per month |
| January 1, 2024 - December 31, 2025 | $6,250 per month |
| January 1, 2026 – August 31, 2028 | $6,500 per month |

**Security Deposit:** $4,000 (currently held by Landlord)

**Real Estate Taxes:** Landlord’s sole responsibility except that beginning January 1, 2022, Tenant shall be obligated to reimburse Landlord for amounts over $20,000 per annum during the Term.

**Utilities:** Tenant shall remain solely responsible for the procurement and payment of utilities during the Term.

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In consideration of and subject to the mutual covenants and agreements herein, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises:

1. **USE OF PREMISES.** The Premises shall be used as a restaurant with the right of Tenant to have licensed alcoholic beverage services and for no other purpose unless expressly approved by Landlord.

2. **POSSESSION.** Possession under this Lease shall be at the beginning of the Term.

3. **PROPERTY INSURANCE.** Throughout the Term, Tenant shall obtain and pay for commercial fire and extended coverage casualty insurance for the building and other improvements on the Premises, with such comprehensive or so called “all risk” endorsements and in amounts no less than $1,000,000 for the injury to or death of any person or persons and $200,000 for damage to property and such other insurance as Landlord may, from time to time, deem reasonably necessary, and shall show the Tenant and the Landlord, and Landlord’s lender, if any, as the insured thereon and certificate holder. Tenant shall also purchase and keep in force and effect during the Term, insurance on its merchandise, inventory, contents, furniture, fixtures, equipment and other personal property located at the Premises, protecting Tenant in amounts not less than the full insurable replacement value of such Tenant property. Tenant shall keep such insurance in force
and provide Landlord with copies of said policies or certificates evidencing said coverage immediately upon issuance. The policies shall be in form and content reasonably required by Landlord and shall be issued by an insurance company reasonably approved by Landlord and shall contain a clause that the insurer will not cancel, materially modify or fail to renew the insurance without first giving Landlord thirty (30) days prior written notice. If Tenant fails to keep said insurance in effect, Tenant shall be in default hereunder and Landlord may, at its option, immediately obtain insurance coverage as provided for herein and charge Tenant for the cost thereof. Notwithstanding and in lieu of the foregoing, upon thirty (30) day advance written notice to Tenant, Landlord may at any time directly procure insurance for the Premises and charge and pass through to Tenant as Additional Rent, the cost of any premiums related to the procurement of insurance.

4. INDEMNITY AND LIABILITY INSURANCE.

(a) Except to the extent caused by the negligence or intentional acts or omissions of Landlord, Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant’s use, occupancy or resulting from Tenant’s possession of said property and any and all loss, cost, liability or expense resulting therefrom.

(b) Except to the extent caused by the negligence or intentional acts or omissions of Tenant, or resulting from a breach of this Lease by Tenant, Landlord shall hold the Tenant harmless from and defend the Tenant from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney’s fees, for damage to any property or injury to or death of any person arising from (i) the entry into the Premises by Landlord, representatives of Landlord and/or persons claiming under Landlord, and (ii) the negligence or willful misconduct of Landlord, inclusive of its agents, contractors and representatives in, upon or about the Premises.

5. LANDLORD’S RESPONSIBILITIES. Landlord, at Landlord’s expense, shall be solely responsible for the cost of any repair, maintenance or replacement of the roof, foundation, structure, exterior of the Premises and replacement (but not routine maintenance) of the HVAC system of the Premises.

6. TENANT’S RESPONSIBILITIES.

It is the intention of the Parties hereto, and they hereby agree, that except as expressly provided in the Lease, the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. Tenant hereby agrees to pay one hundred percent (100%) of those costs of maintenance and repair as set forth herein as the responsibility of Tenant for the entire Term and Extended Term (if applicable). Tenant, at Tenant’s expense, shall operate and maintain the Premises in as good condition as the Premises were delivered to Tenant on the date of commencement of this Lease and in compliance with all applicable local, state and federal building codes and regulations. Tenant’s obligations shall include, providing heating, electricity, water, waste disposal, sewage
disposal, snow removal, operating materials, supplies for and maintenance of the Premises; repair of all exterior and interior components of the Premises not expressly required by Landlord hereunder. Notwithstanding the above, Tenant shall have no obligation to comply with any law in effect prior to the Commencement Date which would require Tenant to provide physical improvements to the Premises unless the requirement for such improvements or alterations specifically is due to Tenant's use of the Premises. In addition, notwithstanding the above, Landlord, at its expense, shall be responsible for any expenses or costs required or imposed due to non-compliance of the Premises with any safety, health, fire code, regulations or statutes, if such non-compliance exists as of the Commencement Date.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord which shall not be unreasonably withheld. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant’s assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, unless otherwise permitted in writing by Landlord, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all its other obligations under this Lease. Notwithstanding the above, (i) Tenant may assign, without the prior written consent of Landlord, its entire interest in this Lease to an entity acquiring one-hundred percent (100%) of the interest of Tenant so long as such entity has a tangible net worth that is equal to or greater than the tangible net worth of Tenant as of the date of this Lease and (ii) Tenant may assign this Lease or sublease a portion of the Premises to (A) a related entity, affiliate, wholly-owned subsidiary, or (B) to any successor in interest to all or any part of Tenant’s business or to a company of which Tenant shall be a wholly owned subsidiary provided that Tenant advises Landlord in writing, in advance.

8. SIGNS AND ADVERTISEMENTS. Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatsoever, without the prior consent of Landlord, which shall not be unreasonably withheld, and, at all times Signs shall comply with the rules and regulations of the municipality where the Premises are located and with all other applicable laws. All permitted signage shall be at Tenant’s sole expense.

9. CONDITION OF PREMISES, COMMON AREAS; RIGHT OF ENTRY.

(a) Tenant acknowledges that it has inspected the Premises and, accepts the Premises in its present condition. Notwithstanding the above, Landlord represents that to the best of its knowledge, all mechanical systems, including but not limited to, the plumbing, electric and HVAC system: light fixtures and interior structure of the Premises are in good condition and repair.

(b) In accordance with the provisions of Section 6 above, Tenant shall keep the Premises in a clean, orderly, and safe condition and in good repair without disturbance whatsoever. All repairs and maintenance, to the Premises required of Tenant pursuant to Section 6 above are to be made by Tenant at Tenant’s expense with prior notice and approval of Landlord for any repair that requires a building permit or which costs more than $5,000 in any annual period. If Tenant
fails to make such repairs or replacements promptly as determined by Landlord, Landlord may, upon the written notice required in Section 23 below (except in an emergency, in which event verbal notice, confirmed by email, shall be sufficient) at its option, make such repairs or replacements and Tenant shall repay the costs thereof to Landlord on demand; provided, however, (i) in no event shall Landlord either (A) unreasonably restrict access to the Premises for Tenant, its invitees and guests or (B) unreasonably interfere with Tenant’s business and use and operation of the Premises by Tenant, its invitees and guests and (ii) at all times Tenant’s store front windows, entrance and signage shall be visible and unobstructed by scaffolding and other structures except as may be required by law or in association with any maintenance obligations of Landlord hereunder.

(c) At the end of the Term, except for ordinary wear and tear and damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, (b) have removed all of Tenant’s property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant’s Property; and (d) leave the Premises, and all common areas made available for the use of Tenant, free of trash and debris and in “broom clean” condition. Upon not less than three (3) day prior written notice, Landlord or Landlord’s agent may enter at reasonable hours to inspect or show the Premises to prospective lenders and purchasers and Landlord may perform such repairs and maintenance required hereunder or which Landlord may deem necessary for the good of the Premises; provided, however, (i) in no event shall Landlord either (A) unreasonably restrict access to the Premises for Tenant, its invitees and guests or (B) unreasonably interfere with Tenant’s business and use and operation of the Premises by Tenant, its invitees and guests and (ii) at all times Tenant’s store front windows, entrance and signage shall be visible and unobstructed by scaffolding and other structures except as may be required by law or in association with any maintenance obligations of Landlord hereunder. During the last ninety (90) days of this Lease, Landlord may display a “For Rent” sign on the Premises.

10. DAMAGE TO PREMISES BY CASUALTY.

(a) If all or any portion of the Premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord, and, provided that the casualty does not render the Premises untenantable for the uses contemplated under this Lease, this Lease shall continue in full force and effect. Unless terminated as hereinafter provided, Landlord shall with reasonable diligence take such action as is necessary to repair, restore, or rebuild the Premises to its condition at the time of the occurrence of the loss; provided, however, Landlord shall not be obligated to commence such repair, restoration, or rebuilding until insurance proceeds or the first installment thereof are received by Landlord, and Landlord’s obligation hereunder shall be limited to the proceeds received by Landlord under its insurance policies. Notwithstanding any of the foregoing, Landlord is under the obligation to exercise due diligence and good faith to obtain an insurance settlement with respect to matters referred to in this Section. Rent payments for the Premises during the re-building period shall abate except that if the damage by fire or other casualty shall not render the Premises untenantable so that Tenant may still conduct its business operations without material interruption, rent shall not abate. If the proceeds of insurance are not sufficient to rebuild the Premises, Landlord may terminate this Lease and the leasehold interest granted hereunder upon written notice to Tenant delivered within ninety (90)
days after the date of such casualty. Such termination shall be effective as of the date stated in Landlord's notice, but not later than one hundred twenty (120) days following the date of such casualty.

(b) If Landlord proceeds to repair the Premises as set forth in Section (a) above, Landlord shall commence such repairs expeditiously after the date proceeds of insurance are made available to Landlord in amounts sufficient to complete such repairs and restoration and shall proceed with reasonable diligence to restore the Premises (except that Landlord shall not be responsible for delays due to events beyond its reasonable control) to substantially the same condition as prior to the occurrence of such casualty.

(c) Notwithstanding anything else to the contrary contained in this Article 10 or elsewhere in this Lease, during the last one (1) year of the Term, Tenant, at its option, may terminate this Lease on thirty (30) days’ written notice to Landlord if the Premises shall be substantially and/or materially damaged or destroyed so that Tenant cannot conduct its business therein for at least thirty (30) consecutive days (except to the extent due to Tenant’s willful act or gross negligence).

(d) If the Premises shall be damaged by fire or other casualty, so as not to render the same untenable, i.e., that Tenant may still conduct its business operations at the Premises, then Landlord shall expeditiously repair the same and in that case the rent shall not abate. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant due to any inconvenience or loss of business arising from the necessity of repairing any portion of the Premises.

11. **PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

12. **ALTERATIONS.** Tenant shall not make any material or structural alterations or additions in or to the Premises without the prior written consent of Landlord.

13. **UTILITIES AND SERVICES.** Tenant shall furnish and pay for all electricity, gas, water, fuel, trash removal, telephone, internet, T-1 and any services or utilities used in or assessed against the Premises. Tenant shall provide for its own removal and disposal of trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials in or about the Premises, nor engage in or permit any act or condition of nuisance or disturbance.

14. **LEGAL REQUIREMENTS.** Except as set forth in Section 10 above, Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, including maintenance of all licenses and filings required by the State of Illinois and the municipality where the Premises are located or any other applicable governmental entity, necessary for Tenant to conduct or operate its business.

15. **FIXTURES.** Upon the expiration or early termination of this Lease, Tenant shall remove Tenant’s personal property, furniture, equipment and trade fixtures and repair and restore any damage to the Premises resulting from Tenant’s removal. All repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises shall
belong to Landlord and shall remain on and be surrendered with the Premises at the expiration.

16. EMINENT DOMAIN. Should all the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable for Tenant’s use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall abate as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord’s award in condemnation shall occur; provided, further, any compensation specifically and independently awarded to Tenant for relocation costs, loss of business or goodwill, or for Tenant’s fixtures and personal property, shall be the property of Tenant. Tenant shall have no claim against Landlord for the value of the unexpired term of this lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate because of such taking, the condemnation proceeds from the Demised Premises will first be used to restore the Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord.

17. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the Parties hereby releases the other Party from all liability for damage due to any act or neglect of the other Party occasioned to property owned by said Parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the Parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the Parties, and the Parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

18. DEFAULT AND REMEDIES. If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof and is not dismissed within sixty (60) days of such filing; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice (provided, further, as to any non-monetary default for which immediate action is not required, if Tenant commences to cure the alleged default within said 10 day period, then Tenant shall have an additional 30 days (for a total of ninety (40) days) to cure the alleged default), excepting the payment of rent or additional rent for which five (5) days written demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by
law, to enter upon the Premises with process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. Tenant shall promptly give written notice to Landlord if Landlord has failed to perform any of its obligations under this Lease. Landlord agrees to promptly remedy the default, or in the alternative, to promptly provide a written response to Tenant as to Landlord’s assertion that it is not in default of its obligations under this Lease.

19. **PREVAILING PARTY.** If it is necessary for Landlord or Tenant to bring any court action or to consult with an attorney concerning or for the enforcement of any of their respective rights under the Lease, then the parties hereto agree to pay to the prevailing party in any court action the amounts charged for reasonable attorney’s fees and court costs.

20. **WAIVER.** The rights and remedies of Landlord under this Lease, as well as those provided by law are cumulative. Receipt by Landlord of partial payment after Tenant’s default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

21. **TOXIC OR HAZARDOUS MATERIALS.**

   (a) Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant’s storage, use and disposal of hazardous or toxic materials.

   (b) Landlord represents to Tenant that as of the date of this Lease it has received no notice of violation of any applicable environmental law.

22. **NOTICES.** Any rent check, notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be served or sent to Landlord and Tenant at the address provided in this Lease or such other address as the Parties may designate in writing by notice hereinafter.

23. **SUBORDINATION OF LEASE TO MORTGAGES; ESTOPPEL CERTIFICATES.** This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Premises; provided,
however, Tenant’s obligation to subordinate this Lease to any existing or future mortgage or attorn to any party succeeding to a mortgagee or Landlord’s interest shall be expressly conditioned upon Tenant receiving a commercially reasonable non-disturbance agreement in form and substance reasonably satisfactory to Tenant which shall provide that so long as Tenant is not in default hereunder past the expiration of any applicable notice and cure periods, the party succeeding to mortgagees or Landlord’s interest shall not disturb this Lease or Tenant’s rights hereunder including, but not limited to, Tenants right to quiet enjoyment. Such nondisturbance agreement shall be in form and content reasonably acceptable to Tenant and Landlord’s mortgagee or other lien holder, together with a representation that the Landlord is not in default of any of the terms of any such mortgage or security agreement as of the date thereof. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, in accordance with the above provisions of this Section, the Tenant will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. Provided, however, and notwithstanding the foregoing provisions hereof, upon foreclosure of the mortgage with the mortgagee succeeding to the rights of the Landlord, the Tenant shall, at the option of said mortgagee, be bound to the mortgagee under all of the terms of the Lease for the balance of the term hereof remaining with the same force and effect as if the mortgagee were the Landlord under the Lease, and in accordance with the above provisions of this Section the Tenant hereby attorns to the mortgagee as its Landlord, such attornment to be effective and self-operative if the mortgagee so elects. In no event, however, shall the mortgagee be liable for any act or omission of any prior Landlord, be subject to any offsets or defenses which Tenant might have against any prior Landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior Landlord for more than the current month. Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or of the business of Landlord.

24. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the Parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord (except as otherwise permitted in Section 11 above) shall vest any rights in the assignee or subtenant of Tenant.

25. **QUIET POSSESSION.** Landlord agrees, so long as Tenant fully complies with all the terms, covenants and conditions herein contained on Tenant’s part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such Party’s
ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

26. **BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term.

27. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the Parties and supersedes and replaces any obligation of "Tenant" under that certain lease dated September 6, 1997, as amended by and between Landlord and Las Palmas Restaurant of Evanston, Inc., and no modification of this Lease shall be binding upon the Parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. Notwithstanding the forgoing, in the event any portion of this Lease is declared unenforceable, the remaining portion of the Lease shall remain in force and effect provided the rights and obligations of Landlord and Tenant are in substantial conformity with the business purposes of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant subscribed their names hereto below by their duly authorized respective agent as of the date first above written.

**LANDLORD:**
Surol LP

By: [Signature]
Ronald Ipjian

**TENANT:**
817 University LLC

By: [Signature]
Zafer Genc, Manager

**GUARANTY**

Zafer Genc ("Guarantor") unconditionally and irrevocably guarantees to landlord:

(a) The full and prompt payment when due, whether by accelerated or otherwise, and at all times thereafter, of all rentals, debts and obligations of Tenant for the payment of money, however created, due or to become due, known or unknown to Guarantor at the time of the execution of this Guaranty, including, without limitation, all rents, late fees, rent adjustments, payments in respect of real estate taxes, assessments, governmental charges, premiums for insurance policies, amounts required to discharge mechanics' and materialmen's liens and claims therefore, and any other sums which may now be or hereafter become due by Tenant under the Lease.

(b) The payment of any attorney's fees per paragraph 19 of the Lease; and

(c) The full, complete and punctual observance, performance and satisfaction of all covenants, terms, conditions, obligations, duties and agreements of Tenant under the Lease.

[Signature] [Signature]
Zafer Genc
COMPANY DATA SHEET
MATTER NUMBER 3038112 ENTERPRISE LAW MATTER

Company Name: 817 University LLC
D/B/A: 
Address: 817 University Place
Address: Evanston, IL 60201
Phone: 
Contact Person: Zafer Genc
EMAIL: 

Federal Employer Identification: 
IL Secretary of State File No.: 07064063
IL Business Tax No. (IBT#): 
IDES UI Account #: 
IDFPR Registration #: 

Annual Meeting Date: 7.10.18
Date of Organization: 7.10.18

Management Style: Member Managed

Member(s):
Names & Addresses Percentage Ownership Initial Capital Contribution
Ali Osman Buruloglu 80% 50,000
Zafer Genc 20% 12,500

Manager(s):
Names & Addresses
Zafer Genc, 817 University Place, Evanston, IL 60201

Tax Notes:

Articles of Amendment:
Date: 
Change:

Registered Agent: SA Law Agents, Inc.
Name: 150 N. Michigan Ave., Ste. 3300
Address: Chicago, IL 60601

Preparer of Annual Co. Minutes:

Accountant:
Address: 
Phone: 
E-mail: 

Principal Activity of Business (indicate approximate % of business for each category):
Construction
Real estate
Rental & leasing
Manufacturing
Transportation & warehousing
Finance & insurance
Health care & social assistance
Accommodation & food service
Other (specify)
Wholesale-agent/broker
Wholesale-other
Retail

Authorized to designate Series: no

Certificates of Designation (if any): (prepare Company Data Sheet for each Series)
Limited Liability Company Name: 817 UNIVERSITY LLC

Address of Principal Place of Business where records of the company will be kept:
817 UNIVERSITY PL
EVANSTON, IL 60201

The Limited Liability Company has one or more members on the filing date.

Registered Agent's Name and Registered Office Address:

SA LAW AGENTS, INC.
150 N MICHIGAN AVE STE 3300
CHICAGO, IL 60601

Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

The LLC is to have perpetual existence.

Name and business addresses of all the managers and any member having the authority of manager:

GENCO, ZAFER
817 UNIVERSITY PL
EVANSTON, IL 60201

Name and Address of Organizer
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 10, 2018
KAREN TOBIN
2460 LAKE SHORE DRIVE
WOODSTOCK, IL 60098
RESOLUTION OF THE MANAGER
OF
817 UNIVERSITY LLC

The undersigned, being the sole Manager of 817 University LLC, an Illinois limited liability company, (the "Company"), hereby evidences his consent to the adoption of the following resolutions:

RESOLVED THAT, the Company authorizes the purchase of the real estate known as 817 University Place, Evanston, IL 60201 (the "Property");

RESOLVED THAT, the Company authorizes Zafer Genc, its Manager, or Dainius R. Dumbrys, its attorney, or any other attorney from Boodell & Domanski, LLC, to execute all documents related to the transfer of this Property and the financing necessary to purchase this Property;

FURTHER RESOLVED, that the Company is authorized to be bound by the acts of Zafer Genc, sole Manager of the Company, or Dainius R. Dumbrys, its attorney, or any attorney of Boodell & Domanski, LLC.

Dated: July 30, 2018

MANAGER:

By: Zafer Genc, its Manager

{00656004}
This Certifies That Ali Osman Buruloglu is vested with an ownership interest of Eighty Percent (80%). Transfer of interest may only be made upon the books of the Limited Liability Company by the holder hereof in person or by authorized attorney upon the surrender of the Membership Certificate of Interest properly endorsed. The transfer of this interest is subject to the restrictions imposed by the Articles of Organization, the Operating Agreement and/or the laws of the above state. Upon request in writing the Company will furnish the powers, designations, preferences and relative participation rights of holders and any qualifications, limitations or restrictions of such rights, without charge.

In Witness Whereof, the said Limited Liability Company has caused the execution of this document by its duly authorized person(s) and its Seal to be affixed hereto this 13th day of September 2018 A.D.

Ali Osman Buruloglu, Member
Zafer Gene, Member


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<th>All Osman Bunaloglu</th>
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This Certifies That  Zafer Gene 
is vested with an
ownership interest of
Twenty Percent (20%) Transfer of interest may only be made upon the books of the Limited
Liability Company by the holder hereof in person or by authorized attorney upon the surrender of the Membership Certificate of Interest properly
endorsed. The transfer of this interest is subject to the restrictions imposed by the Articles of Organization, the Operating Agreement and/or
the laws of the above state. Upon request in writing the Company will furnish the powers, designations, preferences and relative participation rights
of holders and any qualifications, limitations or restrictions of such rights, without charge.
In Witness Whereof, the said Limited Liability Company has caused the execution of this document by its duly authorized person(s) and its
Seal to be affixed hereon this 13th day of September, 2018 A.D.

Ali Osman Baruloglu, Member

Zafer Gene, Member
(ADHERE CANCELLED CERTIFICATE IN THIS SPACE)

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  ) Zaler Genc

  Dated ___ September ___ 2018

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<td>Number of New Certificates</td>
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</table>

  ) Zaler Genc

  red this Certificate ____________________
WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

- Form 941 10/31/2018
- Form 940 01/31/2019
- Form 1065 03/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.
If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only once time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is 817U. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.
Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 07-10-2018
EMPLOYER IDENTIFICATION NUMBER: NOBOD
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

817 UNIVERSITY LLC
ZAFER GENC MBR
817 UNIVERSITY PL
Evanston, IL 60201
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that 817 UNIVERSITY LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JULY 10, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of SEPTEMBER A.D. 2018.

Jesse White
SECRETARY OF STATE
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Bruflat of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor City of Evanston bond with bond number 63813491

for 817 University LLC DBA Tuko Cantina

as Principal in the penalty amount not to exceed: $2,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 24th day of September, 2018.

ATTEST

L. Nelson, Assistant Secretary

By

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

On this 24th day of September, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR

NOTARY PUBLIC

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
City of Evanston annual Liquor License Application

CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Effective Date: September 24th, 2018

Surety Bond #: 63813491

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, 817 University LLC DBA Tuko Cantina

of the City of Evanston, County of Cook, and State of Illinois, a corporation organized and existing under the laws of the State of , as Principal and

WESTERN SURETY COMPANY, organized and existing under the law of the State of ___South Dakota___, and licensed to do business in of the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 24th DAY OF September, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 24th DAY OF September, 2019.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
Confirmation

Payments made before 5pm (CDT) will be posted to your account the next business day. Payments made after 5pm (CDT) may not be posted to your account for up to two business days.

Please keep a record of your Confirmation Number, or print this page for your records.

Confirmation Number  CNASUR000798212

Payment Details

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Payment Method

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Billing Address

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<tr>
<td>State</td>
<td>[redacted]</td>
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<tr>
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**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
Total Insurance Services, Inc.
3175 Commercial Ave, Suite 200
Northbrook, IL 60062

**CONTACT**
LOIS L. OWEN
PHONE: (847) 205-1777
FAX: (847) 205-1919
EMAIL: insur@totalinsurance.com

**INSURER(S) AFFORDING COVERAGE**
INSURER A: Society Insurance
MAIC #: 15261

**COVERSAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF EVANSTON IS AN ADDITIONAL INSURED IN RESPECTS TO GENERAL LIABILITY AND LIQUOR LIABILITY LOCATED AT 817 UNIVERSITY PLACE EVANSTON IL

**CERTIFICATE HOLDER**
City of Evanston
2100 Ridge Rd
Evanston, IL 60201

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Andrew Chasen

ACORD 25 (2016/03)
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Total Insurance Services, Inc.,
3175 Commercial Ave, Suite 200
Northbrook, IL 60062

**INSURED**
817 University LLC Dba: Tuko Cantina
817 University Place
Evanston, IL 60621

**CONTACT**
LOIS L. OWEN
PHONE (847) 205-1777
FAX (847) 205-1919

**INSURER(S) AFFORDING COVERAGE**
Society Insurance
NAIC # 15261

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**
City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4

**CERTIFICATE HOLDER**
City of Evanston
2100 Ridge Rd
Evanston, IL 60201

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

**AUTHORIZED REPRESENTATIVE**

ACORD 25 (2016/03)
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Total Insurance Services, Inc.,
3175 Commercial Ave, Suite 200
Northbrook, IL 60062

CONTACT: LOIS L. OWEN
PHONE: (847) 205-1777
FAX: (847) 205-1919
EMAIL: 

INSURER(S) AFFORDING COVERAGE
INSURER A: Society Insurance
NAIC #: 15281

INSURED
817 University LLC Dba: Tuko Cantina
817 University Place
Evanston, IL 60621

COVERAGES

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OTHER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required
City of Evanston is an Additional insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-44

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Rd
Evanston, IL 60201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)
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### Cocktails

- **TUKO Margarita**
  - mi campo reposado tequila, mezcal, orange liqueur, lime, agave
  - **10.00**

- **No Mames**
  - tequila blanco, mezcal, moro, blood orange, pineapple, orange blossom honey, fresno chile
  - **11.00**

- **White Lily**
  - blanco tequila, blood orange liqueur, white marsh grapefruit, lime, fresca
  - **11.00**

- **Beauty & Decay**
  - rhum vo agricole, white rum, lime juice, pineapple juice, honey
  - **12.00**

- **Pinche Man**
  - mezcal, fresh ginger, honey, lemon
  - **11.00**

- **Abuelo**
  - double rye, ferret dem, bitters, cherry smoke
  - **12.00**

- **La Jefa**
  - mezcal, damiana, mexican bitters, sherry, grapefruit bitters, coconut bitters
  - **12.00**

- **Besito**
  - blanco tequila, orange liqueur, fresh watermelon, agave nectar, fresh squeezed lime, chile poblano salt rim
  - **12.00**

- **Revolucion**
  - reposado reservo, benedictine, pineapple, chipotle agave, lemon, smoked chili sea salt
  - **14.00**

### Tacos

- **served on corn tortilla**

- **Avocado Frito**
  - beer battered fried avocado, slaw, roasted poblano crema
  - **3.00**

- **Pollo Frito**
  - buttermilk, hot sauce marinated fried chicken, chihuahua cheese, pico de gallo, chipotle crema
  - **3.00**

- **Lamb barbacoa**
  - braised lamb, onions & chile, quick pickled chilies
  - **4.00**

- **Al pastor**
  - grilled pineapple, pickled red onions, colita cheese
  - **4.00**

- **Pescado**
  - mezcal marinated fish, slaw, roasted chile sauce
  - **4.00**

- **Carne Asada**
  - grilled steak, corn & avocado relish, fresno chile, queso fresco, smoked chipotle sauce
  - **4.00**

### Chicharrones

- braised chicharrones, salsa verde, pickled red onions, cilantro, colia cheese
  - **3.00**

### The Others

- **Caesar**
  - red leaf romaine, colita, tomato, tortilla strips, lime caesar dressing
  - **12.00**

- **Pozole**
  - red chili broth, cabbage, radish, cilantro choice of meat
  - **11.00**

- **Tortas**
  - chicken tinga, cheese, pickled red onions, avocado spread, crema
  - **12.00**

- **Elote Burger**
  - triple blended patties, chihuahua cheese, elote salad, roasted jalapenos, chili powder
  - **12.00**

- **Fajita Skillet**
  - onions, peppers, tomato choice of meat
  - **14.00**

### Appetizers

- **Chicharrones**
  - chef's choice, bar snack

- **Guacamole**
  - Served with chips and salsa
  - **8.00**

- **Queso Fundido**
  - chicken chorizo, melted peppers, chihuahua cheese
  - **11.00**

- **St. Elote**
  - chili butter, cotija cheese, smoked paprika, lime zest
  - **10.00**

- **Nachos**
  - chihuahua cheese, corn, pico de gallo, crema, avocado
  - **12.00**

- **Ceviche**
  - shrimp, pico de gallo, avocado, cucumber, citrus juice, mandarin jarrito
  - **11.00**

### Dessert

- **Churros**
  - **4.00**

- **Tres Leche**
  - **200**

- **Flan**
  - coconut
  - **6.00**

*Consumer Advisory: Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of foodborne illnesses.*
CERTIFICATE OF COMPLETION

No: 24024:21410841

THIS CERTIFIES THE FOLLOWING PERSON HAS COMPLETED THE ILLINOIS BASSET CERTIFICATION COURSE - ONLINE COURSE

www.SellerServer.com
4201 FM 1090 WEST, STE 100
HOUSTON, TX 77068
(866) 378-1587

Date Of Birth: 08/17/1974
Completion Date: 08/09/2018

ALI OSMAN BURUOGLU

THIS COURSE MEETS ALL REQUIREMENTS FOR STATUTES 125.04, 125.17, AND 134.66.
I CERTIFY UNDER PENALTY OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE, THE FOREGOING IS TRUE AND CORRECT. PERJURY IS PUNISHABLE BY IMPRISONMENT VIRTUE OR BOTH.

By

(Authorised Signature of SellerServer.com)

Only original certificates are accepted by regulatory agencies.

OFFICIAL COPY

Dear ALI OSMAN BURUOGLU,

You have successfully completed the SellerServer.com training course.

Course Description: Illinois BASSET Certification Course - Online Course

Here is some important data for your records

Date Of Birth: 08/17/1974
Completion Date: 08/09/2018

www.SellerServer.com
4201 FM 1090 WEST, STE 100
HOUSTON, TX 77068
(866) 378-1587

STUDENT COPY
CERTIFICATE OF COMPLETION
No: 24024:21166962
THIS CERTIFIES THE FOLLOWING PERSON HAS COMPLETED THE ILLINOIS BASSET CERTIFICATION COURSE - ONLINE COURSE

www.SellerServer.com
4201 FM 1960 WEST, STE 100
HOUSTON, TX 77068
(866) 378-1587

Date Of Birth: 01/01/1972
Expiration Date: 10/12/2019

ZAFER GENC

I CERTIFY UNDER PENALTY OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE, THE FOREGOING IS TRUE AND CORRECT.
(PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE OR BOTH)

By

[Authenticated Signature of SellerServer.com]

OFFICIAL COPY

Dear ZAFER GENC,
You have successfully completed the SellerServer.com training course.

Course Description Illinois BASSET Certification Course - Online Course

Here is some important data for your records:

Date Of Birth: 01/01/1972
Expiration Date: 10/12/2019

www.SellerServer.com
4201 FM 1960 WEST, STE 100
HOUSTON, TX 77068
(866) 378-1587

STUDENT COPY
Logged in as: [ REDACTED ] (Logout)

Illinois BASSET Certification Course - Online Course

Course Purchased: October 12, 2016
Date Registered: October 12, 2016
Course Progress: Course Completed
Date Completed: October 12, 2016
MINUTES

Liquor Control Board
Wednesday, October 31, 2018 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present:  Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach

Members Absent:  None

Staff Present:  Mario Treto, Jr.

Others Present:  Lorraine Dostal & Farrel Wilson (Theo Ubique); Zafer Genc (Tuko Cantina); Diane Petersmarck & Unnamed Resident (City of Evanston Resident); Rajeesh Patel (Evanston 1st Liquors)

Presiding Member:  Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS

Theo Ubique Cabaret Theatre, 721 Howard Street
Lorraine Dostal requested consideration of a Class U (Theatre) liquor license. Dostal explained that Theo Ubique is a cabaret dinner theater planning to offer the option to purchase dinner tickets in addition to theatre tickets. Dinners will be provided by a catering service and the theatre will house a catering kitchen. The theatre is negotiating with an Evanston restaurant for catering services. They have 3 shows with around 120 performance dates scheduled for the first year on Thursday, Friday, Saturday and Sunday, and have added a few matinee shows for group sales. They would like to be able to serve during the matinee shows as well. They understand the One Day requirement for special events fundraisers and private party rentals.

Mayor Hagerty raised the previous meeting in which the Class U liquor license was amended and Dostal provided the Local Liquor Control Board with updates regarding the theatre’s application.
Marion Macbeth asked about the alcohol service hours on the application. Ms. Dostal and Ms. Wilson explained that shows typically run about two and a half hours, and usually end around 10:15 p.m. – 10:30 p.m., no later than 11:30 p.m. Ms. Dostal discussed wanting flexibility to add shows and extend hours. Mayor Haggerty and Attorney Treto determined that Class U license classifications includes language that only restricts time before, during and, after a show that alcohol may be served but does not have a set time that alcohol service must end by. The Theo Ubique would be permitted to serve alcohol two (2) hours before and after each show, and during intermission regardless of which day of the week or the time of day.

Dick Peach clarified that one of the members who is BASSET trained will have to be present at the establishment. Ms. Wilson stated that she and the theatre manager intend to be present. Ms. Wilson indicated that she is an Evanston resident and will ensure that actors will be asked if they are BASSET trained during their audition application. People who serve will BASSET trained. Mayor Hagerty emphasized his zero tolerance policy for underage drinking.

The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. No further questions from Members. Attorney Treto advised of the separate requirements for warming stations and serving of food. No additional public comment. The Board recommended approval of the liquor license to be introduced at the City Council meeting on November 12, 2018.

**Tuko Cantina, 817 University Place**
Zafer Genc requested consideration of a Class D (Restaurant) license. He has been doing business in Chicago for the last 18 years and has several liquor licenses in the city of Chicago. He currently has a restaurant, Rhyme or Reason, in Wicker Park. He came to the 817 University Place building through his research and found that it previously had a restaurant. He was later notified of concerns raised by neighboring residents and has worked to address them. Mayor Hagerty indicated that he hasn’t heard complaints about the service of liquor, but moreso about noise control. Mr. Genc responded by indicating that he is setting his hours of operation the same as other nearby restaurants.

Mr. Genc indicated that Tuko Canita is a Mexican style restaurant with a smaller menu including tacos, tortas and margaritas. His chef in Wicker Park is assisting him with the menu. He is willing to close earlier to satisfy neighbors.

Mayor Hagerty opened the discussion up to public comment. Diane Petersmarck stated that she is welcoming of a restaurant as long as it is willing to be flexible on hours and expressed gratitude towards Mr. Genc’s agreement not to put seating in the parkway.

Mr. Genc indicated that he plans to have televisions for sporting events nad would like to extend hours from 11 p.m. to 12 a.m. to accommodate games. Ms. Petersmarck and Mr. Genc discuss sound control and locations for television. Another resident continued to discuss outdoor seating and noise concerns from her perspective.
Attorney Treto agreed to draft a memorandum of understanding memorializing in writing the agreed upon hours of operation (notating Sunday through Saturday hours to terminate at midnight), HVAC replacement, and noise control with regard to seating and television speakers.

The Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. None were voiced. The board recommended liquor license issuance to be introduced at the City Council meeting on November 12, 2018.

**Evanston 1st Liquors**
**Rajeesh Patel**
The mayor directed staff to work with the owners of Evanston 1st Liquors with regards to their request to amend their liquor license to allow the sale of different alcoholic containers in comparison to other liquor license classes. Staff will put this item for consideration on its next agenda.

**ADJOURNMENT**
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:35 a.m. October 31, 2018.

Respectfully Submitted,

Mario Treto, Jr.
Deputy City Attorney, Law Department
AGENDA

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

II. APPROVAL OF REGULAR MEETING MINUTES OF NOVEMBER 12, 2018

III. ITEMS FOR CONSIDERATION

(P1) Vacation Rental License for 1516 Crain Street
City staff recommends approval of a Vacation Rental License for the property located at 1516 Crain Street. The Vacation Rental meets all of the Standards and Procedures for license approval.
For Action

(P2) Ordinance 158-O-18, Extending the Time for Applicant to Obtain a Building Permit to Construct the Planned Development at 1815 Oak Avenue
Staff recommends adoption of Ordinance 158-O-18 to extend the time for commencement of construction of the Planned Development at 1815 Oak Avenue, originally approved on July 25, 2016. The Ordinance would grant a one-year extension for building permit issuance to December 10, 2019. Alderman Braithwaite requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.
For Introduction and Action

(P3) Ordinance 139-O-18, Granting Major Variations at 1943 Sherman Avenue in the R5 General Residential Zoning District
The Zoning Board of Appeals recommends denial and staff recommends approval of Ordinance 139-O-18 authorizing major variations for a 22' rear yard setback where 22.5' is required for a three-story stair, and an increase of zero additional parking spaces where 3 additional parking spaces are required for the conversion of a single family residence to a 3-unit multiple family residence in the R5 General Residential District.
For Introduction
(P4) **Ordinance 160-O-18, Granting Landmark Status to the Building and Lot of Record at 1225 Asbury Avenue**
The Preservation Commission and City staff recommend approval of Ordinance 160-O-18 Designating 1225 Asbury Avenue (building and lot) as an Evanston Landmark.

*For Introduction*

(P5) **Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue**
City staff recommends adoption and the Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief in the R1 Single Family Residential District. *This item was held in committee at the November 12, 2018 Planning and Development Committee meeting. Since the meeting the applicant has met with staff and expressed that he would submit multiple revised options to construct a single family dwelling on the lot. The applicant intends to invite neighbors to a meeting with staff where the neighbors could offer input about the revised options prior to returning to the Planning and Development Committee in January. Therefore, staff recommends that the Planning and Development Committee table this item until January 14, 2019.*

*For Introduction*

IV. **ITEMS FOR DISCUSSION**

(PD1) **Requiring Owner Occupancy When Single Family Homes With Accessory Dwelling Units/Coach Houses Involve Rental to Non-Family Members**
At the request of Alderman Eleanor Revelle, staff prepared the following background information to inform a discussion relating to owner-occupancy requirements as a condition of allowing rental of accessory dwelling units (ADUs)/coach houses to non-family members of the primary dwelling unit. Staff seeks further direction from the Planning & Development Committee relating to the addition of any potential regulations to address this discussion item at future meetings.

*For Discussion*

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN WILSON, CHAIR
A quorum being present, Ald. Wilson called the meeting to order at 7:12 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF OCTOBER 8, 2018

Ald. Fiske moved to approve the minutes of the October 8, 2018 meeting, seconded by Ald. Rue Simmons. The committee voted unanimously 7-0, to approve the October 8, 2018 minutes.

III. ITEMS FOR CONSIDERATION

(P1) Vacation Rental License for 1918 Jackson Avenue
Staff recommends approval of a Vacation Rental License for the property located at 1918 Jackson Avenue. The Vacation Rental meets all of the Standards and Procedures for license approval. This item was held at the October 8 meeting until the next Planning & Development meeting. 

For Action

Ald. Rue Simmons noted additional information has been provided since the previous meeting.

Ald. Fiske confirmed that the unit was not owner occupied.

Ald. Wilson moved approval, seconded by Ald. Rue Simmons. The Committee voted 6-1 to approve this item.

(P2) Vacation Rental License for 1005 Dewey Avenue
City staff recommends approval of a Vacation Rental License for the property located at 1005 Dewey Ave. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action

Ald. Revelle moved approval of the item, seconded by Ald. Rue Simmons. The Committee voted 7-0 to approve this item.

(P3) Resolution 99-R-18, Authorizing the City Manager to Purchase Two Vacant Lots Located at 2122 Darrow Avenue and 2113 Dewey Avenue

Staff recommends approval of Resolution 99-R-18 authorizing the City Manager to purchase two vacant lots located at 2122 Darrow Avenue and 2113 Dewey Avenue in Evanston, Illinois for the sum of two dollars ($2.00). 2122 Darrow Avenue and 2113 Dewey Avenue are vacant land acquired as foreclosed housing with Neighborhood Stabilization Program 2 (NSP2) funds. The properties are being transferred to the City so the City may close out its NSP2 grant with Housing and Urban Development by December 31, 2018.

For Action

Ald. Rue Simmons moved to approval of this item, seconded by Ald. Wynne. The Committee voted 7-0 to approve this item.

(P4) Ordinance 112-O-18, Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue

City staff recommends adoption and the Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief for 42.5% building lot coverage where a maximum 30% is allowed, a 3’ south interior side yard setback where 5’ is required for the principal structure, a 3.5’ street side yard setback where 15’ is required for the principal structure, an 8.5’ street side yard setback where 15’ is required for a deck, a 10’ street side yard setback where 15’ is required for a detached garage, and a 1’ street side yard setback where 15’ is required for open parking, in the R1 Single Family Residential District. The Zoning Board of Appeals determined the proposal does not meet all Standards for Major Variation, specifically that the proposal would result in a substantial adverse impact on the use, enjoyment or property values of adjoining properties, and that the requested variations are not the least deviation from the applicable regulations among the feasible options identified.

For Introduction

Ald. Wilson moved to introduce Ordinance 112-O-18, seconded by Ald. Rue Simmons.

Joseph Paradi, 2907 Hartzell, spoke in opposition noting the Zoning Board of Appeals recommendation for denial.
Nancy Crane, 2821 Hartzell, spoke in opposition.

George and Liza Kirkpatrick, 2904 Hartzell, spoke in opposition, agreeing with Mr. Paradi.

Jeff Clark, spoke in opposition, noting that the applicant could build by purchasing adjacent lot, receive a variance, or by change the rules.

Dick Horsting, 2624 Reese, spoke in opposition, noting the history of the property and reasons for disapproval including impact on his abutting property.

Sue Carlson, stated that her property has been affected by a previous impervious surface variation at another location.

Mark Newman, could build similar to corner houses across the street.

Kathy Miller, 2031 Hartzell, spoke in opposition because of water runoff issues and proposed setbacks.

Bill Seyle, spoke in opposition, noting the previous submittals were not reasonable and were rejected.

Robert Ryan, 2831 Hartzell, spoke in opposition, believes the hardships are self-imposed because the lot size was known at time of purchase.

Colleen Barkley, agrees with previous statements and added that heritage trees would be impacted and expressed concerns about downspout locations.

In response to a question from Ald. Wynne, Scott Mangum, Planning and Zoning Administrator, noted that the zoning of the lot allows a single family residence and that the lot was legally created like many in the City that pre-date zoning requirements.

Bill James, applicant, built 22 homes in Evanston. Was contacted by the real estate broker of previous owner to purchase. Staff represented that is was buildable with variations and believes ZBA sided with neighbors instead of technical standards. Following the previous proposal that was rejected, revisions were made based on comments at first ZBA meeting including reducing to 1.5 story house. At the second meeting, the ZBA didn’t give direction on how to revise. Some neighbors are in support of building on lot and decisions should not be made based on neighbor sentiment. Believes more definitive guidance could be given by staff.
Ald. Suffredin, stated that he understands the applicant’s situation but believes he is seeking too big of house on too small of lot and urged the Committee to vote no.

In response to Ald. Suffredin, Johanna Leonard, Community Development Director, explained the DAPR process.

Mr. James stated that he would be willing to make reasonable changes.

In response to Ald. Fiske, Matt Rodgers, zoning consultant, stated that there has been no house on the lot since at least 1960, but was not certain when it was subdivided.

Mr. Horsting, provided additional history of the property, with the original 1925 plat showing 3 lots.

Ald. Fiske, noting a number of 25’-wide lots in Northwest Evanston, stated that this could be good lot for small house, but had concerns with depth of basement. Suggested holding in committee, and interested in a list of other 25’-wide lots built in Northwest Evanston.

Mr. James stated that he would work with the Building Division on basement issues.

Ald. Wilson, noted this application was an alternate to the trend of combining lots for larger houses. The home would be smaller 2-bedroom home. Expressed concern with how neighbors opposition tactics affect a potential new neighbor.

Ald. Revelle, agrees with many of Ald. Fiske’s comments. This is challenging because of lot width and the corner lot. Could look at broader conversation of smaller lots, but believes this proposal is too much for this lot.

Ald. Rainey, noted that if trees are main concern, nothing could be built on lot and inquired whether neighbors couldn’t purchase lot. Explained that she has known applicant as a developer and planner for around 30 years.

In response to Ald. Rainey, Ms. Leonard noted that some of the DAPR comments dealt with shoring but not stormwater runoff.

Ald. Wilson, stated that if there is interest in productive conversation, the item could be held in Committee.

Ald. Fiske, believes this is an opportunity to look at a small, affordable house and suggested to meet with neighbors and the Ald.
Ald. Fiske moved to hold until next meeting, seconded by Ald. Rue Simmons. The item was held until the next Planning and Development Committee meeting.

(P5) Ordinance 144-O-18 Granting a Special Use for a Type 2 Restaurant and Drive-Through Facility, McDonald's Restaurant, at 1919 Dempster St.
The Zoning Board of Appeals and City Staff recommend adoption of Ordinance 144-O-18 granting special use approval for a Type 2 Restaurant and a dual lane Drive-Through Facility for McDonald's Restaurant in the C2 District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

For Introduction

Ald. Wilson noted that Ald. Braithwaite requests suspension of rules.

Ald. Wilson moved to introduce Ordinance 144-O-18 and to suspend the rules, seconded by Ald. Rue Simmons. The Committee voted 7-0 to introduce Ordinance 144-O-18 and suspend the rules.

(P6) Ordinance 147-O-18, Major Adjustment to a Planned Development at 1571 Maple Avenue
Plan Commission and Staff recommend adoption of Ordinance 147-O-18 for approval of a Major Adjustment to a Planned Development at 1571 Maple Avenue in order to modify the parking lease condition of approval (Z) from 101 parking spaces to 70 parking spaces available within either the Maple Avenue or Sherman Avenue garages, as well as to modify the on-site affordable housing condition of approval (Q) to provide one (1) one-bedroom on-site affordable housing unit to households with incomes at or below fifty percent (50%) of Area Median Income (AMI) instead of two (2) housing units affordable to households at or below 100% AMI. The period of affordability of the unit would remain at 10 years from first rent up.

For Introduction

Ald. Wilson noted that the project predates the Inclusionary Housing Ordinance and that he would request suspension of the rules.

Ald. Fiske stated she is not in favor of using Sherman Plaza for parking and requested staff speak about affordable housing proposal.

In response to a question from Ald. Fiske, Sarah Flax, Housing and Grants Administrator stated that staff is in favor of providing one affordable housing unit at 50% of AMI.

Ald. Rainey noted opportunities of fee-in-lieu to provide housing for families in other areas of City instead of providing an onsite unit in downtown.
Ald. Wilson moved to introduce Ordinance 147-O-18 and to suspend the rules, seconded by Ald. Rainey. The Committee voted 7-0 to introduce Ordinance 147-O-18 and to suspend the rules.

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT
Ald. Fiske moved to adjourn, seconded by Ald. Wynne. The meeting adjourned at 8:34 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Administrator
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Evonda Thomas-Smith, Health Department Director
Ellyn Golden, Environmental Health Licensing Coordinator
Meagan Jones, Neighborhood and Land Use Planner

Subject: Vacation Rental License for 1516 Crain St.

Date: November 29, 2018

Recommended Action:
City staff recommends approval of a Vacation Rental License for the property located at 1516 Crain Street. The Vacation Rental meets all of the Standards and Procedures for license approval.

Livability Benefits:
Built Environment: Support housing affordability
Economy & Jobs: Retain and expand local businesses

Summary:
1516 Crain St. is located on the south side of Crain St. at the intersection of Crain St. and Ashland Ave. in the R3 Two-Family Residential District. The property features a single family home and detached garage. The property is owned by Douglas and Ronald Whitmore and the proposed vacation rental will be operated by Douglas Whitmore. The property meets the Standards and Procedures as required by Ordinance 50-O-13:

The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood. There is one recently approved Vacation Rental within 1,000 ft. of the property at 1005 Dewey Ave., however, no other licensed Vacation Rentals are within the immediate area, and no negative cumulative effect is anticipated.

The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. The property in question is adjacent to similar single family residence and multiple family residences. According to the
The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250’ of the subject property.

The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety. The subject property does not feature any open zoning or property standards violations. City staff is not aware of any nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental. There is sufficient parking for the Vacation Rental, with a detached garage on the property and some on-street parking available in the area. Additionally, the Health and Human Services Department requires an inspection of life safety issues prior to issuing a license.

Attachments:

Vacation Rental License Application – submitted November 16, 2018
Notice to Neighbors
Mailing Notification List
Aerial View of Property
Vacation Rental Ordinance 50-O-13
Vacation Rental Ordinance 137-O-18 (approved November 19, 2018)
VACATION RENTAL LICENSE APPLICATION

A property owner who seeks a Vacation Rental License shall submit a written application that contains all of the information requested below (City Code §5-9-4-(A), as amended). All vacation rentals are for a duration of less than 30 consecutive days.

PLEASE FILL IN ALL SECTIONS. IF APPROPRIATE, MARK “NOT APPLICABLE” OR “N/A.”

**Dwelling Unit Address:** 1516 Crain St.

**PIN:** 10-24-211-007-0000  
**Total # of dwelling units in the building:** 2

Please provide a short summary explaining how the rental will operate (how often, how many rooms, etc.)

We are renting Airbnb. One, two (2) bedroom unit.

1. **Unit Owners** (If a partnership, corporation, or other entity, include its name and the name of the responsible party):

   **Names:** Douglas & Ronald Whitmore

   **Address including City, State, Zip Code:** 1511 Emerson St. Evanston, IL. 60201

   **Phone(s):** 847-942-3866  
   **Email address(es):** dwhitmore27@gmail.com

2. **Name of natural person twenty-one (21) years of age or older, designated by the owner as the authorized agent for receiving notices of city code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner in connection with the enforcement of this code. The foregoing notwithstanding, this person may be between eighteen (18) and twenty-one (21) years of age provided that the applicant attaches, to this form, proof that said person has a valid realtor's license issued pursuant to the Illinois Real Estate License Act, 225 ILCS 454/1-1 et seq., as amended. This person must maintain an office in Cook County, Illinois, or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself/herself as agent:**

   **Name of Designated Agent for above purpose:** Douglas Whitmore

   **Address, including City, State, ZIP:** 1511 Emerson St. Evanston, IL. 60201

   **Phone(s):** 847-942-3866  
   **Email address:** dwhitmore27@gmail.com

3. **Name of owner's agent for the purpose of managing, controlling or collecting rents, and any other person who is not an owner but who controls such dwelling unit, if any:**

   **Name of Designated Agent for above purpose:** N/A

   **Address, including City, State, ZIP:**

   **Phone(s):**

   **Email address:**
4. Name of each company that provides an insurance policy for the dwelling unit:
State Farm Insurance

Address, including City, State, ZIP: 4523 Oakton St. Skokie, IL. 60067
Phone(s): 847-677-2730  Email address: darrell.dixson.cdhn@statefarm.com

Inspection:
A pre-approval licensing inspection for life and safety matters of the dwelling is required. All issues found during the inspection must be corrected before the issuance of a license.

Notice:
Each applicant must submit prior to the Planning and Development Committee, P&D, proof of mailed notices to all owners whose addresses appear on the current tax assessment list of real estate property located within radius of 250 feet of the subject property, inclusive of public streets, alleys and other public ways.

The notice must include applicant's name, the address of the subject property, the matter under consideration, and the date, time and location of the meeting of the Planning and Development Committee.

You will be informed by the Health Department when to distribute the notices after the P & D Committee and City Council meeting date for your application is confirmed.

Approval:
Each application must be reviewed by P & D Committee and City Council before approval is granted.

Please submit completed application and required documents to: Licensing, Dept. of Health & Human Services
2100 Ridge Ave., Evanston, IL 60201 or email to: egoden@cityofevanston.org
November 24, 2018

Subject: Notice regarding property located at 1516 Crain St. Evanston, IL 60202

Dear Property Owner and/or Resident,

The purpose of this letter is to inform you that Douglas Whitmore (Contact info: 847-942-3866), has submitted an application for a Vacation Rental License (City Code § 5-9-4) for the above reference property, which is scheduled for review during the public meetings of the Planning & Development Committee and Evanston City Council on December 10, 2018 at 7:00pm in City Council Chambers at Lorraine H. Morton Civic Center 2100 Ridge Avenue Evanston, IL 60201.

For inquiries about this application, please contact the Department of Health & Human Services (847) 448-4311
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CHAPTER 9 - VACATION RENTALS

SECTION:

5-9-1. - PURPOSE.

The purpose of this Chapter is to promote the public health, safety, and welfare by licensing the operation of vacation rentals within the City of Evanston.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-2. - DEFINITIONS.

For the purposes of administering this Chapter, the following definition(s) shall apply:

| **VACATION RENTAL:** | A dwelling unit or portion thereof offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner’s family, as those terms are defined in Section 6-18-3 of this Code. The term "vacation rental" shall not include hotels or motels, licensed pursuant to Title 3, Chapter 2 of this Code, lodging establishments, licensed pursuant to Title 5, Chapter 2 of this Code, bed and breakfast establishments, licensed pursuant to Title 8, Chapter 19 of this Code, and/or home sharing in accord with Subsection 6-4-1-14-(B) of this Code. |

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-3. - LICENSE REQUIRED; LICENSE TERM; EXEMPTIONS.

(A) It shall be unlawful to operate a vacation rental within the City of Evanston without a current, valid license issued pursuant to the terms of this Chapter.

(B) Each license issued pursuant to this Chapter shall be valid for one (1) year, subject to renewal per Section 4 of this Chapter.

(C) Subsection (A) of this Section notwithstanding, no license shall be required to operate a vacation rental for no more than one (1) rental period per dwelling unit per twelve-month period for:

1. Any dwelling unit;
2. A rental agreement executed pursuant to or in conjunction with a contract to sell the dwelling unit containing the vacation rental;
3. Vacation rental guest(s) who is/are displaced from his/her/their own dwelling unit so that it may be renovated and/or repaired;
4. An operator who will suffer demonstrable hardship.

(Ord. No. 50-O-13, § 2, 6-10-2013)
5-9-4. APPLICATION; NOTICE; STANDARDS AND PROCEDURES; RENEWAL; FEES.

(A) Applications. A property owner who seeks a vacation rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to Chapter 8 of this Title.

(B) Notice. Each application shall be accompanied by proof the applicant mailed notice thereof to all owners, whose addresses appear on the current tax assessment list, of real property located within a radius of two hundred fifty feet (250') of the subject property, inclusive of public streets, alleys and other public ways. The notice shall contain the applicant's name, the address of the subject property, the matter under consideration, and the date, time, and location of the relevant meeting of the Planning and Development Committee.

(C) Standards and Procedures for License Approval. The Planning and Development Committee will review all applications for vacation rentals and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving said report, may refer the application back to that body for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a vacation rental license, upon findings of fact with respect to each of the standards set forth below:

1. The proposed vacation rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other vacation rentals in the immediate neighborhood.

2. The vacation rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.

3. The proposed vacation rental will comply with all the rules and regulations contained herein.

4. The proposed vacation rental is not likely to have an adverse effect upon the public health, welfare, or safety.

Regardless of its finding on any or all of the foregoing standards, the City Council may deny a vacation rental license upon a finding that such denial is in the public interest.

(D) Renewal. If a vacation rental license was issued for the prior year, the approval for a renewal license shall be obtained from the City Manager or his/her designee, provided the previously-issued license was not revoked or suspended, and the vacation rental did not receive citation(s) from any City Inspector or Police Officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 4 of this Chapter.

(E) License Fee. The annual fee for a license issued pursuant to this Chapter shall be fifty dollars ($50.00).

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-5. REQUIREMENTS AND STANDARDS.

(A) No vacation rental operator shall:

1. Rent or lease any vacation rental for any period of time shorter than twenty-four (24) consecutive hours;

2. Rent or lease any vacation rental more than once within any consecutive twenty-four-hour period measured from the commencement of one rental to the commencement of the next;

3. Advertise an hourly rate or any other rate for a vacation rental based on a rental period of fewer than twenty-four (24) consecutive hours; and/or

4. Serve or otherwise provide any food or beverage to any guest.
5. Cause or permit, by action or failure to act, the vacation rental or its use to suffer from and/or create any violation of the following portions of the City Code: Title 4, "Building Regulations"; Title 5, "Housing Regulations"; Title 6, "Zoning"; Title 8, "Health and Sanitation"; or Title 9, "Public Safety."

(B) Every vacation rental shall be subject to inspection by staff members of the City's Fire, Health, and Community and Economic Development Departments.

(C) Every vacation rental operator shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The operator shall make said register freely accessible to any officer of the City's Police, Fire, Health, and/or Community and Economic Development Departments.

(D) Every vacation rental operator shall post, in a conspicuous place within the vacation rental, the name and telephone number of the operator's authorized agent identified pursuant to Code Section 5-8-3(A)2.

(E) Any kitchen in a vacation rental shall be cleaned and sanitized between guests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests.

(F) The operator of every vacation rental shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new guest. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-6. - PENALTY.

(A) Any owner, tenant or other person who shall be found to have violated any of the provisions of this Chapter shall be guilty of an offense punishable as follows:

1. The fine for a first violation is two hundred dollars ($200.00).
2. The fine for a second violation is five hundred dollars ($500.00).
3. The fine for a third or subsequent violation is seven hundred fifty dollars ($750.00).

(B) Each day a provision of this Chapter is found to have been violated constitutes a separate violation subject to the fine schedule set forth in this Section.

(C) Any fines shall be debts due and owing to the City that the City may collect by any means allowed by law, including, but not limited to, filing a lien against the vacation rental or the premises containing the vacation rental.

(D) The fines provided for herein shall not be construed as limiting the power of a court of competent jurisdiction or an administrative hearing officer to impose other penalties and/or remedies as provided for by applicable legislation. In addition, a licensee found to have violated any provision of this Chapter may be subject to license revocation, suspension, or nonrenewal.

(Ord. No. 50-O-13, § 2, 6-10-2013)

5-9-7. - REVOCATION; SUSPENSION; PROCEDURES.

(A) The City Manager may revoke or suspend a license issued pursuant to the terms of this Chapter for any of the following reasons:

1. If the owner of the relevant vacation rental or his/her agent violates any of the terms of this Chapter;
2. If the owner of the vacation rental or his/her agent is deemed to have maintained a nuisance premises therein, in violation of Section 9-5-4 of this Code;

3. If, pursuant to Title 4, Chapter 16 of the City Code, the Director of Community and Economic Development ("Director") deems the vacation rental, or the premises wherein it is located, to be a vacant building, as defined therein; and/or

4. If the City or other governmental agency condemns the vacation rental or the premises wherein it is located.

(B) Not less than fourteen (14) business days prior to a revocation hearing for a license issued pursuant to the terms of this Chapter, the Director shall send, via First Class U.S. mail, a notice of revocation hearing to the owner or his/her authorized agent at the address provided on the most recent license application. Notice shall be sufficient if sent to the address of the authorized agent indicated on the license application. Said notice shall include the following:

1. Description of the vacation rental, sufficient for identification;
2. A statement that the license is subject to revocation;
3. A statement of the reasons for the revocation;
4. The date and time upon which a revocation hearing shall occur; and
5. The location for said revocation hearing.

(C) If the Director certifies to the City Manager that he/she has reason to believe that immediate suspension of the license is necessary to prevent the threat of immediate harm to the community, the City Manager may, upon the issuance of a written order stating the reason for such conclusion and without notice or hearing, order the license suspended for not more than seven (7) days. The City Manager may extend the suspension during the pendency of a hearing upon a written determination that doing so is necessary to prevent the aforesaid harm to the community.

(D) Hearings shall be conducted by the City Manager in accordance with procedures drafted by the Corporation Counsel.

(E) Within ten (10) business days after the close of the hearing, the City Manager shall issue a written decision that shall constitute a final determination for purposes of judicial review pursuant to the Illinois Administrative Review Law, 735 ILCS 5/3-101 et seq., as amended. In reaching a decision, the City Manager may consider any of the following:

1. The nature of the violation;
2. The nature and extent of the harm caused by the licensee's action or failure to act;
3. The factual situation and circumstances surrounding the violation;
4. Whether or not the action or failure to act was willful;
5. The record of the licensee with respect to violations.

(F) A licensee whose license has been revoked shall not be eligible to reapply for a new license.

(Ord. No. 50-O-13, § 2, 6-10-2013)
AN ORDINANCE
Amending Portions of Title 5, Chapter 9, “Vacation Rentals”

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

SECTION 1: The definition for “Vacation Rental” in City Code Section 5-9-2, “Definitions,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

| VACATION RENTAL: | A dwelling unit or portion thereof offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner's family, as those terms are defined in Section 6-18-3 of this Code. The term "vacation rental" shall not include hotels or motels, licensed pursuant to Title 3, Chapter 2 of this Code, lodging establishments, licensed pursuant to Title 5, Chapter 2 of this Code, bed and breakfast establishments, licensed pursuant to Title 8, Chapter 19 of this Code, and/or home sharing in accord with Subsection 6-4-1-14-(B) of this Code, or housing subsidized by the City or other affordable housing providers. |

SECTION 2: City Code Section 5-9-4, “Application; Notice; Standards & Procedures; Renewal; Fees,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

5-9-4: APPLICATION; NOTICE; STANDARDS & PROCEDURES; RENEWAL; FEES:

(A) **Applications:** A property owner who seeks a Vacation Rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to Chapter 8 of this Title.

(B) **Notice:** Each application shall be accompanied by proof the applicant mailed notice thereof to all owners, whose addresses appear on the current tax assessment list, of real property located within a radius of two hundred fifty feet (250’) of the subject property, inclusive of public streets, alleys and other public ways. The notice shall contain the applicant’s name, the address of the subject
property, the matter under consideration, and the date, time, and location of the relevant meeting of the Planning and Development Committee.

(C) **Property Inspection.** The dwelling unit must be inspected by City staff pursuant to this Chapter prior to administrative or City Council review of application for Vacation Rental.

(D) **Standards and Procedures for License Approval:** If a Vacation Rental license is not for the owner’s primary residence then the Planning and Development Committee will review all applications for Vacation Rentals and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving said report, may refer the application back to that body for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a Vacation Rental license, upon findings of fact with respect to each of the standards set forth below:

1. The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood.

2. The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.

3. The proposed Vacation Rental will comply with all the rules and regulations contained herein.

4. The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety.

Regardless of its finding on any or all of the foregoing standards, the City Council may deny a Vacation Rental license upon a finding that such denial is in the public interest.

If a property owner seeks a Vacation Rental license for the owner’s primary residence then staff will review application for Vacation Rental. If the owner of the unit is on active military duty, the affidavit shall include a statement attesting to such fact and to whether the owner has appointed a designated agent or employee to manage, control and reside in the unit during such owner’s absence while on military duty.

(E)(D) **Renewal:** If a Vacation Rental license was issued for the prior year, the approval for a renewal license shall be obtained from the City Manager or his/her designee, provided the previously-issued license was not revoked or suspended, and the Vacation Rental did not receive citation(s) from any City inspector or Police officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 4 of this Chapter.
(F) **Fees:** The following fees shall be imposed for application submittal and licensing fees:

1. **Application Fee:** All property owners who seek to submit a Vacation Rental application must submit a nonrefundable application fee of two hundred and fifty dollars ($250.00).

2. **License Fee:** The annual fee for a license issued pursuant to this Chapter shall be one hundred and fifty dollars ($150.00).

**SECTION 3:** City Code Section 5-9-5, “Requirements and Standards,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

**5-9-5: REQUIREMENTS AND STANDARDS:**

(A) No vacation rental operator shall:

1. Rent or lease any vacation rental for any period of time shorter than twenty-four (24) consecutive hours;

2. Rent or lease any vacation rental more than once within any consecutive twenty-four-hour period measured from the commencement of one rental to the commencement of the next;

3. Advertise an hourly rate or any other rate for a vacation rental based on a rental period of fewer than twenty-four (24) consecutive hours; and/or

4. Serve or otherwise provide any food or beverage to any guest.

5. Cause or permit, by action or failure to act, the vacation rental or its use to suffer from and/or create any violation of the following portions of the City Code: Title 4, "Building Regulations"; Title 5, "Housing Regulations"; Title 6, "Zoning"; Title 8, "Health and Sanitation"; or Title 9, "Public Safety."

(B) Every vacation rental shall be subject to inspection by staff members of the City's Fire, Health, and Community and Economic Development Departments.

(C) Every vacation rental operation shall include in any listing the following information about the vacation rental: (A) the licensee's cancellation and check-in and check-out policies; (B) a statement on: (i) whether the vacation rental is wheelchair or ADA accessible; (ii) whether the vacation rental has any parking availability or neighborhood parking restrictions; and (iii) the availability of, or restrictions on, the use of any recreational facilities or other amenities applicable to guests; and (C) a description of the vacation rental, including the number of sleeping rooms and bathrooms; and (D) the City of Evanston license number.
(D)(C) Every vacation rental operator shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The operator shall make said register freely accessible to any officer of the City's Police, Fire, Health, and/or Community and Economic Development Departments.

(E) Every vacation rental operator shall ensure that the vacation rental is in compliance with current state and local regulations regarding the installation and maintenance of functioning smoke alarms and carbon monoxide detectors.

(F)(D) Every vacation rental operator shall post, in a conspicuous place within the vacation rental:

1. The name and telephone number of the operator's authorized agent identified pursuant to Code Section 5-8-3(A)2;

2. An evacuation diagram inside entrance door identifying all means of egress from the vacation rental and the building in which the vacation rental is located;

3. A current copy of the listing;

4. A current copy of vacation rental license;

5. The schedule of, or restriction on, street cleaning and street snow removal. If the property is subject to restrictions imposed by a homeowners association or board of director then the owner shall post an attestation that the homeowners association or board of directors has not adopted bylaws prohibiting the use of the dwelling unit identified in the license application as a vacation rental or shared housing unit, or that restricts rentals for a period of time less than 30 days, in any combination.

(G)(E) Any kitchen in a vacation rental shall be cleaned and sanitized between guests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests. A recycling container must be accessible to guests.

(H)(F) The operator of every vacation rental shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new guest. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall be in full force and effect after its passage, approval, and publication in the manner provided by law.
SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2018
Adopted:______________________, 2018

Approved:______________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
For City Council meeting of December 10, 2018

Item P2

Ordinance 158-O-18, Extending Time for Permit to Construct Planned Develop. For Introduction and Action

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development Department
Scott Mangum, Planning and Zoning Administrator
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 158-O-18
1815 Oak Avenue Planned Development Extension

Date: November 29, 2018

Recommended Action:

Staff recommends adoption of Ordinance 158-O-18 to extend the time for commencement of construction of the Planned Development at 1815 Oak Avenue, originally approved on July 25, 2016. The Ordinance would grant a one-year extension for building permit issuance to December 10, 2019. Alderman Braithwaite requests suspension of the rules for Introduction and Action at the December 10, 2018 City Council meeting.

Livability Benefits
Built Environment: Provide Compact and Complete Streets and Neighborhoods

Summary

On July 25, 2016, the City Council adopted Ordinance 47-O-16 granting approval of the Planned Development for construction of a 10-story senior living facility with 102-dwelling units, 31 assisted living with cognitive impairment units, 30 memory care units and 67 parking spaces on site. The development includes one site development allowance. Per Ordinance 47-O-16, the applicant had eighteen months, until January 25, 2018, to obtain a building permit and start the construction of the project and two years to complete the project from the time of building permit issuance.

On March 15, 2017, a minor adjustment to the planned development to increase upper level building setbacks from 0 to 26 feet 6 inches at a height of 44 feet, add a 4th floor terrace, and relocate stairway and mechanical equipment on the north end of the building was administratively approved by the Zoning Administrator with the review and recommendation of the Design and Project Review (DAPR) Committee.

The applicant submitted a letter, requesting a 12-month extension for the building permit issuance due to modifications to the structural system because of the costs and
availability of construction systems and labor. This request was approved on January 8, 2018 by Ordinance 3-O-18. The applicant submitted plans for a foundation permit in April of this year, with revisions submitted September 21, 2018.

On October 12, 2018, the applicant submitted a letter requesting an additional extension for the building permit due to the need to obtain an amendment to the planned development. An agreement with the neighboring Mount Zion Missionary Baptist Church and approval of an easement with the City are also needed in order to move forward with the proposed development.

Attachments
Proposed Ordinance 158-O-18
Extension Request Letter dated October 12, 2018
158-O-18

AN ORDINANCE

Extending the Time for the Applicant to Obtain a Building Permit to Construct the Planned Development at 1815 Oak Authorized by Ordinance 47-O-16

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt legislation and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, (“the Zoning Ordinance”); and

WHEREAS, on July 25, 2016, the City Council enacted Ordinance 47-O-16, attached hereto as Exhibit 1 and incorporated herein by reference, which granted a Special Use Permit for a Planned Development (the “Planned Development”) at 1815 Oak Avenue (the “Subject Property”), which is legally described in Exhibit 1; and

WHEREAS, Ordinance 47-O-16 approved the construction of a 10-story
independent and assisted living facility with 102 dwelling units, 31 assisted living units for residents with cognitive impairments, 30 memory care rooms at the Subject Property (the “Project”), which is detailed at length in Exhibit 1; and

WHEREAS, per Section 6-3-6-12(B), a minor adjustment to the Planned Development was approved by the Zoning Administrator on March 15, 2017 with the recommendation of the Design and Project Review Committee (“DAPR”) to reduce the Floor Area Ratio from 4.35 to 3.97, to increase the upper level building setbacks from zero feet to twenty six and a half feet at a height of forty-four feet, to relocate the stairway and mechanical equipment on the north end of the building, and for the addition of a fourth floor terrace; and

WHEREAS, on January 8, 2018, the City Council enacted Ordinance 3-O-18, attached hereto as Exhibit 2 and incorporated herein by reference, which granted an extension of time for the Applicant to obtain a building permit to construct the Planned Development authorized by Ordinance 47-O-16; and

WHEREAS, by letter to the City dated October 12, 2018, the Developer and Applicant, Michael McLean (the “Applicant”) requested an extension of the one-year time period to obtain a building permit and start construction for the Planned Development (the “Amendment”); and

WHEREAS, Section 6-11-1-10(A) of the City Code and Section 3(c) of Ordinance 3-O-18 provides that the Applicant must obtain a building permit and start construction within twelve (12) months of the passing Ordinance 3-O-18 and has not obtained a building permit to date; and

WHEREAS, in order to remain in compliance with the terms of Ordinance
WHEREAS, on December 10, 2018, the Planning and Development Committee (“P&D Committee”) held a meeting, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq), during which it retained jurisdiction over the Planned Development Amendment request; and

WHEREAS, during said meetings, the P&D Committee received input from the public, and carefully deliberated on the Extension request and the Applicant was given notice and the opportunity to be heard at the P&D and City Council meetings; and

WHEREAS, at its meeting of December 10, 2018 held in compliance with the provisions of the Illinois Open Meetings Act, the City Council considered the P&D Committee's deliberations and recommendations, heard public comment, made findings and considered this Ordinance 158-O-18,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants an amendment to the Special Use Permit previously authorized by Ordinance 47-O-16 to allow for the construction and operation of the Planned Development described herein.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted for
the Planned Development, may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(a) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with the following: the terms of this Ordinance 158-O-18; terms of Ordinance 3-O-18; terms of Ordinance 47-O-16 which have not been amended by this Ordinance; all applicable City Code requirements; the Applicant’s testimony to the P&D Committee, and the City Council; and the approved documents on file in this case.

(b) **Changes in Property Use:** Any change as to the property’s use in the future must be processed and approved as an additional amendment to the Planned Development.

(c) **Construction Schedule:** Pursuant to Subsection 6-11-1-10(A)4 of the Zoning Ordinance, the Applicant must obtain a building permit within twelve (12) months of the passing of this Ordinance. Additionally, the Applicant must complete the construction of this Planned Development within twenty-four (24) months from the date the Applicant receives its building permit.

(d) **Recording:** Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

**SECTION 4:** Except as otherwise provided for in this Ordinance 158-O-18, all applicable regulations of the Ordinance 3-O-18 and Ordinance 47-O-16, the Zoning Ordinance, and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and/or provisions of any of said documents conflict with any of the terms herein, this Ordinance 158-O-18 shall govern and control.

**SECTION 5:** When necessary to effectuate the terms, conditions, and
purposes of this ordinance, “Applicant” shall be read as “Applicant and its agents, assign, and successors in interest” and shall mean Michael McLean, and any and all successors, owners, and operators of the Subject Property.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 7:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

**SECTION 8:** All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

**SECTION 9:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 10:** The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Ayes: ______
Nayes: _____

Approved: ________________________________, 2018
Introduced:_______________, 2018

Adopted:_______________, 2018

Attest:

______________________________
Devon Reid, City Clerk

______________________________
Stephen H. Hagerty, Mayor

Approved as to form:

______________________________
Michelle Masoncup, Corporation Counsel
EXHIBIT 1

ORDINANCE 47-O-16
AN ORDINANCE

Granting Special Use Approval for a Planned Development and Special Use Approval for an Independent and Assisted Living Facility Located at 1815-1823 Ridge Avenue and Amending the Zoning Map to Re-Zone Certain Properties from the C2 Commercial Zoning District to the D4 Downtown Transition Zoning District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164, 174-75 (1992)); and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and
WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, ("the Zoning Ordinance"); and

WHEREAS, Michael McLean ("Applicant"), the Applicant for the proposed development located at 1815-1823 Ridge Avenue, Evanston, Illinois (the "Subject Property"), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-7-2, "Zoning Map," 6-3-5, "Special Uses," Section 6-3-6, "Planned Developments," and Section 6-11-1-10, "Planned Developments," to place certain properties within the D4 Downtown Transition Zoning District ("D4 District") and permit the construction and operation of a Planned Development with an Independent and Assisted Living Facility located at the Subject Property in the D4 District; and

WHEREAS, the Applicant sought approval to re-zone the Subject Property from the current C2 Commercial Zoning Districts to the proposed D4 Downtown Transition Zoning District; and

WHEREAS, the Applicant sought approval to construct a new eleven (11) -story one hundred five (105) foot tall independent and assisted living facility consisting of up to one hundred forty (140) dwelling units and twenty-five (25) memory care rooms, with a floor area ratio of approximately 5.4, approximately one hundred forty-six thousand, six hundred forty-three (146,643) square feet of residential space, seventy (70) open on-site parking spaces, zero (0) foot front setback along the west property line, four (4) foot side setback along the south property line, zero (0) foot rear setback along the east property line, and two (2) short loading docks; and
WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to the number of dwelling units; and

WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances from the normal district regulations established in the Zoning Ordinance; and

WHEREAS, on March 9, 2016 and April 6, 2016, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the application for Special Use Approval for a Planned Development with an Independent and Assisted Living Facility and Rezoning from the C2 Zoning Districts to the D4 Zoning District, case no. 15PLND-0112, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the application meets applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the D4 Downtown Transition District per Subsection 6-11-1-10 of the Zoning Ordinance and Map Amendments per Subsection 6-3-4-5 of the Zoning Ordinance; and

WHEREAS, on April 6, 2016, the Plan Commission recommended the City Council approve the application with conditions; and

WHEREAS, on June 15, 2016, the Applicant submitted revised plans seeking approval for the following: approval to construct a ten (10) -story one hundred five (105) foot tall independent and assisted living facility consisting of up to one
hundred two (102) dwelling units, thirty-one (31) assisted living with cognitive impairments units, and thirty (30) memory care rooms, with a floor area ratio of approximately 4.35, approximately one hundred forty-six thousand, six hundred forty-three (146,643) square feet of residential space, sixty-seven (67) on-site parking spaces; and

WHEREAS, on July 11, 2016, the Planning and Development ("P&D") Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered the Plan Commission’s record and findings, the Applicant’s amended application dated June 15, 2016, and recommended the City Council accept and approve the amended application; and

WHEREAS, at its meetings on July 11, 2016 and July 25, 2016, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, received additional public comment, made certain findings, and adopted said recommendation; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124),

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

SECTION 1: The foregoing recitals are hereby found as facts and incorporated herein by reference.
SECTION 2: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit B and identified in Exhibit C, both attached hereto and incorporated herein by reference, from the C2 Commercial Districts and place them within the D4 Downtown Transition District.

SECTION 3: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Approval applied for in case no. 15PLND-0112, to allow construction and operation of the Planned Development for a ten (10) -story one hundred five (105) foot tall independent and assisted living facility consisting of up to one hundred two (102) dwelling units, thirty-one (31) assisted living with cognitive impairments units, and thirty (30) memory care rooms, with a floor area ratio of approximately 4.35, approximately one hundred forty-six thousand, six hundred forty-three (146,643) square feet of residential space, sixty-seven (67) open on-site parking spaces.

SECTION 4: The City Council hereby grants the following Site Development Allowances:

(A) **Number of Dwelling Units:** A Site Development Allowance is hereby granted for one hundred forty (102) residential dwelling units, whereas subsection 6-11-2-4(B) of the Zoning Ordinance allows for a maximum of eighty-four (84) residential dwelling units in the D4 District.

SECTION 5: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Approval granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:
(A) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with the following: the terms of this ordinance; the Site and Landscape Plans in Exhibit D and E, attached hereto and incorporated herein by reference; all applicable City Code requirements; the Applicant's testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

(B) **Affordable Housing Contribution:** The Applicant shall pay a one-time contribution of four hundred thousand dollars ($400,000) to the City's Affordable Housing Fund. The contribution will be made in two (2) equal installments. The first installment shall be made within ten (10) business days of the issuance of the Temporary Certificate of Occupancy (TCO) and the second installment shall be made within one (1) year of the TCO issuance date.

(C) **Affordable Housing Units:** The Applicant shall have two (2) on site affordable housing units at eighty percent (80%) of the area median income ("AMI").

(D) **Alley Reconstruction:** The Applicant shall reconstruct the public alley to the south adjacent to the Subject Property.

(E) **Oak Avenue Streetscape Improvements:** The Applicant shall construct the streetscape improvements and roadway widening from the Subject Property to Clark Street and modify the island in the Clark Street and Oak Avenue intersection per proposed development plans and landscape plans in Exhibit B and Exhibit C.

(F) **Traffic Signal Improvements:** The Applicant shall upgrade existing traffic signals located at Church Street and Oak Avenue intersection to include pedestrian countdown timers.

(G) **Street Crosswalk Improvements:** The Applicant shall install the following crosswalks: (1) east side of the intersection at Ridge Avenue and Clark Street; (2) east side of the intersection at Clark Street and Oak Avenue; and (3) all sides of the intersection at Church Street and Oak Avenue.

(H) **Ridge Avenue Streetscape Improvements:** The Applicant must construct the streetscape improvements along Ridge Avenue, including the new eight (8) foot wide parkway, five (5) foot wide public sidewalk, increased landscaping and two (2) public seating areas with water feature or art installation per proposed development plans and landscape plans in Exhibit B and Exhibit C.

(I) **On-Site Bicycle Parking:** The Applicant must install twenty-eight (28) bicycle parking spaces for visitors located on the west and south portions of the development.
(J) Bike Share Membership: The Applicant must provide a ten thousand dollar ($10,000.00) sponsorship for the Divvy bike share program prior to the issuance of the building permit.

(K) Public Art Contribution: The Applicant must install an art installation within the pocket park north of the proposed building.

(L) Landscape Maintenance: The Applicant must submit a three (3) year maintenance agreement for all landscaped areas on site, inclusive of the gardens and green roof, prior to the issuance of the building permit.

(M) City of Evanston Employment: The Applicant agrees to employ at least ten (10) Evanston residents during construction. The Applicant also agrees to offer fifty percent (50%) of the permanent jobs to Evanston residents, subject to their qualifications for employment.

(N) LEED Silver Certification: The Applicant agrees to comply with the City of Evanston Green Building Ordinance and obtain a LEED Silver Certification Rating or higher for the Planned Development on the Subject Property.

(O) No Further Remediation Letter: The Applicant must submit a "No Further Remediation" letter prior to the issuance of the Certificate of Occupancy.

(P) Changes in Use: Any changes in use must be approved as an amendment to the Planned Development on the Subject Property.

(Q) Construction Management Plan: The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction staging plan, on-street and on-site construction parking restrictions, hours of operation, a plan including cross sections showing pedestrian access around the site with the use of curb ramps, signage and/or striping, if necessary, foundation survey of surrounding structures including weekly reporting of seismographs for the duration of construction, submittal of environmental testing report prior to construction, visibility diagram for all construction site access points, proposed schedule for street opening for utility connections with cross section details, and project updates via monthly newsletter and project website.

(R) Construction Schedule: Pursuant to Subsection 6-11-1-10(A)(4) of the Zoning Ordinance, the Applicant shall obtain a building permit within eighteen (18) months of the passing of this Ordinance. Additionally, the Applicant must complete the construction of this Planned Development within twenty-four (24) months from the date the Applicant receives its building permit.

(S) Recordation: Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide
proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

SECTION 6: When necessary to effectuate the terms, conditions, and purposes of this ordinance, "Applicant" shall be read as "Applicant's tenants, agents, assigns, and successors in interest."

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 8: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

SECTION 9: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 10: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 11: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: July 11, 2016
Adopted: July 25, 2016

Approved: August 1, 2016
Elizabeth B. Tisdahl, Mayor

Attest:
Rodney Greene, City Clerk

Approved as to form:
W. Grant Farrar, Corporation Counsel
EXHIBIT A

Legal Description

TRACT 1:

Parcel 1:
LOTS 4, 5, 6 AND 7 (EXCEPT THAT PART TAKEN FOR WIDENING RIDGE AVENUE ACCORDING TO DOCUMENT NO. 15800534 RECORDED DECEMBER 28, 1953) IN THE RESUBDIVISION OF BLOCK 1 IN E. A. PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1875 AS DOCKET NO. 42276, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2:
THAT PART OF THE VACATED WEST RAILROAD AVENUE (VACATED BY PLAT OF VACATION RECORDED AS DOCUMENT 87518006) ADJACENT TO THE RESUBDIVISION OF BLOCK 1 IN E. A. PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 IN E. A. PRATT'S ADDITION, AFORESAID; THENCE EAST ON THE SOUTH LINE OF SAID LOT 6, EXTENDED EAST, 59.60 FEET TO A POINT IN THE EAST LINE OF SAID WEST RAILROAD AVENUE; THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID WEST RAILROAD AVENUE, 302.45 FEET TO A POINT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID EASTERLY LINE OF RAILROAD AVENUE, 50.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID RAILROAD AVENUE; THENCE SOUTHEASTERLY ON THE WEST LINE OF SAID WEST RAILROAD AVENUE, 270.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(s):
11-18-116-021-0000
11-18-116-022-0000
11-18-116-023-0000

COMMONLY KNOWN AS: 1815-1823 Ridge Avenue; Evanston, Illinois.
TRACT 2:

LOTS 1, 2 AND 3 (EXCEPT THAT PART TAKEN FOR WIDENING OF RIDGE AVENUE ACCORDING TO DOCUMENT NO. 15800534 RECORDED DECEMBER 28, 1953) IN THE RESUBDIVISION OF BLOCK 1 IN ELISA A. PRATT'S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, LYING EAST OF RIDGE ROAD, AND WEST OF THE MILWAUKEE DIVISION OF THE CHICAGO AND NORTHWESTERN RAILROAD INN SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN(s): 11-18-116-018-0000
11-18-116-019-0000
11-18-116-020-0000

COMMONLY KNOWN AS: Ridge Avenue & Green Bay Road, Evanston, Illinois.
EXHIBIT B

Addresses and PINs of Properties Removed from the C2 Commercial District and Placed Within the D4 Downtown Transition District

Commonly Known As: 1815-1823 Ridge Avenue

PIN(s):
11-18-116-018-0000
11-18-116-019-0000
11-18-116-020-0000
11-18-116-021-0000
11-18-116-022-0000
11-18-116-023-0000
EXHIBIT C

Map of Properties Removed from the C2 Commercial District and Placed Within the D4 Downtown Transition District
Proposed Zoning Change
1815 Ridge Avenue - C2 to D4
EXHIBIT D

Development Plans
1815 OAK AVENUE - SENIOR HOUSING

Ev an st on, I l l i n o i s

Centrum Partners LLC
15 June, 2016

718 of 945
### Dwelling Units Allowed

- **Development Allowance Required:** Number of Dwelling Units Allowed Increased by 10
- **ILD = Independent Living, (AIL) = Assisted Living (AILD) = Assisted Living Dementia, (MC) = Memory Care**

#### APARTMENTS

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#### Notes:
- *Zoning height + 10'-0" - Level 1 not counted in height calculations due to having 75% parking
- **Parking Requirements for Senior Living:**
  - 1 parking space per 4 employees = 100 x 25
  - 1 parking space per 4 nonliving units = 61 x 26
  - 1 parking space per 3 dwelling units = 100 x 26

---

### Floor Plans

- **3815 Oak Avenue**
- **425, 2016:** Requires Re-Zoning to ODA (As far as ODA is specific)

#### Site Area:
- **33,728 SF**

#### FAR Allowed:
- **5.40**

#### FAR Used:
- **4.35**

#### GROSS LCC:
- **108,443 SF**

#### Efficiency Unit Allocated:
- **11**

#### Parking Loading:
- **7,746 SF**

#### Mechanical Systems:
- **7,746 SF**

#### TOTAL:
- **18,492 SF**

#### Parking Spaces:
- **5,600 SF**

#### SUB TOTALS:
- **31,096 SF**

---

### Diagrams

- **Area: 2015**
- **Centrum Partners LLC**
- **1815 Oak Avenue**
- **Evergreen Illinois**

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**Hirsch Associates LLC**
**Architecture + Planning**
EXHIBIT E

Landscape Plans
3-O-18

AN ORDINANCE

Extending the Time for the Applicant to Obtain a Building Permit to Construct the Planned Development at 1815 Oak Authorized by Ordinance 47-O-16

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt legislation and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, ("the Zoning Ordinance"); and

WHEREAS, on July 25, 2016, the City Council enacted Ordinance 47-O-16, attached hereto as Exhibit 1 and incorporated herein by reference, which granted a Special Use Permit for a Planned Development (the "Planned Development") at 1815 Oak Avenue (the "Subject Property"), which is legally described in Exhibit 1; and

WHEREAS, Ordinance 47-O-16 approved the construction of a 10-story
independent and assisted living facility with 102 dwelling units, 31 assisted living units for residents with cognitive impairments, 30 memory care rooms at the Subject Property (the “Project”), which is detailed at length in Exhibit 1; and

**WHEREAS**, per Section 6-3-6-12(B), a minor adjustment to the Planned Development was approved by the Zoning Administrator on March 15, 2017 with the recommendation of the Design and Project Review Committee (“DAPR”) to reduce the Floor Area Ratio from 4.35 to 3.97, to increase the upper level building setbacks from zero feet to twenty six and a half feet at a height of forty-four feet, to relocate the stairway and mechanical equipment on the north end of the building, and for the addition of a fourth floor terrace; and

**WHEREAS**, by letter to the City dated November 21, 2017, the Developer and Applicant, Michael McLean (the “Applicant”) requested an extension of the one-year time period to obtain a building permit and start construction for the Planned Development (the “Amendment”); and

**WHEREAS**, Section 6-11-1-10(A) of the City Code and Section 5(R) of Ordinance 47-O-16 provides that the Applicant must obtain a building permit and start construction within eighteen (18) months and has not obtained a building permit to date; and

**WHEREAS**, in order to remain in compliance with the terms of Ordinance 19-O-16 and provide for Applicant to obtain a building permit and start construction, the Applicant requests an amendment to the Planned Development; and

**WHEREAS**, on January 8, 2018, the Planning and Development Committee ("P&D Committee") held a meeting, in compliance with the provisions of the
Illinois Open Meetings Act (5 ILCS 120/1 et seq), during which it retained jurisdiction over the Planned Development Amendment request; and

WHEREAS, during said meetings, the P&D Committee received input from the public, and carefully deliberated on the Extension request and the Applicant was given notice and the opportunity to be heard at the P&D and City Council meetings; and

WHEREAS, at its meeting of January 8, 2018 held in compliance with the provisions of the Illinois Open Meetings Act, the City Council considered the P&D Committee’s deliberations and recommendations, heard public comment, made findings and considered this Ordinance 3-O-18,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants an amendment to the Special Use Permit previously authorized by Ordinance 47-O-16 to allow for the construction and operation of the Planned Development described herein.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted for the Planned Development, may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(a) Compliance with Applicable Requirements: The Applicant shall develop and operate the Planned Development authorized by the terms of this
ordinance in substantial compliance with the following: the terms of this Ordinance 3-O-18; terms of Ordinance 47-O-16 which have not been amended by this Ordinance; all applicable City Code requirements; the Applicant's testimony to the P&D Committee, and the City Council; and the approved documents on file in this case.

(b) Changes in Property Use: Any change as to the property's use in the future must be processed and approved as an additional amendment to the Planned Development.

(c) Construction Schedule: Construction Schedule: Pursuant to Subsection 6-11-1-10(A)4 of the Zoning Ordinance, the Applicant must obtain a building permit within twelve (12) months of the passing of this Ordinance. Additionally, the Applicant must complete the construction of this Planned Development within twenty-four (24) months from the date the Applicant receives its building permit.

(d) Recording: Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

SECTION 4: Except as otherwise provided for in this Ordinance 3-O-18, all applicable regulations of the Ordinance 47-O-16, the Zoning Ordinance, and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and/or provisions of any of said documents conflict with any of the terms herein, this Ordinance 3-O-18 shall govern and control.

SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, "Applicant" shall be read as "Applicant and its agents, assigns, and successors in interest" and shall mean Michael McLean, and any and all successors, owners, and operators of the Subject Property.

SECTION 6: This ordinance shall be in full force and effect from and after
its passage, approval, and publication in the manner provided by law.

SECTION 7: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

SECTION 8: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Ayes: 7
Nayes: 0

Introduced: January 5th, 2018
Adopted: January 9th, 2018

Attest: Devon Reid, City Clerk

Approved:

January 16, 2018

Stephen H. Hager, Mayor

Approved as to form:

W. Grant Farrar, Corporation Counsel
October 12, 2018

VIA FEDERAL EXPRESS
Stephen H. Hagerty
Mayor
City of Evanston
2100 Ridge Ave
Evanston, Illinois 60201

Re: Planned Development at 1815-23 N. Ridge
Ordinance No. 47-O-16

Dear Mayor Hagerty:

In July of 2016, the City of Evanston approved a Special Use for a Planned Development for the property at 1815-23 Ridge Avenue (the “Planned Development”) allowing for the construction of an Independent and Assisted Senior Living Facility. My client, 1815 Ridge Avenue, LLC, the owner/developer (the “Developer”) of the Planned Development have been diligently moving forward to obtain financing and finalize the design of the facility.

Recently, however, the Developers determined that changes to both the building and the program were necessary. Accordingly, the Developers applied for a one year extension for obtaining permits for the Planned Development to incorporate these changes. This request was approved on January 8, 2018, and a one year extension was granted therefrom per Ordinance No. 3-O-18 (the “Extension”).

Thereafter, the Developers met with City Staff on February 28, 2018 regarding these proposed changes. The initial understanding was that only a minor change to the Planned Development would be required. Based on this understanding, a full set of plans were delivered to the Building Department on October 5, 2018 for review of a building permit under the assumption that future revisions would also be minor adjustments.

We were recently informed that rather than a minor change, a full amendment to the Planned Development will be required to implement the proposed changes. Accordingly, we are in the process of preparing the appropriate plans and documents in order to file for a full amendment to the Planned Development.

Based on this new information, we are concerned that approval of this new application will not be completed in time for the Developer to prepare permit drawings and obtain a building permit prior to the 12 month expiration of the Extension. Therefore, please accept this letter as a formal request by the Developer for a one year extension to obtain a building permit; extending the time from January 8, 2019 to January 8, 2020. We fully expect to be able to obtain a permit within that time frame.
Thank you for your consideration of our request.

Very truly yours,

Thompson Coburn

Bernard I. Citron
BIC/mse

cc: Scott Mangum
    Meagan Jones
    Michael McLean
For City Council meeting of December 10, 2018
Ordinance 139-O-18 Major Zoning Relief for Parking and Rear Yard Setback at 1943 Sherman Ave.
For Introduction

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 139-O-18
1943 Sherman Ave. - 18ZMJV-0073

Date: December 6, 2018

Recommended Action:
The Zoning Board of Appeals recommends denial and staff recommends approval of Ordinance 139-O-18 authorizing major variations for a 22' rear yard setback where 22.5' is required for a three-story stair, and an increase of zero additional parking spaces where 3 additional parking spaces are required for the conversion of a single family residence to a 3-unit multiple family residence in the R5 General Residential District.

The Zoning Board of Appeals determined the proposal does not meet all Standards for Major Variation due to a lack of information that was requested but not provided by the property owner. On December 6, 2018, the requested documents were submitted, including a list of improvements to be made to the property and a timeline for completion of July 15, 2018 for exterior work and August 1, 2018 for interior work. Given the additional information provided (attached), staff finds the Standards for Major Variation are now met and recommends approval of the requested zoning relief.

Livability Benefits:
Built Environment: Support housing affordability

Site Background:
The property was cited for zoning violations in the past for more than 3 unrelated occupants, as well as property standards violations for the exterior condition of the building. The property owner stated a financial hardship in repairing the building with only 3 occupants allowed, and therefore proceeded with a request to convert the building into a 3-unit multiple family residence.
The applicant applied for major zoning relief for the rear stair setback, and for drive-aisle width for additional parking. The proposal included paving the majority of the rear yard to add three parking spaces. The case proceeded to the DAPR Committee, where multiple neighbors voiced concerns about the amount of pavement proposed in the rear yard that abuts adjacent properties (no alley access), and instead encouraged the property owner to revise the plan and variations requested with no new parking added. The applicant then applied for the currently requested zoning relief.

Summary:
The applicant proposes to convert a single-family residence to a 3-unit multiple family residence with two 2-bedroom units and one 3-bedroom unit in the R5 General Residential District with no additional parking, and with a 3-story rear egress stair with a 22’ rear yard setback where 22.5’ is required. The property currently features a 29’ long driveway in the front yard that features one legally nonconforming parking space, which will remain (noted as 2 parking spaces on the site plan, but without the required parking stall size to fit 2 vehicles without extending into the right-of-way). There is some street parking available in the area, and there is a bus stop on the block.

Neighbors and staff feel the overwhelming concern with the property is the exterior condition and its impact on surrounding properties. Although the applicant’s request will extract additional income from the property, it will allow the property owner to reinvest in the property and repair the structure, which will have a positive impact on surrounding properties.

The applicant also requests a rear yard setback variation for a 3-story egress stair, which is a required exit for multiple family residences. The stair is the minimum size necessary to meet building codes, but extends 6 inches into the required rear setback.
City staff is not aware of any objections to the proposal, but is aware of neighbor concern regarding the dilapidated state of the structure and timeframe completion of all work, including Property Standards/aesthetics, and conversion to a multiple family residence. Documents submitted on December 6, 2018 address these issues and include a timeframe of completion of July 15, 2018 for exterior work and August 1, 2018 for interior work. Building permit plans are currently being reviewed by staff. Staff is not aware of any objections to the requested zoning relief for a rear yard setback and parking.

Legislative History:
December 6, 2018 – The requested additional documentation was provided to staff.

September 25, 2018 – The additional documentation that was requested by the ZBA was not provided, and the property owner was not present. Therefore, the ZBA unanimously recommended denial on the zoning relief due to a lack of information provided. The ZBA noted that if City Council approves the zoning relief, the following information shall be provided prior to approval: submittal of architectural plans in digital form, statement of explanation of work to be completed, elevation drawings with building materials labeled, timeframe for completion of work, all prior to the granting of zoning relief. Following the ZBA recommendation staff contacted the applicant and the applicant’s attorney multiple times to request the information sought by the ZBA.

August 28, 2018 – ZBA Members and neighboring property owners expressed concern and inquired about the specific interior and exterior improvements needed at the property to address Property Standards code violations as well as required building code improvements to convert the structure from a single family residence to a multiple family residence. ZBA Members requested the property owner be present at the September 25, 2018 ZBA hearing to address these questions and concerns, and provide an estimated timeline for completion of all work.

Attachments:
Proposed Ordinance 139-O-18
Additional Information Requested by ZBA:
  - Proposed Construction/Renovation Schedule
  - Proposed Exterior Improvements
  - Permit Plans & Plan Review Comment Responses
ZBA Findings of Fact
ZBA Meeting Minutes Excerpt – September 25, 2018
ZBA Meeting Minutes Excerpt – August 28, 2018
ZBA Packet – August 28, 2018
AN ORDINANCE
Granting Major Variations at
1943 Sherman Avenue in the R5 General Residential Zoning District

WHEREAS, Angie Radman (the “Applicant”), owner of the property commonly known as 1943 Sherman Avenue (the “Subject Property”), located within the R5 General Residential Zoning District and legally described in Exhibit A, attached hereto and incorporated herein by reference, submitted an application seeking approval of Major Variations to convert a single family residence into a three (3) unit multiple family residence and granting related zoning requirements imposed by Subsections 6-4-1-9 and 6-16-3-5, Table 16-B of Title 6 of the Evanston City Code of 2012, as amended (“the Zoning Ordinance”); and

WHEREAS, the Applicant requests the following Major Variations related to the Subject Property:

1. Have a twenty-two (22) foot rear yard setback for a three (3) story stair where a twenty-two and a half (22.5) rear yard setback is required on the Subject Property pursuant to City Code Subsection 6-4-1-9; and

2. Have an increase of zero (0) additional parking spaces where three (3) additional parking spaces are required on the Subject Property for a total of one (1) parking space where five (5) parking spaces are required pursuant to City Code Subsection 6-16-3-5, Table 16-B;

WHEREAS, on August 28, 2018 and September 25, 2018, the Zoning Board of Appeals (“ZBA”), pursuant to proper notice, held public hearings in case

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no. 18ZMJV-0073 to consider the application, received testimony, and made written records and findings that the application did not meet the standards for Major Variations set forth in Subsection 6-3-8-12-(E) of the Zoning Ordinance and recommended City Council denial thereof; and

WHEREAS, at its meeting of December 10, 2018, the Planning and Development (“P&D”) Committee of the City Council considered the ZBA’s recommendation, and recommended City Council approve the Major Variations, as requested; and

WHEREAS, at its meetings of December 10, 2018, and January 14, 2019, the City Council considered and adopted the recommendation of the P&D Committee,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10-(D) of the Zoning Ordinance, the Major Variations on the Subject Property applied for in case no. 18ZMJV-0073 and described hereinabove.

SECTION 3: The Major Variations approved hereby are as follows:

(A) To permit a twenty-two (22) foot rear yard setback for a three story stair on the Subject Property. Subsection 6-4-1-9 of the Zoning Ordinance requires a twenty-two and a half (22.5) foot rear yard setback for a three story stair on the Subject Property.

(B) To permit an increase of zero (0) additional parking spaces for a total of one (1) on-site parking space on the Subject Property. Table 16-B of Subsection 6-16-3-
5 requires three (3) additional parking spaces where five (5) are required on the Subject Property for a three (3) unit multiple family residence.

SECTION 4: Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) **Compliance with Requirements:** The Applicant shall develop and use the Subject Property in substantial compliance with all applicable legislation, with the testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council, and the approved plans and documents on file in this case.

(B) **Architectural Plans:** The Applicant shall submit the architectural plans in digital form, along with: (1) a statement of explanation of work to be completed; (2) elevation drawings with building materials labeled; and (3) timeframe for completion of all work.

(C) **Recordation:** The Applicant shall, at its cost, record a certified copy of this ordinance, including all Exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any construction permits pursuant to the Major Variation authorized hereby.

SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 6: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2018
Adopted:___________________, 2019
Approved:___________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

Legal Description

THE SOUTH 50.0 FEET OF THE WEST 100.0 FEET OF LOT 12 IN BLOCK 5 IN ORIGINAL VILLAGE
(NOW CITY) OF EVANSTON, IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

PIN: 11-18-110-002-0000

Commonly Known As: 1934 Sherman Avenue, Evanston, Illinois.
PROPOSED CONSTRUCTION/RENOVATION SCHEDULE

RE: 1943 SHERMAN AVENUE; EVANSTON, IL 60201

INTERIOR WORK
Upon approval of Building Permit, All Interior Work per Architectural Plans to
commence on March 23, 2018 and be completed by August 1, 2018.
Order of Completion:
1. Rough Carpentry/Framing per Plans with Install of Windows
2. Rough Plumbing per Approved Plans
3. Rough Electrical per Approved Plans (3 New Meters)
4. HVAC per Approved Plans
5. Fire Sprinkler System (Engineer Drawings to City of Evanston &
   Fire Department and then to Completion of All said work
6. Drywall & Paint
7. Fire Sprinkler System- Install Sprinkler Head covers
8. Tiling/Flooring
9. Finish carpentry- Moldings, Cabinetry, etc
10. Finish Plumbing- Install Fixtures
11. Finish Electrical- Install Fixtures

EXTERIOR WORK
Upon Approval of Building Permit, All Proposed Exterior Improvements listed on
Schedule 1 (Attached) to commence on March 1, 2018 or earlier weather permitting and
be completed by July 15, 2018.
Order of Completion:
1. Roof
2. Sewer/Water- Install New 1 ½” Water Supply Line to House for Fire Sprinkler
3. Windows
   1. Masonry/Tuck Pointing
   2. Siding
3. Gutters & Downspouts
4. Rear Porch
5. Front Porch (Decking, Columns, Railings, Balustrades, etc.)
6. Concrete/Paving Bricks
7. Sod/Landscaping
PROPOSED EXTERIOR IMPROVEMENTS
1943 SHERMAN AVENUE; EVANSTON, IL 60201

I. LIST OF EXTERIOR IMPROVEMENTS TO BE MADE

● Tear off existing Roof and SUPPLY AND INSTALL NEW GAF TIMBERLINE HD ARCHITECTURAL SERIES SHINGLES or comparable.

● Build New 3 Story Porch off Rear of Home per Architectural Plans -Treated Lumber

● Install NEW CRESTLINE SELECT 500 Vinyl Clad Wood Windows and Patio Doors or comparable.

● TUCKPOINT AND RESTORE EXISTING EXTERIOR STONWORK, MASONRY, AND CHIMNEY

● Remove all existing Pine Trim Boards, Fascia, Soffit and and SUPPLY AND INSTALL NEW LP (Louisiana Pacific) ENGINEERED SMARTSIDE

● Remove existing porch decking and SUPPLY AND INSTALL NEW TIMBERTECH, AZEK or CEDAR DECKING

● Remove existing Wood Columns on Porch and SUPPLY AND INSTALL ALL NEW ** DIXIE- PACIFIC DURALITE 8” X 8’ TAPERED ROUND FIBERGLASS COLUMNS & CAP AND BASE

● Remove existing Front Porch Railings and Balustrades and SUPPLY AND INSTALL NEW ** TREATED OR CEDAR PORCH RAILING AND BALUSTRADES.

● SUPPLY AND INSTALL NEW ALUMINUM GUTTERS AND DOWNSPOTS

● Remove existing Brick Pavers at Front and Side Walkway and SUPPLY AND INSTALL NEW BRICK PAVERS or CONCRETE.

● PROVIDE FOR NEW SOD AND LANDSCAPING in Rear of Home and Front where needed.

**ALL EXTERIOR WOOD and FIBERGLASS PRODUCTS TO BE PRIMED AND PAINTED WITH HIGH QUALITY EXTERIOR PRIMER AND PAINT (ie., BEHR, BENJAMIN MOORE,SHERWIN WILLIAMS, or comparable.)
<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>COMMENT</th>
<th>DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING REVIEW</td>
<td>Sheet 2 indicates a new 3rd floor addition &amp; note under Sheet 9 indicates the contract the to modify all existing structural elements and provide updated repair to architect and will verify structural integrity of new additions. Submit a copy of each report at the City of Elgin before work is completed.</td>
<td>08/28/17</td>
<td>REPORT TO BE PROVIDED</td>
</tr>
<tr>
<td>BUILDING REVIEW</td>
<td>New walls separating dining units in the main dining area of the new main building shall be constructed so as to provide the necessary fire separations between units. See the following table for the location of the walls to the 3rd floor, identity or the plans the 3rd story of the new main building</td>
<td>08/28/17</td>
<td>THERE ARE NO NEEDING CORRIDOR WALKWAYS TO BE LIT ON 3RD FLOOR</td>
</tr>
<tr>
<td>BUILDING REVIEW</td>
<td>Residential occupancies shall be constructed in accordance with the following: New walls shall be of solid masonry construction and shall be of the same material and thickness as the exterior walls of the building. See the notes on the plan for more details.</td>
<td>08/28/17</td>
<td>SEEN NOTE ON ZONING ANALYSIS ON SHEET T2</td>
</tr>
<tr>
<td>BUILDING REVIEW</td>
<td>Shown are the new electrical rooms in the walls separating each space from the existing building. Specify location of the new electrical rooms and added spaces to the structure.</td>
<td>08/28/17</td>
<td>ADDED NOTE TO SHEETS A1 AND A2</td>
</tr>
<tr>
<td>BUILDING REVIEW</td>
<td>Sheet 5 indicates in the seven new spaces adjacent to the offices in the 2nd floor and C. Halls/lofts spaces shall be 7 1/2 ft. high. In all places the dimensions shall be 7 1/2 ft. high as shown in plan details. Provide the plan to indicate the location and dimension of all the office walls and hallways.</td>
<td>08/28/17</td>
<td>ADDED DIMENSIONS TO LIVING AREA, SHEET A2</td>
</tr>
<tr>
<td>BUILDING REVIEW</td>
<td>Sheet 5 indicates in the seven new spaces adjacent to the offices in the 2nd floor and C. Halls/lofts spaces shall be 7 1/2 ft. high. In all places the dimensions shall be 7 1/2 ft. high as shown in plan details. Provide the plan to indicate the location and dimension of all the office walls and hallways.</td>
<td>08/28/17</td>
<td>REVISED WALL TYPE W2</td>
</tr>
<tr>
<td>BUILDING REVIEW</td>
<td>Sheet 5 indicates removal of existing walls on existing spaces. Review the wall plan to indicate the wall plan for existing spaces. Provide the plan to indicate the location and dimension of all the office walls and hallways.</td>
<td>08/28/17</td>
<td>ADDED CONNECTIONS TO NOTE</td>
</tr>
<tr>
<td>MECHANICAL REVIEW</td>
<td>The future schedule at each floor indicates no room heating above the room for each location. Specify the locations shall remain outside before the location of the air conditioning system. Include a description specifying adequate clearance from close by to combustible materials.</td>
<td>08/28/17</td>
<td>ADDED NOTE TO FLOOR PLANS</td>
</tr>
<tr>
<td>ELECTRICAL REVIEW</td>
<td>Sheet 5 indicates the existing overhead electrical systems to be removed and provide new underground service to new (4) meter base. Sheet 8 indicates the existing overhead electrical systems to be removed and provide new underground service to new (4) meter base.</td>
<td>08/28/17</td>
<td>404/ELECTRICAL DIAGRAM TO SHEET T1</td>
</tr>
<tr>
<td>ELECTRICAL REVIEW</td>
<td>Sheet 5 indicates the existing overhead electrical systems to be removed and provide new underground service to new (4) meter base. Sheet 8 indicates the existing overhead electrical systems to be removed and provide new underground service to new (4) meter base.</td>
<td>08/28/17</td>
<td>ADDED NOTE TO PLANS</td>
</tr>
<tr>
<td>ELECTRICAL REVIEW</td>
<td>Electrical circuits dedicated to the overall appliances and locate the location of each branch circuits on the plan.</td>
<td>08/28/17</td>
<td>ADDED NOTE TO PLANS</td>
</tr>
<tr>
<td>ELECTRICAL REVIEW</td>
<td>The future schedule on sheet A indicates no new distribution. Specify the location of the distribution boxes on the third floor and indicate the type 1 disconnect near the location of the distribution boxes.</td>
<td>08/28/17</td>
<td>PRIVIE DIAGRAM OR LOCATION ON DRAWINGS, ADDED NOTE TO PLANS</td>
</tr>
<tr>
<td>PLUMBING REVIEW</td>
<td>Sheet 5 indicates the new main building into the existing main building. The new main building shall be connected to the existing main building by means of a pipe</td>
<td>08/28/17</td>
<td>NO NEED FOR WATTER SYSTEM CONNECT TO EXISTING MAIN BUILDING</td>
</tr>
<tr>
<td>PLUMBING REVIEW</td>
<td>Sheet 5 indicates the new main building into the existing main building. The new main building shall be connected to the existing main building by means of a pipe</td>
<td>08/28/17</td>
<td>ADD NOTE TO SHEET A1</td>
</tr>
<tr>
<td>PLUMBING REVIEW</td>
<td>Sheet 5 indicates the new main building into the existing main building. The new main building shall be connected to the existing main building by means of a pipe</td>
<td>08/28/17</td>
<td>NO NEW WATER METER</td>
</tr>
<tr>
<td>PLUMBING REVIEW</td>
<td>Sheet 5 indicates the new main building into the existing main building. The new main building shall be connected to the existing main building by means of a pipe</td>
<td>08/28/17</td>
<td>REVISED SCHEDULE SHEET A2</td>
</tr>
<tr>
<td>DECK REVIEW</td>
<td>Review the plans to indicate the overall dimensions, length and width of the building. Provide the plan to indicate the location of the stairway and landing.</td>
<td>08/28/17</td>
<td>REVISED DECK PLANS SEE FLOOR PLANS</td>
</tr>
<tr>
<td>DECK REVIEW</td>
<td>Review the plans to indicate the overall dimensions, length and width of the building. Provide the plan to indicate the location of the stairway and landing.</td>
<td>08/28/17</td>
<td>REVISED DECK PLANS SEE FLOOR PLANS</td>
</tr>
<tr>
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<tr>
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<td>08/28/17</td>
<td>REVISED DECK PLANS SEE FLOOR PLANS</td>
</tr>
</tbody>
</table>

ERROL JAY KIRSHON ARCHITECTS

SHEET NOTES:

Certified Corrections Letter
Alteration to an existing Residence

3154 Sherman Avenue, Evanston, Illinois

PRINTS
Date of Printing:

Perm. Submit 06/08/17

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An Existing Residence
1943 Sherman Avenue
Evanston, Illinois

Errol Jay Kirsch Architects
Oak Park, Illinois
Design Firm Registration Number: 164-004672

Exterior Improvements to Be Made:

1. Remove existing boiler and install new heating system.
2. Install new exterior doors and windows.
3. Replace siding and paint exterior of house.
4. Install new insulation and weather stripping.
5. Install new plumbing and electrical systems.
6. Install new roof and gutters.
7. Install new flooring.
8. Install new kitchen cabinets and appliances.
9. Install new bathroom fixtures.
10. Install new deck and patio.

Note: All improvements are subject to the approval of the local building department.
STRUCTURAL GENERAL NOTES:

EXISTING CONDITIONS:
- Contractor shall be responsible for verifying all sizes, dimensions, and conditions as shown on the drawings.
- All existing conditions are to be considered as assumptions and are offered only as a representation of the type of construction which may occur during or in the use of the building. If designs or conditions in the field are different from what is shown on the drawings, notify the architect immediately.

CONSTRUCTION:
- Contractor shall bear full responsibility for the design and installation of all temporary shoring which is to be used.

ALLOWABLE LOAD BEARING PRESSURE:
- All foundations and column footings have been designed for an allowable soil bearing pressure of 2000 PSF. If for any reason the indicated bearing pressure may not be achieved at elevations shown on the drawings, the architect shall be notified immediately.

STRUCTURAL WOOD:
- Minimum sizes noted, nominal lumber stress grades shall be as follows:
  - Douglas Fir Larch Number 2 or Southern Pine A2
  - Single - 1250 PSI, Double - 1450 PSI
  - Allowable moisture content shall be 19%.
  - Provide 1/2" wood or metal cross bracing not over 6 feet O.C. for all wood joists.
  - Provide 1 x 4 in. blocking of the same dimension as the joists between the joists at all supports.
  - Provide all necessary workmanship, anchor bolts, screws and nails for connections in accordance with the applicable building code and material design specifications for wood construction (AISC) latest edition.
  - Plywood: exterior grade plywood for roof decks; tongue and groove to plywood for floor decking; 1/2" OSB plywood for sheathing; 1/4" underlayment plywood on floor deck where to receive tile.
  - If approved by the architect, plywood sheathing shall be substituted for other sheathing materials; provide 1 x 4 wood let-in lateral bracing at all corners except at locations intersected with corner windows.
  - Unless otherwise noted, secure each joist to order with galvanized steel hangers; install top mounted type joist hangers to connect joists to steel order that has 2 x 6 on top flange.
  - Provide 1/2" post at each end of no beams and headers. Provide first 2 x 4 wood 2-4" in 2x4 stud space and 6x6 wood 2-24" in 2x6 stud space, unless otherwise noted on plans.
  - For connecting rafters to beams, beam to beam, beam to column, column to footing or concrete slab, use galvanized pre-fabricated steel connectors manufactured by Simpson Strong-Tie Company.

LOADS:
- All loads shown on the structural drawings shall be checked by the general contractor, and any discrepancies are to be reported immediately to the architect.

The information contained on the structural drawings is in dicty, complete and void unless used in conjunction with the associated drawings and specifications. The architect maintains no responsibility for the general contractor or their subcontractors, or those working in such capacities. In the method used in the execution of the work, and safety precautions or lack thereof, taken at the site of the work.
After conducting a public hearing on August 28, 2018, and September 25, 2018, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>_______Met ___X__Not Met 7-0 Adequate information not provided by applicant</td>
</tr>
<tr>
<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>_______Met ___X__Not Met 7-0 Adequate information not provided by applicant</td>
</tr>
<tr>
<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>___X___Met _____Not Met 7-0</td>
</tr>
<tr>
<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>_______Met ___X__Not Met 7-0 Adequate information not provided by applicant</td>
</tr>
<tr>
<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
<td>___X___Met _____Not Met 7-0</td>
</tr>
<tr>
<td>(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;</td>
<td>_______Met ___X__Not Met 7-0</td>
</tr>
</tbody>
</table>
(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

And, based upon these findings, and upon a vote of

0 in favor & 7 against

Recommends to the City Council

Approval

X Denial

Conditions:

1. The following documents shall be submitted prior to the granting of zoning relief if City Council so chooses: architectural plans in digital form, statement of explanation of work to be completed, elevation drawings with building materials labeled, timeframe for completion of work.

<table>
<thead>
<tr>
<th>Attending:</th>
<th>Vote (for denial):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violetta Cullen</td>
<td>X</td>
</tr>
<tr>
<td>Mary Beth Berns</td>
<td>X</td>
</tr>
<tr>
<td>Lisa Dziekan</td>
<td>X</td>
</tr>
<tr>
<td>Kiril Mirintchev</td>
<td>X</td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>X</td>
</tr>
<tr>
<td>Myrna Arevalo</td>
<td>X</td>
</tr>
<tr>
<td>Mary McAuley</td>
<td>X</td>
</tr>
</tbody>
</table>

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Angie Radman, property owner, applies for major zoning relief to convert a single family residence to a 3-unit multiple family residence in the R5 General Residential District. The applicant requests a 22’ rear yard setback for a three-story stair (yard obstruction) where 22.5’ is required (Zoning Code Section 6-4-1-9), and an increase of zero additional parking spaces where 3 additional parking spaces are required, for a total of 1 parking space on-site where 5 parking spaces are required for a 3-unit multiple family residence (Zoning Code Section 6-16-3-5 Table 16-B). The Zoning Board of Appeals is the recommending body, and the City Council is the determining body for this case.

Ms. Klotz explained the applicant requests a continuance on the case. The homeowner is not in attendance, the architect is not in attendance, and no additional information that was requested has been provided. Therefore, staff recommends the continuance not be granted and the ZBA move forward with the case.

Attorney Shawn Jones explained the property owner did not want to attend tonight’s meeting without the architect who could not attend tonight, and therefore requests the continuance.

Ms. McAuley asked how tonight will affect the court case that is scheduled for Friday, and Mr. Jones stated whatever happens at ZBA will be reported to the court on Friday.

Mr. Gingold suggested the ZBA move forward with the case and the information that has been provided thus far to ensure a resolution to the case can be made in a timely manner.

Mr. Jones stated he has no additional documents or information to present.

Deliberation:
Ms. McAuley noted she did not attend the August 28, 2018 ZBA hearing but reviewed the video. Ms. McAuley suggested the ZBA recommend denial, unless the applicant provides adequate information with a timetable for completion that is adequate to the City Council.

Mr. Gingold stated information has not been provided to show the Standards have been met, therefore the case should be recommended for denial. Mr. Mirintchev agreed.

Ms. Arevalo felt that it is not feasible to hold a certain timeframe for completion of work because permits allow for construction to be ongoing without a specific timeframe. Other ZBA Members disagreed, stating there are concerns from neighbors about when violations will be rectified and when the building aesthetics will be improved, therefore it is acceptable to condition the proposal on a certain timeframe for construction completion.

Standards:
1. No
2. No
3. Yes
4. No
5. Yes
6. No
7. No

Chair Berns noted Standards that have not been met are due to a lack of information.

Ms. McAuley motioned to recommend denial of the proposal, including conditions (should the case be granted) for submittal of architectural plans, statement of explanation of work by property owner, elevations and building materials, and timeframe for completion of work, seconded by Ms. Cullen and unanimously recommended for denial with conditions.
MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, August 28, 2018
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Violetta Cullen, Mary Beth Berns, Myrna Arevalo, Scott Gingold

Members Absent: Mary McAuley, Kiril Mirintchev

Staff Present: Scott Mangum, Melissa Klotz

Presiding Member: Mary Beth Berns

1943 Sherman Ave.        18ZMJV-0073
Angie Radman, property owner, applies for major zoning relief to convert a single family residence to a 3-unit multiple family residence in the R5 General Residential District. The applicant requests a 22’ rear yard setback for a three-story stair (yard obstruction) where 22.5’ is required (Zoning Code Section 6-4-1-9), and an increase of zero additional parking spaces where 3 additional parking spaces are required, for a total of 1 parking space on-site where 5 parking spaces are required for a 3-unit multiple family residence (Zoning Code Section 6-16-3-5 Table 16-B). The Zoning Board of Appeals is the recommending body, and the City Council is the determining body for this case.

Ms. Klotz read the case into the record, and explained the previous proposal that included adding parking but was opposed at DAPR by neighbors.

Shawn Jones, attorney, explained the proposal:
- The property has not been used as a single family residence in decades and has been student housing for over 20 years.
- The property is currently in court with the City regarding the occupancy and property conditions, and City Attorney Michelle Masoncup suggested the property owner either apply to convert the structure to a legal rooming house or a multiple family residence.
- The previous proposal included adding a driveway on the north side of the house and a parking lot in the rear that would cover the entire rear yard, and was opposed by neighbors at DAPR.

Mr. Gingold asked how much repair is needed to the house and what that cost is, and Mr. Jones explained the repairs needed are exterior cosmetic repairs. The large cost is the conversion to a multiple family residence. Mr. Gingold explained his concern that the property might be converted to a 3-flat but the exterior cosmetic repairs may not be done. Mr. Jones agreed a date certain could be set for repairs after consulting with contractors.
Mr. Jones noted the structure currently features 9 bedrooms, and will have 7 bedrooms after conversion.

ZBA Members felt the property owner should be present to answer questions about maintenance, repairs, timing, and property income.

Mr. Gingold motioned to continue the case to September 25, 2018 with testimony open, which was seconded by Ms. Cullen and unanimously continued.

Ms. Cullen motioned to reopen testimony to allow the neighbor present to speak, which was seconded by Mr. Gingold and approved.

John Carver, President of condo association to the south, explained neighbors have had concerns with the property condition and life safety for a long time. Mr. Carver noted a parking lot to add parking in the rear of the property would have to include significant drainage measures that would likely be cost prohibitive to the owner. The concern is that history has shown there is either not capital available to make the improvements, or that the work done is substandard and done by unqualified workers. The issue has been ongoing for nearly 15 years, and some work is done here and there, but not the extensive work that is needed.

ZBA Members requested the property owner be prepared with the following information for the September 25, 2018 ZBA hearing: timeframe for completion of work, estimated construction costs including interior renovations, and a digital file of the submitted building permit.

Mr. Jones responded the building will be sprinkled, the water service may be upgraded (if needed), and the other requested information will be provided at the next meeting.

The meeting adjourned at 9:00pm.
Memorandum

To: Honorable Mayor and Members of the City Council
Planning & Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Administrator
Carlos D. Ruiz, Senior Planner/Preservation Coordinator

Subject: Ordinance 160-O-18, Granting Landmark Status to the Building and Lot of Record at 1225 Asbury Avenue

Date: December 3, 2018

Recommended Action
The Preservation Commission and City staff recommend approval of Ordinance 160-O-18
Designating 1225 Asbury Avenue (building and lot) as an Evanston Landmark.

Livability Benefits
Education, Arts & Community: Preserve and reuse historic structures and sites.

Background
Jolie and Matthew Fleming, owners, submitted an application on May 3 and subsequently
on June 26, 2018 for the designation of the building on the Subject Property as an Evanston Landmark.

Preservation Commission Report and Recommendation
The Preservation Commission conducted a public hearing on July 10 and September 11, 2018. The Commission adopted a Resolution and approved its Report on November 13, 2018 with findings of fact and recommended to City Council that the building at 1225 Avenue be designated an Evanston Landmark, in that it meets landmark criteria for designation:

2-8-4 (A) 3. *Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.*

1225 Asbury Avenue exemplifies an architectural style or type or design distinguished by innovation, rarity or uniqueness.
Architect George Schipporeit (1933-2013) designed 1225 Asbury Avenue, a single family residence with dates of construction listed as 1973-1984 (permit canceled in 1977 and reopened in 1982). The house is a representative of the Modern Style. Schipporeit designed and built the house for himself, the only single family house that he designed.

The house design exemplifies function over form. The house is: elegantly plain, rectilinear in form, with flat roof(s), no applied ornamentation, glass and reinforced concrete, precast concrete floors and ceilings while interior walls are poured concrete, and the plan bridges the indoors and outdoors. The house at 1225 Asbury Avenue conforms to the surrounding homes built in the 1880s in terms of setbacks, and horizontality.

The exterior construction of 1225 Asbury Avenue displays flat roofs, asymmetry, horizontality, and is devoid of any applied ornamentation (classic examples of the modernist movement); it is a sculptural structure onto itself, having a feeling of regularity, rhythm, and balance.

The rear of the home has extreme sensitivity to light and space, with floor to ceiling sliding doors and horizontal banded second floor windows. There are five exterior horizontal balconies and a full roof top deck, which is Schipporeit’s attempt to bridge the outdoors and indoors, and;

**2-8-4** (A) 4. *Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the City of Evanston, the State of Illinois, the Midwest region, and the United States.*

George Schipporeit is an architect of note; his individual work is significant in the history and development of the City of Evanston or the State of Illinois.

George Schipporeit was an apprentice of Ludwig Mies van der Rohe and Alfred Caldwell, he considered them his mentors. As an architect he designed iconic buildings in Chicago and elsewhere. Schipporeit was also a teacher and a leader at the Illinois Institute of Technology (IIT).

Born in South Dakota in 1933, he developed interest in architecture in his early 20s. He applied at IIT with particular interest in Mies Van der Rohe and in studying under him. He spent two years at IIT in the 1950s, but did not finish his studies. He was asked by Mies and Caldwell to work as an apprentice in their studio.

While working in New Jersey on a residential project, he was approached by another company to work on Lake Point Tower at 505 N Lake Shore Drive in Chicago. Schipporeit and John Heinrich, a colleague from IIT became the architects of Lake Point Tower, an iconic building and the tallest apartment building at the time. Schipporeit took the licensing exam while preparing the 70-story tower’s working drawings.
In 1970, at the age of 37, Schipporeit formed his own firm “Schipporeit, Inc.” Schipporeit designed the State Bank Building and the 1603 Orrington, Rotary Building in Evanston, the Chicago Atrium Village and, the Asbury Building in Chicago, and the Searle Building in Skokie. While working in Evanston he purchased the site at 1225 Asbury Avenue to design and build his own residence. In the 1980’s he spent his time as a professor at IIT, as the Chairman of the Department of Architecture until his death in 2013.

Schipporeit was inspired by Mies van der Rohe and his philosophy of “Less is more.” Caldwell also influenced Schipporeit by bridging the spaces indoors and outdoors to make them feel like one continuous space. In the interior, much of the original modern architectural fabric remains. The house is asymmetrical with a complete rejection of applied ornamentation. To quote Louis Sullivan “form ever follows function.” The skin and bones architectural elements reflect the architecture in its purest form.

2-8-4 (B) Integrity of Landmarks and Districts. Any district, site, building, structure, or object that meets any one or more of the criteria in Subsection 2-8-4(A) shall also possess sufficient integrity of location, design, setting, materials workmanship, feeling, and association to convey its historic significance.

As evaluated today, the house at 1225 Asbury Avenue is in superb condition, virtually identical to the original construction and design. The only piece not consistent with the house is a non-original greenhouse, which has been removed during the restoration of the house.

The interior of the house is asymmetrical with no ornamentation and following the design approach of function over form. All rooms are in right angles with varied height and enjoy natural light to maximize the bridge of the indoors with the outdoors.

The house meets the integrity criteria as follows:

- Location – remains in original location
- Design – representative of the Modern Style and superbly intact
- Setting – virtually unchanged
- Materials – concrete, glass, steel, intact
- Workmanship – extreme attention to every detail

Legislative History

- On May 3 and subsequently on June 26, 2018 Jolie and Matthew Fleming, owners (the “Applicants”), of 1225 Asbury Avenue, Evanston, submitted an application, nominating the lot of record and building at 1225 Asbury Avenue for landmark designation.
- July 10, 2018: Preservation Commission held a public hearing for the Landmark nomination. The hearing was continued to September 11, 2018.
- September 11, 2018: continuing the public hearing, the Commission heard
testimony from the Applicants (Owners) and members from the public, and found that the nominated building at 1225 Asbury Avenue met criteria for designation 2-8-4 (A) 3, and 2-8-4 (A) 4 and 2-8-4 (B). The Commission approved a motion recommending to City Council the designation of 1225 Asbury Avenue as an Evanston Landmark.

- November 13, 2018: Preservation Commission adopted a Resolution and approved its Report recommending to City Council the designation of 1225 Asbury Avenue as an Evanston Landmark. The Resolution requests the City Manager to transmit its Report and recommendation to City Council.

**Attachments**
- Proposed Ordinance 160-O-18 Granting Landmark Status to the Building and Lot of Record at 1225 Asbury Avenue
- Preservation Commission’s Resolution and Report with Findings of Fact and Recommendation to City Council
- July 10, 2018 Preservation Commission Approved Meeting Minutes (Excerpt)
- September 11, 2018 Preservation Commission Approved Meeting Minutes (Excerpt)
- November 13, 2018 Preservation Commission Draft Meeting Minutes (Excerpt)
AN ORDINANCE

Granting Evanston Landmark Status to the Building and Lot of Record at 1225 Asbury Avenue

WHEREAS, the City has enacted a Historic Preservation Ordinance (“Ordinance”), Title 2, Chapter 8 of the Evanston City Code of 2012, as amended; and

WHEREAS, Section 2-8-5 of the Ordinance sets forth the process whereby the Preservation Commission (“Commission”) shall nominate and consider applications for landmark designation and designate landmarks and historic districts; and

WHEREAS, Architect George Schipporeit (1933-2013) designed 1225 Asbury Avenue, a single family residence with dates of construction listed as 1973-1984. The house is representative of the modern style architecture. Schipporeit designed and built the house for himself, the only single family house that he designed for this purpose; and

WHEREAS, the Subject Property is in superb condition, virtually identical to the original construction and design; and

WHEREAS, Jolie and Matthew Fleming, owners, submitted an application on May 3, 2018 and subsequently on June 26, 2018 for the designation of the building on the Subject Property as an Evanston Landmark; and
WHEREAS, the Commission conducted public hearings, pursuant to proper notice, on July 10, 2018, and continued the hearing to September 11, 2018 to consider the application pursuant to Section 2-8-5 of the Ordinance; and

WHEREAS, due notice of said hearings was given in accordance with the requirements of the Evanston Preservation Commission Ordinance and all persons desiring to be heard were given opportunity to be heard; and

WHEREAS, the Commission, after having heard and reviewed the nomination testimony, receiving other evidence and making a written record, found that the aforesaid lot of record and building on the Subject Property, with the original building completed in 1984, designed by Architect George Schipporeit (1933-2013) met the criteria in City Code Sections 2-8-4 (A) 3, (A) 4, and 2-8-4 (B) of the Ordinance for designation as an Evanston Landmark; and

WHEREAS, at its September 11, 2018 meeting, the Commission voted to recommend that the City Council grant Evanston Landmark designation to said building on the Subject Property; and

WHEREAS, at its November 13, 2018 meeting, the Commission adopted a Resolution “Requesting the City Manager to transmit the Evanston Preservation Commission’s Report and Recommendation that the City Council Designate the Building at 1225 Asbury Avenue as an Evanston Landmark” to the City Council; and

WHEREAS, the Planning and Development Committee of the City Council considered and adopted the record and recommendation of the Preservation Commission at its December 10, 2018 meeting and recommended
that the City Council designate the building on the Subject Property, as an Evanston Landmark; and

WHEREAS, the City Council considered and adopted the respective records and recommendations of the Preservation Commission and the Planning and Development Committee at its December 10, 2018 and January 14, 2019 meetings, and

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

SECTION 1: The above recitals are found as fact and made a part hereof.

SECTION 2: Pursuant to City Code Section 2-8-5(G) of the Ordinance, the City Council hereby designates the building at 1225 Asbury Avenue as an Evanston Landmark.

SECTION 3: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications thereof.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2018  Approved:
Adopted:___________________, 2019  _________________________, 2019

_______________________________

Stephen H. Hagerty, Mayor

Attest:                        Approved as to form:

_______________________________    ________________________________

Devon Reid, City Clerk    Michelle L. Mansoncup, Corporation Counsel
CITY OF EVANSTON
EVANSTON PRESERVATION COMMISSION

A RESOLUTION

Requesting the City Manager to Transmit
The Evanston Preservation Commission's
Recommendation and Report that the
Evanston City Council Designate
As an Evanston Landmark the
Lot of Record and House at 1225 Asbury Avenue

WHEREAS, on May 3, 2018 and subsequently on June 26, 2018, Matthew Fleming, the “property owner,” submitted a complete application, nominating for landmark designation the house and lot of record at 1225 Asbury Avenue “subject property”; and

WHEREAS, on June 26, 2018 City staff notified the property owner of the scheduled public hearing for the nomination on July 10, 2018; and

WHEREAS, at its meeting of July 10, 2018 the Preservation Commission heard testimony and presentation on the landmark nomination of 1225 Asbury Avenue from the property owner, and continued the hearing to September 11, 2018.

WHEREAS, on September 11, 2018, the Commission, heard additional testimony and presentation from the property owner, evaluated the application, and accepted supporting evidence, and closed the public hearing; and

WHEREAS, on November 13, 2018, the Commission approved its Report; recommending that the Evanston City Council (the “City Council”) designate the house and lot of record at 1225 Asbury Avenue as an Evanston Landmark; and
NOW, THEREFORE, BE IT RESOLVED BY THE EVANSTON
PRESERVATION COMMISSION OF THE CITY OF EVANSTON, COOK COUNTY,
ILLINOIS:

Section 1: The Commission determined that the application for
landmark designation of the house and lot of record at 1225 Asbury Avenue is in
conformity with City Code Section 2-8-4, “Criteria for Designation.”

Section 2: The Commission recommends that the City Council
designates by ordinance the house and lot of record at 1225 Asbury Avenue, as a
landmark, in that the subject property meets the criteria for designation as an Evanston
Landmark under City Code Section 2-8-4 (A) 3, and 4 and subsection 2-8-4 (B).

Section 3: The report of the Commission’s findings is approved, and
attached hereto as Exhibit A and made a part hereof. The Chair and/or the Preservation
Coordinator may make corrections and modifications thereto without change in
substance as they shall deem appropriate, and consistent with this resolution.

Section 4: The City Manager is hereby requested to transmit the
Commission’s Recommendation and Report to the Mayor and the City Council.

Section 5: Notice of the recommendation of the Commission, including
a copy of the report, shall be transmitted to the City Council or its duly authorized
Committee and sent by regular mail to the owner of record and to the nominator of the
nominated landmark, within fifteen (15) business days following adoption of the
resolution and report.

Adopted: November 13, 2018        Yeas: 7        Nays: 0
Mark Simon, Acting Chair

Attest:

Suzi Reinhold, Commissioner

Date:

11/13/18

Date:

November 13, 2018
CITY OF EVANSTON PRESERVATION COMMISSION
2100 Ridge Avenue, Evanston, IL 60201
(847) 866-2928; Fax: (847) 448-8120

2-8-5 APPLICATION FOR NOMINATION OF AN AREA, PROPERTY, STRUCTURE, SITE OR OBJECT FOR DESIGNATION BY ORDINANCE AS A LANDMARK OR HISTORIC DISTRICT

(Please Print or Type and check applicable boxes. Attach additional 8-1/2 x 11” sheets as necessary)

☐ Historic District Nomination (for a historic district nomination submit a list for each property, structure, site or object within the proposed historic district with the information below):

☐ Landmark Nomination (for individual nomination of a property, structure, site or object submit the information below):

1. a) Street address of area, property, structure, site or object being nominated:

   Street #: 1225 Street Name: Asbury Ave
   City: Evanston State: Illinois Zip Code: 60202

  b) Real Estate Index Number: 11-19-100-035-0000 Zoning: Residential

  c) Original Architect/Contractor (if known): George Schipporeit

  Year Built (if known): 1978 Architectural Style: Modern

  d) Contributing significance (for historic district nomination only):

     ☐ Architectural ☐ Historical ☐ Archaeological ☐ Cultural

  e) Is it within an existing historic district? (Landmark nomination only) ☑ Yes ☐ No

     If yes: ☐ Lakeshore ☐ Ridge ☐ Northeast Evanston:

     NOTE: If the nomination is for an area, property, structure, site or object with no official street address, please indicate its location on the attached city map (for a district show the proposed boundaries).

2. a) Provide Legal Description of Nominated Property (for Individual landmark nomination only) or;
   b) Describe proposed boundaries (for historic district nomination only):

   OF THE SOUTH 60.0 FEET OF ENLARGE BLOCK A IN THE PLAT OF WINSTON’S ENLARGED HOMESTEAD
   BLOCK A, BEING A CONSOLIDATION OF PARTS OF SECTION 19 TOWNSHIP 41 NORTH, RANGE 14, EAST
   OF THE THIRD PRINCIPAL MERIDIAN RECORDED IN DOCUMENT NUMBER 9739804 ON AUGUST 05, 1927
   IN RECORDER’S OFFICE IN COOK COUNTY, ILLINOIS

3. Owner of record shall be established by reference to the most current property tax assessment rolls as maintained by the Assessor of Cook County.

☐ Historic District Nomination (for a historic district nomination submit a list for each property, structure, site or object within the proposed historic district with the information below):

☐ Landmark Nomination: for individual nomination of a property, structure, site or object, submit the information below:

   a) Name of owner(s) of record of area, property, structure, site or object being nominated:

      Matthew Fleming

   Phone #: 312-375-0413 Fax #: E-mail: 4fpbwf7gaf@snkmail.com

   b) (Mailing address) Street #: 1225 Street Name: Asbury Ave

      City: Evanston State: Illinois Zip: 60202

1225 Asbury Ave
Evanston
Illinois
60202

Matthew Fleming

312-375-0413
4fpbwf7gaf@snkmail.com

1225 Asbury Ave
Evanston
Illinois
60202
4. Please submit complete information as required in the Evanston Historic Preservation Ordinance, Section 2-8-4: Criteria for Designation. Provide factual information as applicable for each single item listed in Section 2-8-4. You may include documents and photographs to emphasize the significance of the nominated area, property, structure, site or object for designation by ordinance as a landmark or historic district. Use 8-1/2” x 11” attachment sheets if needed.

2-8-4: CRITERIA FOR DESIGNATION: Every nominated Landmark or District must meet two or more of the following specified criteria for designation.

(A) The Commission shall limit their consideration to the following criteria in making a determination on a nomination of an area, property, structure, site or object for designation by ordinance as a Landmark or Historic District.

1. Its location as a site of a significant historic or prehistoric event or activity which may or may not have taken place within or involved the use of any existing improvements on the property;

2. Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the City of Evanston, State of Illinois, Midwest region, or the United States;

3. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship;

4. Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the City of Evanston, the State of Illinois, the Midwest region, or the United States;

5. Its exemplification of important planning and urban design techniques distinguished by innovation, rarity, uniqueness or overall quality of design or detail;

6. Its association with important cultural or social aspects or events in the history of the City of Evanston, the State of Illinois, the Midwest region, or the United States;

7. Its location as a site of an important archaeological resource;

8. Its representation of a historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties, structures, sites or objects that may or may not be contiguous;

9. Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community, or the City of Evanston;

10. Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City of Evanston, whose components may lack individual distinction.

(B) Integrity of Landmarks and Districts.

Any area, property, structure, site or object that meets any one or more of the criteria in Section 2-8-4(A) shall also have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or restoration.

5. a) Name of Applicant(s): Matthew Fleming

b) Phone: 312-375-0413 Fax: E-mail: 4fpbwf7gaf@snkmail.com

c) Mailing Address of applicant(s) Street #: 1225 Street Name: Asbury Ave

City: Evanston State: IL Zip: 60202

Date: 04/03/2018

Submit the nomination form to: Evanston Preservation Commission, 2100 Ridge Avenue, Evanston, IL 60201
For additional information contact: Carlos D. Ruiz (847) 448-8687, Fax: (847) 448-8120, E-mail: cruz@cityofevanston.org
City of Evanston
Evanston Preservation Commission

Report to the City Council

Recommendation that the Property at 1225 Asbury Avenue
Be Designated as an Evanston Landmark

November 13, 2018

To the Honorable Mayor and the City Council of the City of Evanston:

COMMISSION’S RECOMMENDATION

The Preservation Commission recommends that the City Council designate the lot of record and building at 1225 Asbury Avenue as an Evanston landmark. The nomination meets the City Code, Section 2-8-4 Criteria for Designation (A) 3, (A) 4 and in accordance with subsection 2-8-4 (B) the building does retain sufficient integrity in design and materials, feeling and association in respect to (A) 3 and a (A) 3.
BACKGROUND

On May 3 and subsequently on June 26, 2018 Jolie and Matthew Fleming, owners (the “Applicants”), of 1225 Asbury Avenue, Evanston, submitted an application, nominating the lot of record and building at 1225 Asbury Avenue for landmark designation (“Subject Property”). On June 26, 2018, City staff notified Matthew Fleming of the receipt of the complete nomination, and of the public hearing scheduled on July 10, 2018.

In accordance to Section 2-8-5 of the Evanston City Code of 2012, as amended (the “City Code”), the Preservation Commission (the "Commission") conducted a public hearing on July 10, 2018, and continued the hearing to September 11, 2018.

APPLICANT’S PRESENTATION

At the public hearing held on July 10 and September 11, 2018, Jolie and Matthew Fleming, presented the landmark nomination as follows:

The house at 1225 Asbury Avenue meets the following criteria:

2-8-4 (A) 3. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.

1225 Asbury Avenue exemplifies an architectural style or type or design distinguished by innovation, rarity or uniqueness.

Architect George Schipporeit (1933-2013) designed 1225 Asbury Avenue, a single family residence with dates of construction listed as 1973-1984 (permit canceled in 1977 and reopened in 1982). The house is a representative of the Modern Style. Schipporeit designed and built the house for himself, the only single family house that he designed.

The house design exemplifies function over form. The house is: elegantly plain, rectilinear in form, with flat roof(s), no applied ornamentation, glass and reinforced concrete, pre-cast concrete floors and ceilings and pour concrete walls, and the plan bridges the indoors and outdoors. The house at 1225 Asbury Avenue conforms to the surrounding homes built in the 1880s in terms of setbacks, and horizontality.

The exterior construction of 1225 Asbury Avenue displays flat roofs, asymmetry, horizontality, and is devoid of any applied ornamentation (classic examples of the modernist movement); it is a sculptural structure onto itself, having a feeling of regularity, rhythm, and balance.

The rear of the home has extreme sensitivity to light and space, with floor to ceiling sliding doors and horizontal banded second floor windows. There are five exterior horizontal balconies and a full roof top deck, which is Schipporeit’s attempt to bridge the
outdoors and indoors.

2-8-4 (A) 4. Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the City of Evanston, the State of Illinois, the Midwest region, and the United States.

George Schipporeit is an architect of note; his individual work is significant in the history and development of the City of Evanston or the State of Illinois.

George Schipporeit was an apprentice of Ludwig Mies van der Rohe and Alfred Caldwell, he considered them his mentors. As an architect he designed iconic buildings in Chicago and elsewhere. Schipporeit was also a teacher and a leader at the Illinois Institute of Technology (IIT).

Born in South Dakota in 1933, he developed interest in architecture in his early 20s. He applied at IIT with particular interest in Mies Van der Rohe and in studying under him. He spent two years at IIT in the 1950s, but did not finish his studies. He was asked by Mies and Caldwell to work as an apprentice in their studio.

While working in New Jersey in a residential project, he was approached by another company to work on Lake Point Tower at 505 N Lake Shore Drive in Chicago. Schipporeit and John Heinrich, a colleague from IIT became the architects of Lake Point Tower, an iconic building and the tallest apartment building at the time. Schipporeit took the licensing exam while doing the 70-story tower’s working drawings.

In 1970, at the age of 37, Schipporeit formed his own firm “Schipporeit, Inc.” Schipporeit designed the State Bank Building and the 1603 Orrington, Rotary Building in Evanston, the Chicago Atrium Village and, the Asbury Building in Chicago, and the Searle Building in Skokie. While working in Evanston he purchased the site at 1225 Asbury Avenue to design and build his own residence. In the 1980’s he spent his time as a professor at IIT, as the Chairman of the Department of Architecture until his death in 2013.

Schipporeit was inspired by Mies van der Rohe and his philosophy of “Less is more.” Caldwell also influenced Schipporeit by bridging the spaces indoors and outdoors to made them feel like one continuous space. He believed in getting Architecture “back to its purest form”; spaces to be plain and getting Architecture to skin and bones.”

Because of his architectural work Schipporeit received awards and was recognized by many leading organizations.

**Integrity:**
As evaluated today, the house at 1225 Asbury Avenue is in superb condition, virtually identical to the original construction and design. The only piece not consistent with the house is a non-original greenhouse, which has been removed during the restoration of the house.
The interior of the house is asymmetrical with no ornamentation and following the design approach of function over form. All rooms are in right angles with varied height and enjoy natural light to maximize the bridge of the indoors with the outdoors.

The house meets the integrity criteria as follows:
- Location – remains in original location
- Design – superbly intact
- Setting – virtually unchanged
- Materials – concrete, glass, steel, intact
- Workmanship – extreme attention to every detail

COMMISSION’S REPORT WITH FINDINGS OF FACT

Address: 1225 Asbury Avenue


Architect: George Schipporeit (1933-2013)

The City Code Section 2-8-5 (E) requires that the Commission’s recommendation include a report with the following information:

1. **Explanation of the significance or lack of significance of the nominated landmark or district as it relates to the criteria for designation;**

On September 11, 2018, the Preservation Commission found that the nominated property and building(s) for Landmark designation at 1225 Asbury Ave, meets criteria for landmark designation of the City Code, Section 2-8-4 (A) “Criteria for Designation” 3 and 4 as follows:

3. **Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship.**

The house at 1225 Asbury is representative of the Modern Style. According to the nomination “The term Modern emerged after World War I, referring to a group of architects convinced that the ways of old Europe were a failure, they rejected ornament as frivolous and outdated. Instead, they sought to create an entirely new, basic aesthetic based on the needs and opportunities of new materials and structural approaches such as reinforced concrete and steel frames.

The development of the steel frame, which became a crucial aspect of Modern architecture, allowed for considerable flexibility of plan, with steel beams and girders allowing for the creation of wide interior spaces. Influential architects like Louis Sullivan (1856-1924), who had a profound effect on Modernist architects, coined the phrase form ever follows function. His idea was that the design of a building should be based on the needs of its function, not on historical ideas or precedent. By the 1930s, form follows
function had become a rallying cry of Modernist architects who believed that buildings should be perfectly suited for their intended use, without unnecessary detail or extraneous decoration.”

In 1932, the architect Philip Johnson (1906-2005) and the architectural historian and critic Henry-Russell Hitchcock co-curated (1903-1987) an exhibition at New York’s Museum of Modern Art (MOMA). They identified the new style with three main characteristics:

1. Emphasis on architectural volume over mass. Thin outer walls, often with windows placed flush with or very near the outer surface, could create the impression of a shell stretched taut over the frame very different from the massive appearance of a load-bearing wall pierced with openings.

2. The rejection of symmetry, which had particularly characterized architecture in the classical tradition. Hitchcock and Johnson argued that the Modernists replaced symmetry with a sense of regularity, created by a feeling for rhythm and balance.

3. Finally, the Modernists largely rejected applied decoration, with visual gratification instead being created through the use of intrinsically beautiful materials, elegant proportions, and the elements of structure itself.

Renowned architects such as Ludwig Mies van der Rohe (1886-1969), a leader in the Chicago Modernist movement, along with other prominent modernist architects, strongly embodied the use of sculptural form- cubic or rectilinear, volume over mass, flat roofs, the use of reinforced concrete, metal and glass frameworks resulting in large windows and horizontal bands, a tendency for white and cream structures, balconies upon balconies and the ideal that buildings should be embedded fully in their environment.

The house at 1225 Asbury Avenue is representative of the Modern Style and is in the direct lineage of the work of Mies van der Rohe and his mid-century designs. The house exemplifies the 'less is more' motto of Schipporeit’s former teacher and mentor. The entire composition of the house is concrete, steel and glass, or as Mies states 'skin and bones'. It leverages what were considered structural innovations and functional innovations of the time. The composition allows for almost impossibly large balconies for every bedroom and creates a clean lined rectilinear structure- a contrasting but additive style to the nearby Victorian houses.

With its flat roofs, asymmetry and horizontality, the house is a classic example of the Modernist style-- volume, not mass. The simplicity of the front facade gives a feeling of regularity, rhythm, and balance and is devoid of any applied ornamentation, molding or intruding mass. At the back of the house, the dissolution between interior and exterior spaces along with the exterior balconies and endless windows create a sense of rhythm and balance. The house is comprised of elegant proportions and the focus of the house is on the elements of the structure itself.
George Schipporeit (1933-2013) was born in Huron, South Dakota. He received an undergraduate degree from Purdue, and later did military service in Manhattan, Kansas. Later he studied for two years at IIT. While Schipporeit never completed graduation, he continued his architectural training working as an apprentice (1957-1960) in the office of Mies van der Rohe and Alfred Caldwell (1903-1998?). During his time under Mies, Schipporeit worked on many high-profile projects such as Lafayette Park urban development complex in Detroit.

While based in New York working on the Newark high rises, Schipporeit met and impressed attorney Bill Hartnett, who was working with other companies to develop residential projects. During discussions, the Lake Point site in Chicago came up as a potential project and Hartnett offered Schipporeit and IIT alum, John Heinrich, the job, after rejecting a disappointing proposal by Perkins and Will.

In 1963, at the age of 30, Schipporeit set out to work for New York developer Harnett-Shaw, Inc. and began studies for what would become the famed Lake Point Tower in Chicago in collaboration with his classmate John Heinrich. Together they poured the next seven years into its design and construction.

The resulting tower was a state-of-the-art flat plate structure, taller and more efficient than any apartment tower in the city and absolutely iconic on the lakefront. The shape bore a resemblance to one of Mies’ 1922 projects for a glass skyscraper, but its Y-shaped form came from a programmatic decision to reduce an original cross-shaped plan by 25%, and its curving glass walls were designed to avoid entirely difficult corner details; in the process they provided panoramic views from every major interior space. IIT landscape architecture professor Alfred Caldwell designed a rooftop garden atop the building’s large parking podium.

At the age of 37, and after much success with Lake Point Tower, Schipporeit started his own design office and continued practicing in the Modernist style throughout the 1960s and 1970s. While in private practice he was quite prolific leading the design of the following high-rise buildings:

- Chicago -- Asbury Plaza (750 N Dearborn), 445 E. Ohio, Atrium Village (300 W. Hill Street), IBM Parking Facility.
- Evanston- State National Bank in Evanston (Chase Bank- 1603 Orrington), Rotary Building (1560 Sherman), 1225 Asbury (personal residence)
- Skokie- Searle Headquarters in Skokie

In each of these structures, he applied innovative technology, modernist principles- simplicity of form, functionality, geometric form, lack of ornamentation, and rejection of traditional styles.
While working in Evanston, in 1973, Schipporeit purchased the lot at 1225 Asbury and began his vision for his personal residence—what some consider a Bauhaus modern home. According to friends and colleagues, building 1225 Asbury Avenue was a complicated and expensive process and riddled with some personal challenges. The permit for his personal house was canceled in 1977 and the house sat unfinished for approximately 5 years.

At the age of 47, Schipporeit followed in the footsteps of his mentor, Mies, and in 1980 he became the Chairman of the Department of Architecture at IIT. During that time, he resumed the building of his personal house at 1225 Asbury Avenue. After a few starts and stops, the house was eventually completed in 1984. It remained his personal home for approximately 15 years. While a single-family residence was a departure from his other residential buildings and skyscrapers, the same modernist architectural concepts and technical innovations were applied to his personal home.

Schipporeit served twice as Dean of the College of Architecture at IIT and online reports say he was “an influential teacher... with a combination of gentle guidance and authoritative knowledge.” Continuing his lifelong interest in urban design and planning, in the early 2000s he established IIT’s Sustainable New Cities Specialization, a master’s degree program of which he was Director.

Schipporeit taught, advised, and remained committed to his architectural passion until his death in August 2013, at the age of 80. Schipporeit’s architecture vision won him many awards, including an American Institute of Architects National Honor Award (1970) for Lake Point Tower, and the American Institute of Architects Chicago Chapter 25-Year Award, also for Lake Point Tower, which honors "design of enduring significance." His work has been widely recognized for his contribution to the modernist movement in Chicago. It is without doubt that Schipporeit’s individual work is significant in the history or development of the City of Evanston and the State of Illinois.

2. Explanation of the integrity or lack of integrity of a nominated landmark or district;

(B) Integrity of Landmarks and Districts. Any district, site, building, structure, or object that meets any one or more of the criteria in Subsection 2-8-4(A) shall also possess sufficient integrity of location, design, setting, materials workmanship, feeling, and association to convey its historic significance.

The National Register traditionally recognizes a property's integrity through seven aspects or qualities: location, design, setting, materials, workmanship, feeling, and association. 1225 Asbury Avenue meets the primary standards as set out by the National Park Service:

- Integrity of location refers to whether the property has been moved or relocated since its construction. The property at 1225 remains in its original location.
• Integrity of Design is the consistency and composition of elements that constitute the form, plan, space, structure, and style of a property. The only design element that has changed since building inception is the addition of a greenhouse which is presently being removed.

• Integrity of Setting refers to the physical environment of a historic property that illustrates the character of the place. The integrity of the property surroundings has remained virtually unchanged.

• Integrity of Materials. Materials are the physical elements combined in a particular pattern or configuration to form the aid during a period in the past. The integrity of materials has also been fully maintained. The original materials of concrete, steel and glass remain intact.

• Integrity of Workmanship. Workmanship is the physical evidence of the crafts of a particular culture or people during any given period of history. The original workmanship and extreme attention to detail in the glass, steal placement and concrete construction is outstanding and remains untouched.

3. Identification of critical features of the nominated landmark or areas, properties, sites and objects in a nominated district to provide guidance for review of alteration, construction, demolition or relocation;

FRONT WEST ELEVATION

• Two-story single family residence
• Asymmetrical front elevation
• Precast concrete exterior walls
• Ground level main entrance on the right south side
• Circled roof opening above main entrance area
• Projecting exterior south wall on south elevation
• Projecting second-story opened and covered balcony with floor to ceiling fenestration on exterior wall
• Flat roofs

EAST REAR ELEVATION

• Asymmetrical rear east facade
• Ground level floor to ceiling fenestration
• Second floor projecting open-covered balcony with floor to ceiling glass and metal fenestration wall on south side
• Glass and metal window band on north side
• Open terrace on north half
• Flat roofs
4. Proposed design guidelines, if any, for review of alteration, construction, demolition or relocation;

If designated as Evanston landmark, the building at 1225 Asbury Avenue would be subject to review for exterior work requiring a permit and when visible from the public way under the City Code Section 2-8-9 Standards for Review of Alteration, Construction, Relocation and Demolition.

5. A map showing the location of the nominated landmark

CONCLUSION/RECOMMENDATION
The Preservation Commission recommends to City Council the landmark designation by ordinance of the lot of record and building at 1225 Asbury Avenue with reference to criteria 2-8-4 (A) 3 Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials, or craftsmanship, and 2-4-8 (A) 4 Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or
development of the City of Evanston, the State of Illinois, the Midwest region, and the United States.

The Commission concludes that the building and site does retain sufficient integrity per criterion 2-8-4 (B) Integrity of Landmarks and Districts. “Any district, site, building, structure, or object that meets any one or more of the criteria in Subsection 2-8-4(A) shall also possess sufficient integrity of location, design, setting, materials workmanship, feeling, and association to convey its historic significance,” to convey its feeling and association relative to 2-4-8 (A) 3 and 4.

LINKS:

1225 Asbury Avenue Landmark Nomination
1225 Asbury Avenue Landmark Nomination Presentation
NEW BUSINESS

D. PUBLIC HEARINGS

- 1225 Asbury Av. (RHD) – Matthew Fleming, owner/applicant. Nomination for landmark designation of the single-family residence at 1225 Asbury Av. designed by George Schipporeit and built in 1978.

Commissioner Riessen Hunt made a motion to open the public hearing for 1225 Asbury Avenue, seconded by Commissioner Dudnik. The motion passed 9-0.

Matt and Jolie Fleming presented the nomination for 1225 Asbury Av. for landmark designation. Matt Fleming said they were surprised to learn that the house was not a landmark. It is listed as non-contributing to the Ridge Historic District because it was built after the District’s period of significance. Evanston landmark designation is the first step for the National Register. Mr. Fleming indicated that the house meets following criteria for landmark designation:
Criterion 2-8-4 (A) 2: Architect George Schipporeit designed the house as his home. He also designed notable buildings in Evanston, including the Chase Bank Tower (1603 Orrington) and the Rotary International Building.

Criterion 2-8-4 (A) 3: George Schipporeit was a student of Mies van der Rohe, and his practice applied Mies’ “less is more” design ethic. The house’s exterior is stucco, and the interior walls are poured in place concrete. The house stands out in the neighborhood among the 19th Century homes, and its rarity and location contribute to its unique character.

Criterion 2-8-4 (A) 4: George Schipporeit was also an architecture professor and department chair at IIT. His most recognized work is Chicago's Lake Point Tower, which he co-designed. Schipporeit also won awards for his architectural designs of other major building projects, including Asbury Plaza and Atrium Village, both located in Chicago.

Criterion 2-8-4 (B) Schipporeit started building the house in 1973, and construction stopped in 1977. He lost and then reacquired the property in 1982. The house was completed in 1984. The integrity of the house is the same as it was designed and built. The existing non-original green house is being removed as part of ongoing interior improvements.

Chair Williams said the Commission is enthusiastic about this nomination but would like to have additional information to satisfy the ordinance criteria under section (A) and have the nomination specifically address the house’s integrity as required in section (B). Chair Williams suggested Mary McWilliams as a good resource for additional information to support the nomination. Commissioner Hacker agreed and also suggested Susan Benjamin, a preservation consultant, who could help to with architectural language. Commissioner Dudnik agreed that more information about the house should be included in the nomination.

The Commission asked the applicants to return with a more detailed nomination. Commissioner Dudnik moved to continue the hearing for landmark nomination of 1225 Asbury Avenue to the Commission’s September 11, 2018 meeting, seconded by Commissioner Bady. The motion passed unanimously 9-0.

**ADJOURNMENT**

Commissioner Hacker made a motion to adjourn the meeting at 11:30 pm on July 10, 2018, seconded by Commissioner Bady. The motion passed unanimously 9-0.
Respectfully Submitted,

Carlos D. Ruiz
Senior Planner/Preservation Coordinator
MEETING MINUTES (EXCERPT)
EVANSTON PRESERVATION COMMISSION
Tuesday, September 11, 2018,
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.

Members Present: Julie Hacker, Ken Itle, Suzi Reinhold, Jamie Morris, Mark Simon, and Diane Williams

Members Absent: Tim Schmitt, Robert Bady, Elliott Dudnik, Sally Riessen Hunt, and Karl Vogel

Staff Present: Scott Mangum, Planning & Zoning Administrator

Presiding Member: Diane Williams, Chair

1. CALL TO ORDER / DECLARATION OF QUORUM 7:05 pm

2. OLD BUSINESS

C. PUBLIC HEARING

- 1225 Asbury Av. (RHD) – Matthew Fleming, owner/applicant. Nomination for landmark designation of the single family residence at 1225 Asbury Av. designed by George Schipporeit and built in 1978 (Continued from July 10, 2018).

Commissioner Hacker motioned to reopen public hearing, seconded by Commissioner Reinhold.
The motion passed 6 ayes, 0 nays.

Jolie and Matt Fleming, applicants presented the documents submitted for landmark nomination:
- Overview of experts consulted and materials submitted.
- Described significance of architect, George Schipporeit (2-8-4.A.4).
- Described significance of the home (2-8-4.A.3).
- Described integrity of the home (2-8-4.B).

Chair Williams stated that they are excited about the nomination and for bringing it back to the Commission with the additional information.
Commissioner Reinhold motioned to recommend landmark designation for the property at 1225 Asbury Avenue and to direct staff to prepare a report and resolution to transmit the report and resolution, seconded by Commissioner Itle. The motion passed 6 ayes, 0 nays.

Commissioner Hacker motioned to close the public hearing, seconded by Commissioner Simon. The motion passed 6 ayes, 0 nays.

7. ADJOURNMENT

Commissioner Hacker made a motion to adjourn the meeting at 9:19 pm, seconded by Commissioner Simon. The motion passed 6 ayes, 0 nays.

Respectfully submitted,

Scott Mangum
Planning and Zoning Administrator

Next Meeting: TUESDAY, October 9, 2018 at 7:00 P.M. (Subject to change)
MEETING MINUTES (EXCERPT)
EVANSTON PRESERVATION COMMISSION

Tuesday, November 13, 2018,
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.


Members Absent: Jamie Morris, Sally Riessen Hunt, Ken Itle, and Diane Williams,

Staff Present: Scott Mangum, Planning & Zoning Administrator
Carlos D. Ruiz, Preservation Coordinator

Presiding Member: Mark Simon, Acting Chair

1. CALL TO ORDER / DECLARATION OF QUORUM 7:07 pm

3. OLD BUSINESS

A. 1225 Asbury Av. (RHD) – Matthew & Jolie Fleming, applicants. Consideration and approval of the Commission’s report recommending City Council approval of landmark designation and adoption of resolution asking the City Manager to transmit the Commission’s report to City Council (Continued from the 9/11/2018 meeting).

With no further discussion on the Commission’s report regarding 1225 Asbury Avenue for landmark designation, Commissioner Reinhold moved to approve the Commission’s report and recommend the report to City Council for approval of the landmark designation for 1225 Asbury Avenue, seconded by Commissioner Bady. The motion passed 7-0.

Commissioner Reinhold made a motion to approve the Commission’s resolution and to send it for recommendation to the City Council, for 1225 Asbury Avenue, seconded by Commissioner Bady. The motion passed 7-0.

7. ADJOURNMENT

Commissioner Reinhold made a motion to adjourn the meeting at 9:50 pm, seconded by Commissioner Bady. The motion passed 7ayes, 0 nays.

Respectfully submitted,
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning & Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Ave.

Date: November 29, 2018

Recommended Action
City staff recommends adoption and the Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief for 42.5% building lot coverage where a maximum 30% is allowed, a 3’ south interior side yard setback where 5’ is required for the principal structure, a 3.5’ street side yard setback where 15’ is required for the principal structure, an 8.5’ street side yard setback where 15’ is required for a deck, a 10’ street side yard setback where 15’ is required for a detached garage, and a 1’ street side yard setback where 15’ is required for open parking, in the R1 Single Family Residential District. The Zoning Board of Appeals determined the proposal does not meet all Standards for Major Variation, specifically that the proposal would result in a substantial adverse impact on the use, enjoyment or property values of adjoining properties, and that the requested variations are not the least deviation from the applicable regulations among the feasible options identified.

This item was held in committee at the November 12, 2018 Planning and Development Committee meeting. Since the meeting the applicant has met with staff and expressed that he would submit multiple revised options to construct a single family dwelling on the lot. The applicant intends to invite neighbors to a meeting with staff where the neighbors could offer input about the revised options prior to returning to the Planning and Development Committee in January. Therefore, staff recommends that the Planning and Development Committee table this item until January 14, 2019.

Livability Benefits
Built Environment: Provide People-Friendly Streets, Buildings, Parks, and Neighborhoods
Summary
2626 Reese is a vacant corner lot that is substandard with a lot width of 25' and lot size of 3,325 square feet, where 35' and 7,200 square feet would be required respectively for a newly created lot. The lot has existed as a platted buildable property since at least 1960. The applicant proposes to construct a moderate-sized two-bedroom (plus one additional bedroom in the basement), 2.5 bathroom, 23.7' tall single family residence and one-car detached garage with one open parking space. The request includes the following zoning relief:

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<th>Required</th>
<th>Proposed</th>
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<tbody>
<tr>
<td>Building Lot Coverage</td>
<td>30% maximum</td>
<td>42.5%</td>
</tr>
<tr>
<td>Street Side Yard (principal structure, deck, garage, open parking)</td>
<td>15’ minimum</td>
<td>3.5’ (principal structure) 8.5’ (deck) 10’ (garage) 1’ (open parking)</td>
</tr>
<tr>
<td>Interior Side Yard Setback (principal structure)</td>
<td>5’</td>
<td>3’</td>
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The proposed house complies with the averaged required front yard setback on Reese Ave. at 19.5’ as well as the required rear yard setback and all other zoning regulations.

The applicant designed the proposed house to be smaller in bulk and height than typical new construction single family residences to minimize impact on neighboring properties, and to fit contextually with the neighborhood’s existing housing stock.

The proposed house is located 3’ from the south interior side property line where 5’ is required, which allows for window and door openings that meet building codes. 3’ interior side yards for substandard lots in Evanston are typical. The proposed house is located 3.5’ from the street side yard (Hartzell St.) property line, which is approximately 1’ from the public sidewalk, for a total distance from the house to the sidewalk of 4.5’. The main
entrance to the house is recessed so that the porch does not protrude closer to the Hartzell St. property line.

The proposed deck, detached one-car garage, and open parking space are all within the street side yard setback (Hartzell St.) but are minimized to the extent possible while maintaining an appropriate and usable site layout. The open parking variation is needed because neighbors previously expressed concern about sight line visibility for vehicles and pedestrians navigating the alley intersection, and suggested an open parking space instead of larger garage in that area.

The applicant worked extensively with staff to modify the house bulk to address neighbor concerns while also minimizing necessary variations. The applicant modified the proposal multiple times with an end result of eliminating one second floor bedroom and combining the kitchen and formal dining room into an eat-in kitchen to reduce the building footprint. The gambrel roofline allows for minimal bulk for a second story while allowing adequate head-height for habitable second floor space. The house features a peak height of 23.7’, which is comparable to other properties. Staff is aware of concerns from neighboring property owners including the size and bulk of the structure, reduced setbacks, and potential flooding issues due to ponding on the currently vacant property after heavy rain storms.

Legislative History
Current Proposal:
September 25, 2018: The ZBA unanimously recommended denial, specifically citing that the proposal would result in a substantial adverse impact on the use, enjoyment or property values of adjoining properties, and that the requested variations are not the least deviation from the applicable regulations among the feasible options identified.

The ZBA was unable to reach a consensus on how the applicant could further minimize the variations, size, or bulk of the proposed single family residence. Concerns varied among ZBA Members, ranging from the south interior side yard setback, street side yard setback, building lot coverage, open parking space, and bulk of the house.
Recommendation: Unanimous denial

2017 Proposal:
The applicant (current property owner) proceeded to the ZBA with variation requests for:

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<th>Proposed</th>
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<tbody>
<tr>
<td>Building Lot Coverage</td>
<td>30% maximum</td>
<td>37.9%</td>
</tr>
<tr>
<td>Street Side Yard (principal</td>
<td>15’ minimum</td>
<td>4’ (principal structure)</td>
</tr>
<tr>
<td>structure, garage, porch)</td>
<td>13.5’ minimum (porch)</td>
<td>3’ (garage)</td>
</tr>
<tr>
<td>Accessory Structure Location</td>
<td>Not closer to the street</td>
<td>1’ closer to the street</td>
</tr>
<tr>
<td>(garage)</td>
<td>than the house</td>
<td>than the house</td>
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</table>

The proposal was for a three-bedroom, 2.5 bathroom, 29.6' tall single family residence with a hip roof. The proposal did not include an open parking space variation, therefore the ZBA was the final determining body. The case was met with significant neighborhood opposition and was ultimately denied by the ZBA, which determined the variations requested were not the minimum change necessary and could be minimized more if the house and garage were made smaller, which would also make the house similar in size and bulk to the rest of the neighborhood.

2016 Proposal:
The applicant (previous property owner; intended to be owner occupied) proposed 10 variations for zoning relief to construct a three-bedroom, three-bathroom, 35’ tall single family residence.
The proposal was met with significant neighborhood opposition (as well as some support) that made the owner uncomfortable with the neighborhood dynamic, so the owner ultimately withdrew the request prior to the ZBA hearing and sold the property (to the current applicant). Opposed neighbors felt the property should either feature a smaller house similar to the existing surrounding housing stock, or should not feature a house at all.

Attachments
Proposed Ordinance 112-O-18
Letters of Opposition submitted at/after ZBA
September 25, 2018 ZBA Meeting Minutes Excerpt
ZBA Findings
September 25, 2018 ZBA Packet
AN ORDINANCE

Granting Major Variations at
2626 Reese Avenue in the R1 Single-Family Residential Zoning District

WHEREAS, William James (the “Applicant”), contractor of the property commonly known as 2626 Reese Avenue (the “Subject Property”), located within the R1 Single-Family Residential Zoning District and legally described in Exhibit A, attached hereto and incorporated herein by reference, submitted an application seeking approval of Major Variations to construct a single family residence and detached garage and related zoning requirements imposed by Subsections 6-8-2-7, 6-8-2-8(A)(3), 6-8-2-8(A)(2), and 6-8-2-8(C)(2) of Title 6 of the Evanston City Code of 2012, as amended (“the Zoning Ordinance”); and

WHEREAS, the Applicant requests the following Major Variations related to the Subject Property:

(1) Have a building lot coverage of 42.5% where 30% is permitted on the Subject Property pursuant to City Code Subsection 6-8-2-7;

(2) Reduce the minimum required south interior side yard setback from five (5) feet to three (3) feet pursuant to City Code Subsections 6-8-2-8(A)(3);

(3) Reduce the required street side yard setback on Hartzell Street from fifteen (15) feet to three and a half (3.5) feet for the principal structure pursuant to City Code Subsection 6-8-2-8(A)(2);

(4) Reduce the required street side yard setback from fifteen (15) feet to eight and a half (8.5) feet for a deck pursuant to City Code Subsection 6-8-2-8(C)(2);
(5) Reduce the required street side yard setback from fifteen (15) feet to ten (10) feet for an accessory structure pursuant to City Code Subsection 6-8-2-8(C)(2); and

(6) Reduce the required street side yard setback from fifteen (15) feet to one (1) foot for open parking pursuant to City Code Subsection 6-8-2-8(C)(2); and

WHEREAS, on September 25, 2018, the Zoning Board of Appeals ("ZBA"), pursuant to proper notice, held a public hearing in case no. 18ZMJV-0078 to consider the application, received testimony, and made written records and findings that the application did not meet the standards for Major Variations set forth in Subsection 6-3-8-12-(E) of the Zoning Ordinance and recommended City Council denial thereof; and

WHEREAS, at its meeting of November 12, 2018, the Planning and Development ("P&D") Committee of the City Council considered the ZBA's recommendation, and recommended City Council approve the Major Variations, as requested; and

WHEREAS, at its meetings of November 12, 2018 and November 26, 2018, the City Council considered and adopted the recommendation of the P&D Committee,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby adopts the P&D Committee's records, findings, and recommendations, and hereby approves, pursuant to Subsection
6-3-8-10-(D) of the Zoning Ordinance, the Major Variations on the Subject Property applied for in case no. 18ZMJV-0078 and described hereinabove.

**SECTION 3:** The Major Variations approved hereby are as follows:

(A) To permit a building lot coverage of 42.5% on the Subject Property. Subsection 6-8-2-7 of the Zoning Ordinance requires a maximum building lot coverage of thirty percent (30%) on the Subject Property.

(B) To permit a south interior side yard setback of three (3) feet. Subsections 6-8-2-8(A)(3) requires a minimum five (5) foot south interior side yard setback on the Subject Property.

(C) To permit a three and a half (3.5) foot street side yard setback on Hartzell Street for the principal structure. Subsection 6-8-2-8(A)(2) requires a minimum fifteen (15) foot street side yard setback on the Subject Property.

(D) To permit an eight and a half (8.5) foot street side yard setback on the Subject Property. Subsection 6-8-2-8(C)(2) requires a minimum fifteen (15) feet for a deck on the Subject Property.

(E) To permit a ten (10) foot street side yard setback for the accessory structure. Subsection 6-8-2-8(C)(2) requires a minimum fifteen (15) foot street side yard setback for an accessory structure on the Subject Property.

(F) To permit a one (1) foot street side yard setback for open parking on the Subject Property. Subsection 6-8-2-8(C)(2) requires a fifteen (15) foot street side yard setback for open parking on the Subject Property.

**SECTION 4:** Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) **Compliance with Requirements:** The Applicant shall develop and use the Subject Property in substantial compliance with all applicable legislation, with the testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council, and the approved plans and documents on file in this case.

(B) **Recordation:** The Applicant shall, at its cost, record a certified copy of this ordinance, including all Exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any construction permits pursuant to the Major Variation authorized hereby.
SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 6: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: ________________, 2018

Adopted: ________________, 2018

Approved: ________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: ________________________

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
EXHIBIT A

Legal Description

LOT 1 IN BLOCK 5 IN BROWN AND CULVER'S ADDITION TO NORTH EVANSTON, IN GEORGE SMITH'S SUBDIVISION IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-33-429-007-0000

Commonly Known As: 2626 Reese Avenue, Evanston, Illinois.
William James, contractor, applies for major zoning relief to construct a single family residence and detached garage in the R1 Single Family Residential District. The applicant requests 42.5% building lot coverage where a maximum 30% is allowed (Zoning Code Section 6-8-2-7), a 3’ south interior side yard setback where 5’ is required for the principal structure (Zoning Code Section 6-8-2-8-A-3), a 3.5’ street side yard setback (Hartzell Street) where 15’ is required for the principal structure (Zoning Code Section 6-8-2-8-A-2), an 8.5’ street side yard setback where 15’ is required for a deck, 10’ street side yard setback where 15’ is required for the accessory structure (detached garage) and a 1’ street side yard setback where 15’ is required for open parking (Zoning Code Section 6-8-2-8-C-2). The Zoning Board of Appeals is the recommending body, and the City Council is the determining body for this case.

Ms. Klotz read the case into the record, and noted 6 additional letters of opposition were passed out at the beginning of the hearing.

Matt Rodgers, consultant, explained the proposal:

- Proposal includes a lower building height with less massing to match the rest of the neighborhood
- Front porch is now recessed in to eliminate a variation
- Garage has been reduced to a 1-car garage to improve sight lines to the alley as requested by neighbors
- A 2 bedroom house is quite modest.
- The first floor is as small as possible, with a family room and eat-in kitchen. There is no dining room, no mudroom, etc.

Mr. Gingold noted two big concerns: drainage and water runoff onto the sidewalk with such a small street side yard setback, and construction so close to a neighboring home. Mr. Rodgers explained by constructing a home on the property, stormwater runoff can be designed to direct water to certain areas. In this case, a splash pad will be constructed under the deck to send the water towards that. Other options will be
considered in conjunction with City staff. Chair Berns stated the stormwater issue will be addressed by City staff in the permit process, which is rigorous for new construction such as this. Ms. McAuley asked if the civil engineering information will be provided to the immediate neighbor, and Mr. Rodgers agreed it would be.

Ms. Klotz explained the current proposal is 66 square feet smaller than the previous proposal for this property, excluding garages/parking.

Mr. James stated he does not have a sale price set for this home yet, but expects approximately $360,000 based on the square footage.

Kit Newman, 2833 Hartzell, explained most properties in the area have one-story bungalows. Street parking is difficult because people from Central St. park in the neighborhood. It is better that they have 2 parking spaces on site.

Richard Horsting, 2624 Reese Ave., stated he took the photos of the rain ponding on the property some time in July, and then submitted a packet of information. Mr. Horsting explained the variations requested are up to 94% over the requirements. The structural engineer Mr. Horsting discussed the proposal with determined there would be structural damage to his house if construction is done that close to the property line. The building lot coverage proposed is far higher than the surrounding homes, and Mr. James overstated what the building lot coverage of adjacent homes are. The house would be a total of 5’9” from Mr. Horsting’s house.

Dawn Larbalestier, 2627 Lincolnwood Dr., stated drainage is a concern. There is flooding in the neighborhood. The alley visibility is a concern too. Ms. Larbalestier submitted a copy of the flyer that was distributed to neighbors, which is different than what is within the ZBA packet.

Colleen Barkley, 2622 Reese Ave. has concerns about water since her property has a wet basement. The roots of a large heritage oak that is near the property would be impacted by the garage.

Andrew Naidech, 2619 Lincolnwood Dr. has concerns about the sight line from the alley even with the 1-car garage. Just a parking pad is better. Also, there are ground contaminants at the property that become long term health issues for occupants. Ms. McAuley asked staff if a Phase 1 Environmental study is required, and Ms. Klotz responded that is typically not required for single family construction, but could not speak to whether it is a requirement for properties with known contamination. If that is a concern, the ZBA could recommend it is as a condition for approval.

Lila Kirkpatrick, 2904 Hartzell St., asked how the house is considered a 2-bedroom house when there is clearly a bedroom in the basement even though it is labeled as an office. Chair Berns clarified basement bedrooms are not considered bedrooms in real estate terms, regardless of how they are labeled on the plans.
Mark Newman, 2833 Hartzell St., stated half the block of Hartzell St. is 2-3 feet narrower than other streets and has a lot of traffic. A large SUV parked on that parking pad will make it much more dangerous for people navigating the alley.

Ms. Klotz confirmed the lot is considered a buildable lot because it is already platted, but building is subject to the requirements of the Zoning Ordinance or variation approval.

Beth Paradi, 2907 Lincolnwood Ave., stated the width of the house is too much for the lot. 3’ setbacks are not enough.

Nancy Crain stated her property would be impacted by additional stormwater runoff. All regulations should be upheld.

Kathy Miller, 2831 Hartzell St., submitted a petition of opposition signed by neighbors. Ms. Miller also noted it is disingenuous for a builder to say they don’t know how much they would market the house for. Trees, including street trees, will be severely impacted when the basement is dug and root structures are disturbed. Too many variations that are too large are requested.

Scott Kirkpatrick, 2904 Hartzell St., stated nothing has changed. The house is 3.4% smaller, which is not a significant change.

Mr. James confirmed the first floor is 925 sq. ft., which is 11 square feet smaller than the last proposal. The second floor is significantly smaller due to the gambrel roof and reduced head height.

Mr. Rodgers stated drainage concerns will be addressed in the permit process. There is no building by right on this property, but the City has stated it is a buildable lot with variations. Lifestyles have changed in the last 100 years since the other homes in the neighborhood were built, and people expect certain things in new construction today. The lot is legally nonconforming and substandard, which is a clear hardship. The gambrel roof reduced the bulk so the house fits appropriately with the neighborhood. The roofline starts stepping back at a height of 13’. It is understandable that the neighborhood enjoys the property as open space, but the highest and best use of the property is this appropriate single family residence.

Mr. Horsting noted it is disturbing that a house extending 12’ further back than his own house would not impact his yard when people are in that house on the second floor looking into his backyard.

Deliberation:
Ms. Dziekan asked staff to elaborate on the concerns, comments, and recommendations raised by staff and DAPR with this proposal. Ms. Klotz stated she worked with Mr. James on multiple site plans and re-stated neighbor concerns until the proposal was scaled back to the extent possible to address the concerns. Mr. Mangum added the DAPR minutes are included in the packet and DAPR agreed the variations
were minimized to the extent possible given the 25' lot width and the need for variations for the construction of any house.

Mr. Gingold agreed, and commended the applicant for listening to previous concerns and addressing those, but also noted the first floor footprint is only 11 square feet smaller. The lot is buildable, but the house could be smaller and the side yard setbacks are extremely small. The spirit of the open parking space increasing the sight line is there, but if there is an SUV there then the sight line is disrupted. Ms. Cullen agreed.

Ms. Dziekan asked ZBA Members who are architects to explain if they think the variations proposed are the minimum change necessary.

Mr. Mirintchev stated this proposal is significant progress that reduced the bulk of the structure, but there is still room for improvement. The lot is difficult. The biggest problems are the side yard setback to the neighbor and the overall building footprint. The other variations are reasonable. A significant portion of the footprint is the staircase, which is luxurious. The design should shrink the width of the staircase to reduce the footprint and width of the house. Those two variations are issues that could be further minimized.

Ms. Arevalo stated the lot only has a 5' buildable area with the setbacks taken into account. That is obviously not feasible. The staircase is 3' wide or maybe 3’2” on the interior, which is not luxurious. The alley sight triangle is 10’ and is conforming by City standards and any traffic engineer. As long as that is met, she supports the project.

Mr. Gingold noted the aerial view of the neighborhood provided in the ZBA packet shows that the other houses in the area are more modest. The length of the house is overreaching. The side yard setbacks would be more appropriate if the length of the house was shortened to be similar to other existing homes.

Ms. Cullen stated something should be built on the lot, but this may not quite be the right proposal.

Chair Berns stated she is less concerned about the side yard setback to the neighbor because that is typical throughout the city, and is oftentimes less distance between two houses. The larger issue is the street side yard setback and distance to the sidewalk, which affects the entire neighborhood. The staircase is a bit more generous than it must be. Overall, the applicant did a nice job of working through the issues as best possible given the lot, but a few more adjustments are needed.

Ms. Dziekan stated that between staff, DAPR, neighbors, and the ZBA, there is no clear path provided to the builder. Mr. Gingold agreed, noting the applicant did listen to the concerns and addressed them as best he could given the myriad of concerns raised by everyone.

Standards:

1. No, because of the closeness of the house to the sidewalk. (Gingold - and the groundwater issue if it is not properly addressed).
2. Yes
3. Yes
4. Yes
5. No
6. Yes
7. No, there is a little more that can be reduced with the side yard setbacks and building lot coverage.

Ms. McAuley motioned the ZBA recommend denial to City Council, which was seconded by Ms. Cullen and unanimously recommended for denial.

The meeting adjourned at 9:10 pm.
After conducting a public hearing on September 25, 2018, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
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<th>Standard</th>
<th>Finding</th>
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<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>_______Met __X__Not Met</td>
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<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>__X__Met _____Not Met</td>
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<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>__X__Met _____Not Met</td>
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<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>__X__Met _____Not Met</td>
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<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there</td>
<td>__X__Met _____Not Met</td>
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Case Number: 18ZMJV-0078

Address or Location: 2626 Reese Ave.

Applicant: William James

Proposed Zoning Relief: 42.5% building lot coverage, 3’ south interior side yard setback, 3.5’ street side yard setback, 8.5’ street side yard setback for a deck, 10’ street side yard setback for a garage, 1’ street side yard setback for open parking; all for a new single family residence.
is a public benefit;

| (F) The alleged difficulty or hardship has not been created by any person having an interest in the property; | _X_ Met   _____Not Met  
7-0 |
| (G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property; | _____Met   _X_ Not Met  
7-0 |

And, based upon these findings, and upon a vote of 7 in favor of denial & 0 against

Recommends to the City Council

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Attending:    Vote: (for denial)

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To: Members of the Planning and Development Committee

From: Johanna Leonard, Community Development Director
Sarah Flax, housing and Grants Administrator

Subject: Requiring Owner Occupancy When Single Family Homes With Accessory Dwelling Units/Coach Houses Involve Rental to Non-Family Members

Date: December 10, 2018

Summary:
At the request of Alderman Eleanor Revelle, staff prepared the following background information to inform a discussion relating to owner-occupancy requirements as a condition of allowing rental of accessory dwelling units (ADUs)/coach houses to non-family members of the primary dwelling unit. Staff seeks further direction from the Planning & Development Committee relating to the addition of any potential regulations to address this discussion item at future meetings.

To address the need for affordable housing and to expand the availability of rental housing choices in R1 and R2 districts, City Council approved Ordinance 47-O-18, amending the Zoning Ordinance to modify the definition of a Coach House to allow the rental of accessory dwelling units to individuals who are not members of the family living in the primary dwelling unit on May 14, 2018. Staff has developed the process to register and inspect existing ADUs/coach houses for rental to non-family members. On November 19, 2018, City Council approved the fee and fine schedule for this process, and established a 90-day amnesty period that ends April 1, 2019 during which all unregistered dwelling units currently being rented, including ADUs/coach houses, could be registered without incurring fines. Information about the new rental registration process and fee schedule will be launched by January 1, 2019.

One of the primary goals of requiring that either primary dwelling unit or the ADU is owner-occupied is to help maintain the character of single-family residential neighborhoods that are primarily owner-occupied. Another reason for allowing the rental of ADUs to non-family members is to generate income for the property owner in order to afford property taxes and maintenance costs. In addition, an owner-occupied property (the real estate asset) is more likely to be maintained at a higher level than a rental property.
AARP's Accessory Dwelling Units, Model State Act and Local Ordinance Code, developed by the American Planning Association, includes the following for State Acts:

E. Requiring Owner Occupancy (pp. 18-19)

Based on the finding of this act, that premises with owner-occupants are better maintained, the legislature declares that a municipal regulation requiring properties with ADUs to be owner occupied, either in the accessory unit or the principal unit, prevents deterioration of neighborhoods and is a regulation substantially related to land-use impact. Such a requirement is, therefore, a regulation of land use rather than a regulation of the user of land.

Note: Courts may rule that a community has no zoning authority to require that a site with an ADU be occupied by the owner, on the basis that this regulates the land user rather than the land use (Ziegler 1995, 56.4-8). However, on July 29, 1996, a California appeals court issued the only published court decision (issued by a court higher than a trial court) addressing the owner-occupancy requirement in the contest of ADUs.... The Soundhein case means that the owner-occupancy requirement of ADUs has now been direction addressed and upheld by a state court.

And for Local Ordinances:

10. Occupancy Standards – Owner of Premises (pp. 37 – 38)

The optimal option includes both aspects of owner occupancy – requiring owner occupancy and allowing it in either unit – because both tend to facilitate the development of new ADU’s. For communities that may not feel comfortable allowing the owner to live in either unit, the minimal provision requires the owner to reside in the principal dwelling unit. No favorable provision is recommended.

Many communities monitor ADU’s to ensure that the owner still lives on the premises. A variety of methods are used to do this monitoring (see Section 6), including registration of occupants, certification of occupancy, and annual licensing of rental units with annual inspections.

Other communities require ADU owners to record the requirements of the ADU ordinance as deed restrictions, particularly the owner-occupancy requirement. The deed restrictions accompany the title of the property and give notice to all subsequent buyers of the occupancy requirement. Both the optimal and favorable provisions below require this registration.

[Optimal Provision] A lot or parcel of land containing an ADU shall be occupied by the owner of the premises, and the owner may live in either the ADU or the principal dwelling unit. Within 30 days of securing approval for construction of an ADU, the owner shall record against the deed to the subject property, a deed restriction running in favor of the municipality limiting occupancy of either the principal dwelling unit of the ADU to the owner of the property. Proof that such a restriction has been recorded shall be provided to the Zoning Administrator prior to issuance of the occupancy permit for the ADU (adapted from WOCD 1994, Application Procedures).
Inclusion of an owner-occupancy requirement would require the implementation of appropriate methods to ensure compliance, as noted above.

Although owner-occupancy requirements have been included in ADU regulations in a number of cities, no analysis of their actual impact on maintaining neighborhood character or improving maintenance of properties has been located. Several cities in the Pacific Northwest, including Portland, OR, and Vancouver and Richmond, BC, do not have owner occupancy requirements in order to encourage development and rental of ADUs. Ann Arbor, MI requires that either the ADU or primary dwelling unit must be owner occupied for at least six months out of the year. Glenview, IL requires owner occupancy of either the primary unit or ADU only in the Glen development. Boulder, CO recently modified its owner-occupancy requirement to either the primary unit or ADU.

*Accessory Dwelling Unit Model Code*, written by developers of ADUs in Portland, Oregon who have significant experience in the field, recommends the following:

8. Occupancy and Use. Occupancy and use standards for an ADU shall be the same as those applicable to a primary dwelling on the same site.

Comment: ADU codes that place more restrictions on tenure (ownership vs. rental), short-term rental, affordability and/or home business than would apply to a primary dwelling on the same lot result in less ADU construction. Owner-occupancy requirements make properties with ADUs unsuitable for income-based valuation by appraisers, constraining their value and making them more difficult to finance. Affordable housing restrictions on ADUs sound appealing, except that deed restrictions and tenant income screenings are (unsurprisingly) obstacles for mom-and-pop landlords (fortunately, ADUs provide a surprising amount of market-based affordable housing without subsidy or use restriction). An in-depth discussion of how these restrictions limit ADU development is provided in *ADUs and Don’ts*.

The preface to their model code follows:

Unfortunately, the ADU model codes most readily available (ie. AARP + APA, Massachusetts, Washington, Washington MSRC) are more tuned to the political process of getting adopted than to development and market realities. As Alan Durning from the Sightline Institute summarizes: in “most Cascadian cities … ADUs are legal but restricted to within an inch of their lives.” (*ADUs and Don’ts: The gauntlet of rules that in-law and cottage units must run*).

There are similar concerns about maintaining the character of neighborhoods between the rental of ADUs and vacation rental licensing, and consideration could be made of the recently approved changes to the latter process as a model for ADU restrictions. The City Council adopted Ordinance 137-O-18 on November 19, 2018 to increase the vacation rental licensing fees and update the ordinance to reflect current market trends. As discussed previously by the Planning & Development Committee, the increase in VRBO and AirBnB listings has grown to more than 200 units in Evanston, while the City has only 10 legally licensed short-term rentals. The City adopted similar language to the
City of Chicago's vacation rental code. The City's newly adopted code includes the following key requirements:

- Application fee for new vacation rentals is $250. The annual fee after the first year is $150.
- The new code differentiates between owner-occupied units and investor units. Owner-occupied units are contemplated to be units in which the property continues to serve as the primary address of the operator (e.g. owner travels for periods of time for business or lets a room while still residing at the property).
- Owner-occupied units are reviewed and approved administratively by staff from the Community Development and Health & Human Services Departments. Investor units are reviewed by the Planning & Development Committee and subject to City Council approval.
- Posting of listing, health, safety and neighborhood information in each unit; posting of license number with online listing.

Since the ordinance adoption, staff from both the Community Development and the Health & Human Services Departments has met to discuss implementation for 2019, updating of application document, and other pertinent next steps in this new process.

Attachments:
- Ordinance 47-O-18, Amending the Definition of “Coach House,” in City Code Section 6-18-3 of the Evanston City Code
- Ordinance 137-O-18, Amending Portions of Title 5, Chapter 9, “Vacation Rentals”
47-0-18

AN ORDINANCE

Amending the Definition of “Coach House,” in City Code Section 6-18-3 of the Evanston City Code

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

SECTION 1: The definition of “Coach House” in City Code Section 6-18-3 of the Evanston City Code of 2012, as amended, is hereby further amended as follows:

| COACH HOUSE: | A single detached secondary or accessory dwelling located on the same zoning lot as the principal dwelling unit including a garage. Tenants of coach houses may be unrelated to the owners of the principal residential structure. A maximum of one coach house is allowed per Single-Family Detached Dwelling. |

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
SECTION 5: Ordinance 47-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: April 23, 2018
Adopted: May 14, 2018

Approved:
June 1, 2018

Stephen H. Hagerty, Mayor

Attest: [Signature]
Devon Reid, City Clerk

Approved as to form:
Michelle Masoncup, Interim City Attorney
AN ORDINANCE
Amending Portions of Title 5, Chapter 9, “Vacation Rentals”

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

SECTION 1: The definition for “Vacation Rental” in City Code Section 5-9-2, “Definitions,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

| VACATION RENTAL | A dwelling unit or portion thereof offered for rent for a period shorter than thirty (30) consecutive days to any person other than a member of the owner's family, as those terms are defined in Section 6-18-3 of this Code. The term "vacation rental" shall not include hotels or motels, licensed pursuant to Title 3, Chapter 2 of this Code, lodging establishments, licensed pursuant to Title 5, Chapter 2 of this Code, bed and breakfast establishments, licensed pursuant to Title 8, Chapter 19 of this Code, and/or home sharing in accord with Subsection 6-4-1-14(B) of this Code, or housing subsidized by the City or other affordable housing providers. |

SECTION 2: City Code Section 5-9-4, “Application; Notice; Standards & Procedures; Renewal; Fees,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

5-9-4: APPLICATION; NOTICE; STANDARDS & PROCEDURES; RENEWAL; FEES:

(A) **Applications:** A property owner who seeks a Vacation Rental license pursuant to this Chapter shall submit a written application that contains all information required for a registration statement pursuant to Chapter 8 of this Title.

(B) **Notice:** Each application shall be accompanied by proof the applicant mailed notice thereof to all owners, whose addresses appear on the current tax assessment list, of real property located within a radius of two hundred fifty feet (250’) of the subject property, inclusive of public streets, alleys and other public ways. The notice shall contain the applicant’s name, the address of the subject
property, the matter under consideration, and the date, time, and location of the relevant meeting of the Planning and Development Committee.

(C) **Property Inspection.** The dwelling unit must be inspected by City staff pursuant to this Chapter prior to administrative or City Council review of application for Vacation Rental.

(D) **Standards and Procedures for License Approval:** If a Vacation Rental license is not for the owner’s primary residence then the Planning and Development Committee will review the application for Vacation Rental and will report to the City Council upon each application with respect to the standards set forth below. The City Council after receiving said report, may refer the application back to that body for additional review, or, by motion, may approve, approve with conditions, or disapprove, an application for a Vacation Rental license, upon findings of fact with respect to each of the standards set forth below:

1. The proposed Vacation Rental will not cause a negative cumulative effect when its effect is considered in conjunction with the effect of other Vacation Rentals in the immediate neighborhood.

2. The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties.

3. The proposed Vacation Rental will comply with all the rules and regulations contained herein.

4. The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety.

Regardless of its finding on any or all of the foregoing standards, the City Council may deny a Vacation Rental license upon a finding that such denial is in the public interest.

If a property owner seeks a Vacation Rental license for the owner’s primary residence then staff will review application for Vacation Rental. If the owner of the unit is on active military duty, the affidavit shall include a statement attesting to such fact and to whether the owner has appointed a designated agent or employee to manage, control and reside in the unit during such owner’s absence while on military duty.

(E) **Renewal:** If a Vacation Rental license was issued for the prior year, the approval for a renewal license shall be obtained from the City Manager or his/her designee, provided the previously-issued license was not revoked or suspended, and the Vacation Rental did not receive citation(s) from any City inspector or Police officer during said prior calendar year. Every renewal application shall satisfy all requirements set forth in Section 4 of this Chapter.
(F) Fees: The following fees shall be imposed for application submittal and licensing fees:

1. **Application Fee:** All property owners who seek to submit a Vacation Rental application must submit a nonrefundable application fee of two hundred and fifty dollars ($250.00).

2. **License Fee:** The annual fee for a license issued pursuant to this Chapter shall be one hundred and fifty dollars ($150.00).

**SECTION 3:** City Code Section 5-9-5, “Requirements and Standards,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

**5-9-5: REQUIREMENTS AND STANDARDS:**

(A) No vacation rental operator shall:

1. Rent or lease any vacation rental for any period of time shorter than twenty-four (24) consecutive hours;

2. Rent or lease any vacation rental more than once within any consecutive twenty-four-hour period measured from the commencement of one rental to the commencement of the next;

3. Advertise an hourly rate or any other rate for a vacation rental based on a rental period of fewer than twenty-four (24) consecutive hours; and/or

4. Serve or otherwise provide any food or beverage to any guest.

5. Cause or permit, by action or failure to act, the vacation rental or its use to suffer from and/or create any violation of the following portions of the City Code: Title 4, "Building Regulations"; Title 5, "Housing Regulations"; Title 6, "Zoning"; Title 8, "Health and Sanitation"; or Title 9, "Public Safety."

(B) Every vacation rental shall be subject to inspection by staff members of the City's Fire, Health, and Community and Economic Development Departments.

(C) Every vacation rental operation shall include in any listing the following information about the vacation rental: (A) the licensee's cancellation and check-in and check-out policies; (B) a statement on: (i) whether the vacation rental is wheelchair or ADA accessible; (ii) whether the vacation rental has any parking availability or neighborhood parking restrictions; and (iii) the availability of, or restrictions on, the use of any recreational facilities or other amenities applicable to guests; and (C) a description of the vacation rental, including the number of sleeping rooms and bathrooms; and (D) the City of Evanston license number.
(D) Every vacation rental operator shall keep a register in which shall be entered the name of every guest and his/her arrival and departure dates. The operator shall make said register freely accessible to any officer of the City's Police, Fire, Health, and/or Community and Economic Development Departments.

(E) Every vacation rental operator shall ensure that the vacation rental is in compliance with current state and local regulations regarding the installation and maintenance of functioning smoke alarms and carbon monoxide detectors.

(F) Every vacation rental operator shall post, in a conspicuous place within the vacation rental:

1. The name and telephone number of the operator's authorized agent identified pursuant to Code Section 5-8-3(A)2;

2. An evacuation diagram inside entrance door identifying all means of egress from the vacation rental and the building in which the vacation rental is located;

3. A current copy of the listing;

4. A current copy of vacation rental license;

5. The schedule of, or restriction on, street cleaning and street snow removal. If the property is subject to restrictions imposed by a homeowners association or board of director then the owner shall post an attestation that the homeowners association or board of directors has not adopted bylaws prohibiting the use of the dwelling unit identified in the license application as a vacation rental or shared housing unit, or that restricts rentals for a period of time less than 30 days, in any combination.

(G) Any kitchen in a vacation rental shall be cleaned and sanitized between guests and all food and beverages shall be discarded. All dishes, utensils, pots, pans and other cooking utensils shall be cleaned and sanitized between guests. A recycling container must be accessible to guests.

(H) The operator of every vacation rental shall change supplied bed linens and towels therein at least once each week, and prior to the letting of any room to any new guest. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall be in full force and effect after its passage, approval, and publication in the manner provided by law.
SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:___________________, 2018
Adopted:___________________, 2018

Approved:___________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
To: Honorable Mayor and Members of the City Council

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

Subject: Resolution 103-R-18, Designating the Portion of Emerson Street between Wesley Avenue and Asbury Avenue with the Honorary Street Name Sign, “Nathan Haliburton, Jr. Way”

Date: December 10, 2018

Recommended Action:
The Human Services Committee recommends adoption of Resolution 103-R-18, naming the portion of Emerson Street between Wesley Avenue and Asbury Avenue with the Honorary Street Name Sign, “Nathan Haliburton, Jr. Way.”

Funding Source:
Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate total cost to create all three signs is $200. Funds for these honorary street name signs will come from the 2019 Public Works Agency, Public Service Bureau - Traffic Operations' materials budget account (100.40.4520.65115), which has a 2019 fiscal year budget of $58,000.

Livability Benefits:
Education, Arts & Community: Promote a cohesive and connected community

Summary:
The Honorary Street Name Sign program was established in 1996 to allow citizens the opportunity to honor individuals or groups that have made significant contributions to the City. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. The request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long.
Legislative History:
Alderman Robin Rue Simmons submitted an Honorary Street Name Sign application in honor of Nathan Haliburton, Jr. On November 15, the Parks, Recreation and Community Services Board recommended approval by the Human Services Committee. On December 3, the Human Services Committee recommended approval by the City Council.

-------------------------------------------------------------------------------------
Attachments:
Resolution 103-R-18
Honorary Street Name Sign Application for Nathan Haliburton
103-R-18

A RESOLUTION

Designating that Portion of Emerson Street Between Wesley Avenue and Asbury Avenue with the Honorary Street Name Sign, “Nathan Haliburton Jr. Way”

WHEREAS, Nathan Haliburton Jr. is a vital member of Evanston’s business, faith-based, social justice and youth outreach communities; and

WHEREAS, the Haliburton Funeral Chapel opened in 1975 at 1317 Emerson Street; for over 43 years he has served as the funeral director of the Chapel. He is a steward to families in the grieving and decision making process; showing compassion, insight, comfort, and helping hands; and

WHEREAS, Nathan Haliburton Jr. serves the faith based community as an active member of the Mount Zion M.B. Church for 35 years, with various governance roles within the church; and

WHEREAS, Mr. Haliburton has also provided leadership and support with an organization devoted to Evanston’s youth, Youth Backers Scholarship Club, as a previous President and Vice-President of the organization that provided support systems for youth as they matriculated through college with scholarships and provided a platform to showcase their talent; and

WHEREAS, he also served his country in the United States Air Force as a radar technician, taught electronics and mathematics, and served as a general foreman in the Chicago Northwestern Railroad,
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: On behalf of the entire citizenry of the City of Evanston, the City Council hereby expresses appreciation for Nathan Haliburton Jr. as a long-standing member of its community by designating that portion of Emerson Street between Wesley Avenue and Asbury Avenue “Nathan Haliburton Jr. Way.”

SECTION 3: This Resolution 103-R-18 will be in full force and effect from and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:

______________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: ______________________, 2018
City of Evanston
Honorary Street Name Sign Application Form

PURPOSE OF PROGRAM: The Honorary Street Name Sign program was established to allow citizens the opportunity to honor people who have contributed greatly to the City of Evanston through cultural, historic, or humanitarian acts. Request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. Final approval is granted by the Evanston City Council.

PLEASE FILL OUT THE APPLICATION BELOW:

NAME OF HONOREE: Nathan Haliburton, Jr. Way
(as it would appear on the street sign)

PROPER STREET NAME: 1300 Block of Emerson Street

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

Emerson St between Wesley Ave and Asbury Ave

PLEASE CHECK ALL THAT APPLY, AND GIVE A BRIEF EXPLANATION FOR EACH OF THE APPLICABLE CRITERIA. A STREET CAN BE NAMED FOR AN INDIVIDUAL, OR GROUP/DESIGNATION.

_X_ CULTURAL IMPACT TO CITY:

Culture refers to characteristics, patterns of attitudes, values, beliefs, and behaviors shared by members of a society or population. We all believe that when our loved ones (or God forbid we) walk that last mile of the road, and have to face the moment none of us wants to face, we want our loved ones to be treated with respect and dignity. Mr. Haliburton and his staff provide the families of Evanston in their time of need with comfort by providing professional services with care, compassion and helping hands.

_X_ HISTORICAL IMPACT TO CITY

Mr. Haliburton has been a relevant member of the Evanston Community for 43 years. He’s been a dedicated supporter of the faith based community and has been a member of Mount Zion M.B. Church for 35 years. He became a Master Mason in 1982. In 1989, he was elected Worshipful Master of Mount Moriah Lodge #28. In 1992, 2000 and 2001 he served as the Worthy Patron of Pride of the North Chapter #61, Order of the Eastern Star.
He has been an ardent supporter and benefactor of the youth of Evanston. He was an advisor to the Youth Backers Scholarship Club in the 1970’s. In addition, he also served as President and Vice President until the turn of the century. This organization’s mission was to provide a support system and encourage young Evanstonians as they matriculated through college by awarding scholarships and providing a platform for youth to showcase their talent in nurturing environment. In the mid nineties, he worked on the advisory committee for “Teen Cuisine” at Family Focus for four to five years. He provided young teen parents with transportation to cultural events. In addition, he worked with the City of Evanston, planning community picnics, the downtown market and the west end market. We’ll never know just how much each life touched was impacted!

_X__HUMANITARIAN EFFORTS:

Nathan Haliburton has been “a port in a storm” for many a friend and a few foes too. He has “adopted” many children and also been adopted by many children and a few adults as well. He has played Santa Claus to many children. His acts of altruism are too numerous to mention. Whether helping someone that is down and out or just lending a listening ear, it can truly be said that “he has never met a stranger”. He always has a kind word or two or mover for a friend. Not many people can do what Mr. Haliburton does, he doesn’t just have a tough job—he has a calling.

_X__CLOSE ASSOCIATION WITH EVANSTON:

Funeral Directors have always been valued members of the community. The important that they do is often feared, misunderstood or even over looked, but by no stretch of the imagination does it mean that the work they do is insignificant. The profession is very demanding. Nathan has been a steward to the families of Evanston guiding them through an array of difficult choices and decisions. He provides insight, comfort and compassion. As a small business owner, Mr. “H” is an awesome example for community members that want to start their own businesses can look to for inspiration.

_X__DISTINGUISHED CAREER BROUGHT TO THE CITY

Haliburton Funeral Chapel has been in business since 1975. Nathan was involved in the funeral business as a young boy. He worked closely with his grandfather who was a Funeral Director in the state of Georgia. He graduated from Worsham College of Mortuary Science in 1971. He completed his apprenticeship in Evanston. Prior to the inception of his ownership of Haliburton Chapel he serviced funeral home products in Illinois and five other states. Prior to his professional career, Nathan proudly served in the Air Force, taught electronics and mathematics, was a radar technician and was a general foreman at Chicago Northwestern Railroad.

_X__GEOGRAPHICAL RELATIONSHIP OF STREET TO FOCUS OF INTEREST

Nathan opened his business in April, 1975 at 1317 Emerson Street. He has operated his establishment since that date and is still serving the fine citizens of Evanston at this location.

_X__ A LIVING INDIVIDUAL (EXCLUSIVE OF CITY OF EVANSTON STAFF)
General Information
Chairperson of Mt. Zion M.B.C., Deaconate Board
Assistant Sunday School Teacher, Mt. Zion, M.B.C.
Mt. Zion M.B.C, Financial Committee
Member of Evanston Branch, NAACP Executive Board
Life Member of NAACP
Past, Most Wise Master of North Shore Consistory #91
President and Vice President, Millennium Prosperity Group, NAIC Investment Club
Inductee in the Black Civil Rights Hall of Fame

Signature of Applicant: ___________________________ Alderman Robin Rue Simmons (Alderman) Date: ______
Applicant’s Address: ___________________________ Phone _______________________
Email: Rsimmons@cityofevanston.org

Signature of Applicant: ___________________________ Date: ______
Applicant’s Address: ___________________________ Phone _______________________
Email: ___________________________

Submit completed form to:
City of Evanston
Parks, Recreation and Community Services Department
2100 Ridge Ave., Evanston, IL 60201
Fax: 847-448-8051
pbelcher@cityofevanston.org
To: Honorable Mayor and Members of the City Council  
From: Kumar Jensen, Sustainability Coordinator  
Subject: Resolution 105-R-18 Adoption of the Climate Action and Resilience Plan  
Date: December 4, 2018  

Recommended Action:  
Human Services Committee and staff recommend City Council approval of Resolution 105-R-18 adopting the Climate Action and Resilience Plan and the goals therein.

Livability Benefits: The majority of livability areas are covered by different portions of the Climate Action and Resilience Plan.

Summary:  
Evanston has a long-standing history of bold climate action and a track record of making consistent reductions in carbon emissions. This strong history, begun by Mayor Lorraine H. Morton and elevated by Mayor Elizabeth Tisdahl, is being taken to the next level under Mayor Stephen H. Hagerty. The Climate Action and Resilience Plan (CARP) calls for ambitious reductions in carbon emissions and, for the first time, establishes goals to ensure Evanston is prepared for the daunting impacts of climate change.

Even with Evanston’s significant and proactive history of leading on climate, dire warnings and new reports continue to indicate the increasing immediacy of the threat of climate change. The Fourth National Climate Assessment (NCA4), released in November, 2018, calls for immediate action at all levels of government. CARP charts Evanston’s path forward in fighting climate change and preparing for it’s impacts locally.

The Climate Action and Resilience Plan calls for carbon neutrality by 2050, 100% clean and renewable electricity by 2030, zero waste by 2050, and much more. These ambitious goals were developed by a community working group established by Mayor Hagerty in late 2017. The working group had 17 members and convened dozens of times in smaller task forces and as a whole from November 2017 to November 2018.
The plan and its recommended actions will be implemented utilizing three Guiding Principles: **Equity-Centered, Outcome Focused, and Cost-Effective and Affordable** (p. 7). Those principles strive to ensure that all actions associated with the plan center the needs of vulnerable populations while achieving the ambitious goals established by the plan.

The plan is divided into five sections: Municipal Operations, Climate Mitigation, Climate Resilience, Implementation, Accountability and Partnerships, and Commitments. It also contains two appendices: Community Greenhouse Gas Emissions Inventory and a Glossary of Terms. **Municipal Operations** focuses on City-controlled operations and operations that relate to City services such as facilities, infrastructure, parks, contracts for services, etc. The **Climate Mitigation** and **Climate Resilience** sections contain the bulk of the goals, recommended actions, and performance metrics. **Implementation, Accountability and Partnerships** provides guidance to the City and other implementation partners on measuring progress, leveraging partner resources and staying accountable to the community. **Commitments** includes letters submitted by 8 of the largest employers in Evanston, outlining their support for the plan and its goal and specific actions they will take to help the City achieve those goals.

City staff extends thanks and gratitude to the Mayor’s Climate Action and Resilience Plan Working Group members for their tremendous effort and dedication, listed below, alphabetically: Likwan Cheng, Jack Darin, Robert Dean, Henry Eberhart (ETHS Representative), Joel Freeman (Co-chair), Jerri Garl, Vickie Jacobsen, Dr. Christopher Kucharczyk, Emily Lawrence, Sarah Lovinger, MD, Lauren Marquez-Viso (Co-chair), Gabriela Martin, John Moore, Mariana Oliver, Judy Pollock, Dr. Gaj Sivandran and Lonnie Wilson.

**Attachments**
- Resolution 105-R-18 Adoption of the Climate Action and Resilience Plan
- Climate Action and Resilience Plan
- CARP Working Group Member Bios
A RESOLUTION

Adopting the City of Evanston Climate Action and Resilience Plan

WHEREAS, the City recognizes climate change as a major threat locally and globally and that aggressive action is required locally to contain warming to 1.5°Celsius, which is the believed threshold to provide a reasonable chance for the survival of human civilization and other complex life forms on this planet; and

WHEREAS, the primary local climate hazards Evanston is projected to experience include: significant increase of instances of extreme heat, extreme weather events including more intense precipitation, and fewer days below freezing; and

WHEREAS, the City believes it is imperative to have coordinated regional and national action to address the challenges of climate change and implement consistent sustainability practices throughout the region; and

WHEREAS, Evanston has a longstanding history of climate action and planning dating back to 2005 with Mayor Morton’s signing onto the U.S. Conference of Mayors Climate Protection Agreement; and

WHEREAS, the City has successfully implemented two previous climate action plans, Evanston Climate Action Plan (2008 – 2012) and the Livability Plan (2014 – 2016); and

WHEREAS, Evanston’s greenhouse gas emissions peaked in 2008 and have been reduced by 24% overall since 2005, and;
WHEREAS, the City is a regional and national leader in sustainability as evidenced by the 4-STAR Community Rating, the Mayor’s Climate Protection Award, the EPA Green Power Partnership, and the 2015 U.S. Earth Hour Capital Award; and

WHEREAS, the City and Mayor Stephen H. Hagerty have made commitments to take meaningful and immediate action in reducing greenhouse gas emissions and preparing for the impacts of climate change through We Are Still In, Climate Mayors, Global Covenant of Mayors for Climate and Energy, STAR Community Rating System, Sierra Club’s Mayors for 100% Clean and Renewable Energy and the Greenest Region Compact 2; and

WHEREAS, in September, 2017, Mayor Hagerty appointed seventeen (17) community members to the Climate Action and Resilience Plan Working Group to develop a community plan to aggressively reduce greenhouse gas emissions and prepare for the impacts of climate change locally.

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council adopts the Climate Action and Resilience Plan and the goals within, including specifically:

- Community-wide carbon neutrality by 2050;
- 28% reduction in community-wide greenhouse gas emissions by 2025 in line with the U.S.’s commitment to The Paris Agreement;
- Community-wide Zero Waste by 2050;
• 100% Clean and Renewable Electricity by 2030;
• 100% Clean and Renewable Energy for Municipal Operations by 2020;
• Adoption of the Illinois Sierra Club’s definition of “Clean and Renewable Energy”;
and
• Incorporation of up-to-date climate science and projections into relevant City planning and policy decisions such as building codes, stormwater management and facility maintenance.

**SECTION 3:** The City Council directs the City Manager to implement the Climate Action and Resilience Plan beginning on January 1, 2019 and provide an annual progress update in the first quarter of each year between 2019 and 2025.

**SECTION 4:** The City Manager and their designee are hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest, any documents necessary to implement the terms of this resolution.

**SECTION 5:** This resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

_______________________________
Stephen Hagerty, Mayor

Attest:
_______________________________
Devon Reid, City Clerk

Approved as to form:
_______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: ______________________, 2018
Climate Action and Resilience Plan

Carbon Neutral by 2050
Letter from the Mayor

Evanston has a long track record of success when it comes to climate action. Since the City Council’s unanimous decision to support participation in the U.S. Conference of Mayors Climate Protection Agreement in 2006, our City has successfully implemented two climate action plans under the leadership of Mayor Lorraine H. Morton and Mayor Elizabeth Tisdahl, received certification and recertification as a 4-STAR sustainable community, been named the U.S. Earth Hour City Capital, and achieved a 24 percent reduction in greenhouse gas emissions relative to 2005 baseline levels. Still, there’s more work to be done.

That’s why, in 2017, I formed a resident-led working group to chart a path forward. The group, comprised of 17 community members with a wide array of backgrounds and expertise, has been hard at work over the last year developing a plan to not only continue reducing Evanston’s impact on climate change, but to also prepare the city and its residents for its effects.

I am pleased to announce the culmination of their efforts with the release of Evanston’s Climate Action and Resilience Plan (CARP). Detailed on the following pages, the plan lays out a bold vision that “by 2050, Evanston will be a climate ready and resilient city that has successfully prioritized the needs of its most vulnerable while combating climate change.”

To achieve that vision, the Climate Action and Resilience Plan sets a goal of achieving carbon neutrality by 2050, while reaching ambitious greenhouse gas reduction targets along the way. Other goals include securing 100 percent renewable energy for all Evanston properties by 2030, achieving zero waste by 2050, shifting to low- or non-polluting transportation methods, enhancing Evanston stormwater systems, and, for the first time, ensuring that all residents, including our most vulnerable, are prepared for the impacts of a changing climate.

Achieving these goals will require a community-wide effort, and the City can’t do it alone. That’s why our plan includes commitments from some of Evanston’s largest institutions, including the Evanston Community Foundation, NorthShore University HealthSystem, Northwestern University, Presbyterian Homes, Presence Saint Francis Hospital, Rotary International, Evanston/Skokie School District 65, and Evanston Township High School.

From our residents, to our businesses, to our schools and hospitals, Evanston is united in its efforts to mitigate the far-reaching effects of climate change through bold action. While our city will likely undergo many changes on the way to 2050, this plan ensures that our commitment to climate action will remain.

Evanston Mayor
Stephen H. Hagerty
Acknowledgements

City Council and Mayor
Mayor Stephen H. Hagerty
1st Ward Judy Fiske
2nd Ward Peter Braithwaite
3rd Ward Melissa A. Wynne
4th Ward Donald N. Wilson
5th Ward Robin Rue Simmons
6th Ward Thomas M. Suffredin
7th Ward Eleanor Revelle
8th Ward Ann Rainey
9th Ward Cicely L. Fleming

Climate Action and Resilience Plan Working Group
Likwan Cheng
Jack Darin
Robert Dean
Henry Eberhart (ETHS Representative)
Joel Freeman (Co-chair)
Jerri Garl
Vickie Jacobsen
Dr. Christopher Kucharczyk
Emily Lawrence
Sarah Lovinger, MD
Lauren Marquez-Viso (Co-chair)
Gabriela Martin
John Moore
Mariana Oliver
Judy Pollock
Dr. Gaj Sivandran
Lonnie Wilson

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McCamie Cole
Ellen Fierer
Judy Freitag
Dr. Matthew Katcher
Stephen McComb
Jonathan Nieuwsma
Edmund Post
Dr. Mark Potosnak
Leonard Sciarra
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Other Contributors
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District 65 Green Teams
Evanston Environment Board
Utilities Commission
Evanston Community Foundation
Experience Climate Change Collaborative
(Chris Essex, Sam Carroll, Jason Brown and Clare Tallon Ruen)
Urban Sustainability Directors Network (USDN)
Great Lakes Integrated Sciences and Assessments (GLISA)
Sierra Club Illinois Chapter

City Staff
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Paul D’Agostino, Environmental Services Coordinator
Patrick Deignan, Community Engagement Coordinator
Dr. Patricia Efiom, Chief Equity Officer
Lisa Frye, Art Design Coordinator
Kelly Hutchins, Administrative Assistant
Kumar Jensen, Sustainability Coordinator
Martha Logan, Community Engagement Manager
Audrey Thompson, Longterm Care Ombudsman
Executive Summary

Dire warnings and new reports continue to fill news headlines that demand immediate and decisive action at all levels of government and throughout society, including local government. On October 8, 2018, the Intergovernmental Panel on Climate Change (IPCC), the leading scientific body responsible for climate research, issued a dire warning indicating that in order to limit global warming to 1.5°C, “net human-caused emissions from carbon dioxide (CO2) would need to fall by about 45 percent from 2010 levels by 2030, reaching ‘net-zero’ around 2050.” With nine of the 10 hottest years on record having occurred since 2005, precipitation continues to occur in more intense and less frequent storms, and wildfires and hurricanes have ravaged large swaths of the United States. This warning reflects the need for action.

In Evanston, the question is not whether or not climate change exists. The question remains, how do the City and community take actions that reflect the immediacy of the situation while centering the needs of those who will be most severely impacted locally? Although Evanston, as a Great Lakes city, is relatively insulated from threats such as hurricanes, sea level rise and wildfires, it is not insulated from increasingly intense storms, the influx of invasive species, hotter temperatures, drought-like conditions, human migration, threats to water quality and the relative instability of energy prices. Vulnerable communities and individuals will experience disproportionately negative impacts from climate change in the coming years and decades.

Evanston has a long-standing history of bold climate action and a track record of making consistent reductions in carbon emissions. This strong history, begun by Mayor Lorraine H. Morton and elevated by Mayor Elizabeth Tisdahl, is being taken to the next level under Mayor Stephen H. Hagerty. The Climate Action and Resilience Plan (CARP) calls for ambitious reductions in carbon emissions and, for the first time, establishes goals to ensure Evanston is prepared for the daunting impacts of climate change.

The Climate Action and Resilience Plan calls for carbon neutrality by 2050, 100% clean and renewable electricity by 2030, zero waste by 2050, and much more. These ambitious goals were developed by a community working group established by Mayor Hagerty in late 2017. The working group had 17 members and convened dozens of times in smaller task forces and as a whole from November 2017 to November 2018.

The plan is divided into five sections, with two major sections: Climate Mitigation and Climate Resilience. Climate Mitigation explores the far-reaching ways in which many daily routines are tied to larger systems that account for much of the City’s emissions, namely buildings, which account for 80% of Evanston’s emissions. Climate Resilience focuses on preparing social, ecosystem and built environments for the impacts of climate change. Many recommended actions improve climate resilience as well as reduce carbon emissions; the plan seeks to amplify those actions as especially critical.

Thirteen years after Mayor Morton signed the U.S. Mayors Climate Protection Agreement, Evanston has reduced its overall emissions by 24% and leads the region in climate-related planning and progress. The Climate Action and Resilience Plan builds on the foundation of community-driven planning and calls for another round of ambitious action.

* Global Warming of 1.5°C, an IPCC special report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty.
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Introduction

Evanston 2050 Vision

The City of Evanston’s Climate Action and Resilience Plan Working Group has a vision for the future and has set forth a path to reach that vision. This is what they foresee:

By the year 2050, Evanston has achieved carbon neutrality; all buildings are “high-performing” in terms of energy and water efficiency; all energy produced and consumed is from clean and renewable sources; a Zero Waste Strategy has been implemented and achieved; half of all trips made in Evanston are by transit, walking or bicycling; all vehicles and equipment rely on zero-emission technology; and the urban canopy is healthy and growing in size, adapted to the 2050 climate.

Green infrastructure is distributed equitably throughout the community, increased precipitation is captured by rain gardens and naturally filtered into the soil, the transition to zero emissions vehicles has improved air quality, the boom in renewable energy installations has solidified Evanston as a regional leader and expert in renewable energy and local food options are accessible and affordable to residents in every neighborhood. By 2050, Evanston will be a climate-ready and resilient City that has successfully prioritized the needs of its most vulnerable while combating climate change.

To realize this vision, the City of Evanston (City) is committed to taking immediate and decisive action to reduce the community’s impact on climate change and to prepare the community to adapt and become more resilient to the changing climate and its effects. The City has set ambitious targets to combat the effects of climate change, achieve carbon neutrality by 2050 and make significant reductions in greenhouse gas (GHG) emissions in the short term. The Climate Action and Resilience Plan (CARP) will chart a path forward to meet those commitments and targets. The plan is divided into five sections with two supporting appendices.

Sections

1. Municipal Operations
2. Climate Mitigation*
3. Climate Resilience**
4. Implementation, Accountability and Partnerships
5. Commitments

Appendices

1. Appendix A: Community Greenhouse Gas Emissions Inventory
2. Appendix B: Glossary of Terms

* Climate Mitigation describes actions that limit climate change through reducing the release of greenhouse gases (GHGs) such as carbon dioxide and methane.

** Climate Resilience or Adaptation is the task of evaluating the changing climate and its impacts and preparing the community to adapt and adjust to new climate conditions and the effects they will have on its assets, including people, ecosystems and infrastructure (social, health, natural and built).
Introduction

Guiding Principles

The development and implementation of an ambitious climate action plan requires recognizing and understanding Evanston’s historical, current and future context. To ensure that the goals developed within this plan meet Evanston’s vision of becoming the “Most Livable City in America” and align with the comprehensive livability guidelines of the STAR Community Rating System, the plan relies on three core guiding principles: Equity-Centered, Outcome-Focused and Cost-Effective and Affordable.

Equity-Centered
Climate change affects everyone. However, not all people are equally impacted. People of color, immigrants, refugees and lower-income populations experience increased exposure and sensitivity to environmental and climate hazards and a reduced capacity to adapt. To ensure that actions within this plan align with equity principles in Evanston, this plan will employ an equity-centered lens that is approved by City Council and implemented by the Office of Equity and Empowerment with advisory support from the Equity and Empowerment Commission. In the absence of a City definition of equity-centered, guidance will be sought from external leaders within the urban sustainability and equity fields throughout implementation of the plan. By following an equity-centered approach, the City seeks to achieve environmental justice for all its community members, which includes fair treatment and meaningful involvement with respect to environmental decisions and policies, regardless of race, color, national origin or income.

Outcome-Focused
Meaningful progress toward reducing Evanston’s contribution to climate change and increasing resilience to climate change impacts are most effectively demonstrated through measurable outcomes. Identified within the plan are measurable outcomes that reflect the goals of the plan. Example outcomes include reducing greenhouse gas emissions, increasing the use of renewable energy, increasing building efficiency, and reducing waste. Although there are actions within the plan that focus on behavior change, education and improving community awareness and understanding, those actions are anticipated to support the achievement of improved measurable outcomes.

Cost-Effective and Affordable
There is a perception that being “green” or “sustainable” comes with a price or cost premium. Although this may be the case in some instances, many of the recommended policies and programs, if properly implemented, could lead to cost savings as well as economic growth and job creation. Sustainable actions and solutions are not inherently costlier than unsustainable ones. In evaluating the cost-effectiveness and affordability of actions, the City will work to incorporate the cost of inaction as well. The social and economic cost of climate and resilience inaction is considerable. All policies and programs implemented will consider the cost-effectiveness for the City to implement as well as the impact on affected parties and affordability in Evanston.

* Language taken from the USDN Guide to Equitable Community-Driven Climate Preparedness Planning
Municipal Operations

The City of Evanston will continue to lead by example by setting ambitious goals for municipal operations. Although municipal operations account for less than one percent of Evanston’s emissions, the City can play an outsized role in bringing together coalitions, partnerships and the wider community to meet the goals of the Climate Action and Resilience Plan.

Municipal Goals

2020 – 100% Renewable Electricity for Municipal Operations
2030 – Achieve Zero Waste for Municipal Operations
2035 – Carbon Neutrality for Municipal Operations

Purchasing and Planning

- Update the Environmental Sustainability and Best Practices document to align with CARP goals.
- Conduct a GPC-compliant emissions inventory for all municipal operations in 2019.
- Create a CARP checklist to provide to developers submitting projects to the Design and Project Review Committee (DAPR).

Energy

- Host a shared solar project/serve as an anchor subscriber to a shared solar project and allow residents and businesses to subscribe to the project.
- Install LED lighting for all lighting on city properties, street lights, and traffic lights by 2025. Install 100% LED lighting on all City projects, facilities and infrastructure with lighting needs by 2025 (exceptions may be made if technology is not available to meet project requirements).
- Complete a feasibility study in 2020 to determine the best opportunities for installation of renewable energy installations on municipal properties.
- Retrofit all municipal facilities with water-efficient features to reduce potable water use.
- Develop a zero emissions vehicle purchasing strategy for the municipal vehicle fleet.

Waste

- Require that capital projects divert construction and demolition debris from the landfill and incorporate a percentage of reclaimed material into projects where practicable.
- Ensure that recycling receptacles are located at all City properties including parking garages, parks and community centers.
- Expand compost collection service to public spaces and city facilities.
- Work with waste haulers to ensure that our city’s garbage ends up in landfills that are managed responsibly and use methane gas capture technology to generate energy.
- Require waste haulers to complete regular waste characterization studies for each waste stream.
Green Infrastructure

- Prioritize replacing trees on public property and focus on maintaining tree health to increase longevity. Policies that will improve the overall health of the urban tree canopy include:
  - Maintain a cyclical pruning process for public trees
  - Diversify tree planting selection to take into account anticipated future climate zone shifts due to a warming climate
- Maintain skilled forestry staff
- Develop a definition of natural and open spaces in Evanston.
- Increase natural landscaping on public property and expand no-mow areas in parks and other public spaces.
- Prioritize planting and preservation of native species of plants and trees on public property.
- Achieve and maintain the National Wildlife Federation Community Wildlife Habitat Certification
- Achieve all goals laid out in the Mayors Monarch Proclamation and maintain active support of the goals.
- Expand the geographic distribution of green infrastructure throughout the City.
- Efficiently utilize public land to increase stormwater infiltration and detention while enhancing the primary use of the property.

Investments

- Align investment strategies and advocacy initiatives with CARP goals through a City Council-adopted resolution:
  a. Define and implement an approach to sustainable investing that considers the risks associated with climate change and fully integrates environmental, social and corporate governance considerations into the City's investment decision-making process. This investment philosophy should be adopted with a clear, thoughtful approach to considering the long-term environmental and social sustainability of the entities in which the City invests.

Advocacy

- Support local and national strategies for instituting limits on carbon, including market strategies such as a price on carbon
- Advocate at the state level for legislation and policies that support the goals of CARP; oppose legislation that overturns municipal home rule
- Encourage key institutions such as the school districts and large employers to serve as anchor subscribers to community solar projects.
Climate Mitigation

Climate Mitigation describes actions that reduce the release of greenhouse gas emissions in order to limit climate change. Climate mitigating actions at the local level is imperative if Evanston is to play its part in holding average global temperature increases to below 2 degrees Celsius (3.6 degrees Fahrenheit) and preferably below 1.5 degrees Celsius (2.7 degrees Fahrenheit).

Research compiled by the Intergovernmental Panel on Climate Change (IPCC) indicates that if global temperatures are allowed to increase by 2 degrees Celsius, the consequences will be much more catastrophic than if we can limit warming to 1.5 degrees Celsius or below. The average global temperature has already increased by 1 degree Celsius (1.8 degree Fahrenheit) since pre-industrial levels. Warming greater than the global average is already occurring in many land regions, such as the Arctic, where it is occurring two to three times faster. Global warming is likely to reach 1.5 degrees Celsius by mid-century if trends continue at the current rate. Limiting the increase to 1.5 degrees Celsius as opposed to 2 degrees would mean the difference between a world with Arctic summer sea ice and coral reefs and one without them. More information on the IPCC and climate data can be found at www.ipcc.ch.

Greenhouse Gas Reduction Targets

This plan calls for ambitious and immediate reductions in greenhouse gas emissions, building upon the success of the 2008 Evanston Climate Action Plan (ECAP) and the 2014 Livability Plan. The 2017 community greenhouse gas emissions inventory (Emissions Inventory) showed a 24% reduction in emissions from the 2005 baseline, which demonstrates significant progress towards carbon neutrality. To build off of this progress, the City has established the following community reduction targets:

- **2025** – 50% reduction
- **2035** – 80% reduction
- **2050** – Carbon Neutrality

To evaluate and measure the community’s progress towards these targets, the City has developed an Emissions Inventory that is compliant with the internationally accepted best practices put forth in the global protocol for community-scale greenhouse gas emissions (GPC). The Emission Inventory identifies emissions by sector and illustrates changes in emissions over time. An inventory makes it possible to evaluate the City’s progress in reducing emissions and the impact of emission reduction policies.

The Emissions Inventory accounts for emissions attributed to activities taking place within the City’s municipal boundaries. The Emissions Inventory is measured in metric tons of carbon dioxide equivalent (MTCO₂e), which is the standard measurement of greenhouse gas (GHG) emissions. The 2005 baseline of emissions attributed to the community totaled 1,056,169 MTCO₂e. The 2017 Emissions Inventory revealed total net emissions of 793,266 MTCO₂e from the following sectors:

1. Electricity (44%)
2. Natural Gas (36%)
3. Waste (2%)
4. Transportation (17%)
5. Municipal Operations (1%)

A detailed Emission Inventory is available in Appendix A: Emissions Inventory.
Target Years

Achieving the goals put forward in this plan requires immediate and ambitious action by the City and everyone who lives, works, and plays in Evanston. The target years of 2025, 2030, 2035 and 2050 provide specific milestones for action and achievements. The measure of success between now and 2050 may shift considerably as metrics evolve, and as new technologies and trends emerge. For this reason, the 2050 targets indicated in the plan are limited by current knowledge, but align with the vision for Evanston in that year.

Some of the goals outlined in this section are straightforward outcomes of policies and programs that start at the City government level. Others require innovative partnerships, broad-reaching education programs, incentives, creative funding strategies and a culture shift in how we live, work, travel and consume today. Staying on track to meet our 2025, 2030, 2035 and 2050 targets will require adapting, adjusting and innovating future iterations of this plan and its metrics. Therefore, the plan will be regularly updated to ensure it is relevant and at the cutting-edge of technology, innovation and environmental and social justice.

The Climate Mitigation section of the plan is split into six Focus Areas with corresponding Goals, Actions and Performance Metrics.

<table>
<thead>
<tr>
<th>Focus Areas</th>
<th>Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Efficiency</td>
<td>Reduce building energy consumption by 35% by 2035 (from 2005 levels).</td>
</tr>
<tr>
<td>Renewable Energy</td>
<td>Achieve 100% renewable electricity supply for all Evanston accounts by 2030.</td>
</tr>
<tr>
<td>Zero Waste</td>
<td>Increase the community waste diversion rate to 50% by 2025, 75% by 2035 and Zero Waste by 2050 (from 2017 levels).</td>
</tr>
<tr>
<td>Transportation and Mobility</td>
<td>Reduce vehicle miles traveled; increase trips made by walking, bicycling and transit. Increase use of electric vehicles; decrease carbon emissions from vehicles and equipment.</td>
</tr>
<tr>
<td>Urban Canopy and Green Space</td>
<td>Preserve and restore Evanston’s urban canopy, natural areas, native vegetation and green space to maintain and increase carbon sequestration, improve stormwater runoff detention, improve air quality, energy efficiency and livability and reduce adverse urban impacts on humans and key species such as birds and pollinators.</td>
</tr>
<tr>
<td>Outreach, Education and Behavior Change</td>
<td>Educate, motivate and empower Evanston residents, institutions and businesses to take meaningful action to fight climate change and improve community resilience.</td>
</tr>
</tbody>
</table>

Electricity Aggregation:
Since 2012, the City has provided 100% renewable energy to participating residents in the City’s electricity aggregation program. This program has resulted in a reduction of 445,154 MTCO₂e of emissions, which is equivalent to 95,322 passenger vehicles driven for one year.
Building Efficiency

Goal
Reduce building energy consumption by 35% by 2035 (from 2005 levels).

Building energy consumption is the largest source of greenhouse gas emissions in Evanston and accounts for roughly 80% of the community’s emissions. Overall electricity emissions decreased significantly since 2005, however, this reduction is primarily the result of the purchase of renewable energy credits as part of Community Choice Electricity Aggregation (Aggregation) as well as the overall improvement in emission factors for the regional power grid (i.e. coal generation being replaced with less carbon-intensive generation such as natural gas and renewable energy sources). A detailed explanation of electricity consumption and corresponding emissions calculations is located in Appendix A.

Actions in this section will improve building efficiency and reduce energy consumption. Decreasing energy consumption can lead to cost-savings, reduced strain on systems and infrastructure and improved public health outcomes.

Actions
   a. Use best practices in each category of green building standards, including aspects of LEED Platinum, Passive House (PHIUS), Green Globes, Living Building Challenge, American Institute of Architects (AIA) 2030, and Enterprise Green Communities. Address all aspects of the building, including construction, energy use, water use, impacts on nature and wildlife (e.g. birds), and on the community (e.g. transportation).
   b. Require NZE building codes for residential and commercial new construction and retrofits by 2030.
   c. Include energy audits as part of the building permit approval process for residential, commercial and industrial modifications and additions.
2. Update the energy and water benchmarking ordinance to gather information on renewable energy purchases, renewable energy on-site generation, energy efficiency upgrades, waste management data (recycling, composting) and other relevant information.
3. Adopt policies that require retro-commissioning for larger buildings and building energy audits for smaller buildings.
4. Create a Property-Assessed Clean Energy (PACE) financing program to support residential and non-residential energy efficiency initiatives.
5. Increase water efficiency and reduce daily per capita water usage.
   a. Update and implement the Evanston Water Conservation and Efficiency Plan developed by CMAP in 2014.
   b. Facilitate reduction of water use by top 20 customers. Request large institutions and businesses to identify specific opportunities for employees or customers to conserve water and incorporate water efficiency into internal operations.
6. Institute a residential energy performance transparency program to help homebuyers understand the energy performance of homes they are considering for purchase.
7. Create an education and incentive program to empower and encourage residents, businesses and building-owners to reduce energy consumption.

Climate Mitigation

Northwestern University Reduction in building energy consumption by 20% by 2020:
Northwestern has been an active partner of the US Environmental Protection Agency’s ENERGY STAR® program since 2015. Northwestern follows the program’s Guidelines for Energy Management and uses its Portfolio Manager software to benchmark and track University energy, water and waste performance.

Rotary International to Pursue LEED Platinum by 2022:
Headquarters, located in Evanston, achieved LEED Gold certification in 2012 and 2017 and is EPA Energy Star-certified. Rotary has committed to having 100% of their facility electricity come from renewable sources, to pursue LEED Platinum certification, and reduce building energy costs by using less energy.
Focus Area Impact and Performance Metrics

Building energy consumption accounts for the largest single source of greenhouse gas emissions in Evanston. Completing actions to reduce energy consumption will take time, but ultimately could lead to the largest reduction in emissions.

<table>
<thead>
<tr>
<th>Target year</th>
<th>Metric Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>Reduce building energy consumption by 25% from 2005 levels</td>
</tr>
<tr>
<td>2035</td>
<td>Reduce building energy consumption by 35% from 2005 levels</td>
</tr>
<tr>
<td>2050</td>
<td>Reduce building energy consumption by 50% from 2005 levels</td>
</tr>
<tr>
<td>Annual</td>
<td>Total energy consumed in applicable units</td>
</tr>
<tr>
<td>Annual</td>
<td>Average daily water consumption per capita</td>
</tr>
<tr>
<td>Annual</td>
<td>Number, type and energy-use intensity of buildings participating in implemented programs (i.e. benchmarking, retro-commissioning, etc.)</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of high performance residential and commercial buildings</td>
</tr>
</tbody>
</table>

Outreach and Engagement

1. Identify strategies and funding to support residents and businesses in implementing energy efficiency improvements and energy usage reductions.
2. Educate the community about existing incentive programs through Nicor Gas and ComEd and other entities and prioritize connecting eligible properties with utility rebate and efficiency programs.
3. Pursue utility investments and benefits for Evanston residents, particularly those that benefit low-income residents.
4. Encourage buildings to pursue third-party sustainable building certifications such as Green Globes, Passive House (PHIUS), LEED, etc.
Goal
Achieve 100% renewable electricity supply for all properties in Evanston by 2030.

In 2017, Mayor Hagerty joined the Sierra Club’s Mayors for 100% Clean Energy. Although purchasing renewable energy credits (RECs) has played a large part in working toward this goal, the City also values onsite generation of renewable energy through sources such as wind, solar and geothermal installations within Evanston and the region. The included actions seek to provide competitive renewable energy options to all Evanston customers.

Shifting to renewable energy sources can result in cost-savings to residents and businesses. It will grow demand for renewable energy and stimulate job growth in related fields. As more renewable energy sources replace carbon-based sources, overall air quality will improve and there will be a reduction in carbon-based environmental contaminants in the air, water and soil nationally.

Actions

1. Continue Community Choice Electricity Aggregation (Aggregation). Explore expanding the reach of the Aggregation program and tighten sourcing requirements to encourage/require energy suppliers to directly invest in renewable energy.

2. Increase renewable energy supply options beyond Aggregation by supporting community solar and other renewable energy generation projects.

3. Create an educational program to inform commercial properties about renewable energy opportunities. Incentivize businesses to purchase renewable energy (such as through a sustainable business recognition program).

4. Evaluate the options available for the City to increase the supply of renewable energy to Evanston customers not eligible for Aggregation, such as Community Solar Subscriptions, development of a municipal alternative retail electric supplier (ARES), Power Purchase Agreements, etc.

Focus Area Impact and Performance Metrics

Switching to renewable sources of electricity and purchasing renewable energy either directly or through Renewable Energy Credits (RECs) and offsets would eliminate greenhouse gas emissions from electricity consumption in Evanston.

<table>
<thead>
<tr>
<th>Target year</th>
<th>Metric Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>75% renewable electricity supply for all Evanston accounts</td>
</tr>
<tr>
<td>2030</td>
<td>100% renewable electricity supply for all Evanston accounts</td>
</tr>
<tr>
<td>Annual</td>
<td>Number, size and output of onsite renewable energy installations in Evanston</td>
</tr>
<tr>
<td>Annual</td>
<td>Total megawatt hours (MWh) of renewable energy supplied to Evanston customers</td>
</tr>
</tbody>
</table>

Outreach and Engagement

1. Implement a sustainable business recognition program focused on increasing access to renewable energy supply options, reducing energy consumption and improving energy efficiency, waste reduction and diversion strategies, resource efficiency, sustainable purchasing and cost-savings.

2. The City, in partnership with local non-profits, will provide information and resources on the installation of onsite renewable energy systems.
Zero Waste

Goal
Increase community waste diversion rate to:

- 50% — by 2025
- 75% — by 2035
- 100% — Zero Waste

All diversion rates measured from a 2017 baseline (see Appendix A for details).

Disposal of waste only accounts for 2% of community emissions, yet material consumption and corresponding waste systems have significant environmental and climate impacts that are not included in calculations of community greenhouse gas emissions data. Given that measurements of these consumption and waste systems have yet to be refined and the significant impact of food waste, plastic pollution and demolition waste on the environment, developing a Zero Waste Strategy is considered a primary action within the plan. Furthermore, Evanston’s 2017 community-wide waste diversion rate was 21% and has held steady at around 20% since 2012, which is far below its potential.

Actions in this category seek to meaningfully reduce the amount of waste generated, encourage more sustainable consumption behaviors, support the circular economy and develop and implement a Zero Waste Strategy. Additional benefits of actions in this section include reduced environmental and social impacts of waste disposal, improved air and water quality, improved public health, cost-savings, and potential job growth in related sectors.

Actions
1. Create and Implement a Zero Waste Strategy
   a. Combat food waste by requiring retailers and restaurants to donate, reduce, reuse, or compost their unsold food, creating “zero-waste sections” where products are sold close to their expiration dates, and designating “zero-waste coaches” to raise awareness among staff and help manage products reaching the end of their marketable life. Edible unsold products shall be donated. When not edible, organic waste shall be composted through a City-approved vendor.
   b. Eliminate petroleum-based, single-use products through phasing out the use of single-use plastics by 2025. Require food service retailers to use biodegradable, compostable or recyclable packaging (per City of Evanston recycling specifications). Explore the feasibility of establishing a reusable takeout container service.
   c. Implement a plastic straw and stirrer-free or opt-in policy for businesses that provide food and/or beverage services, with appropriate options for people with disabilities.
   d. Reduce construction and demolition waste by ensuring that strong recycling and reuse requirements are met for all building-related permits. Require that all real estate developments that receive financial assistance from the City or special zoning approval adhere to a higher standard of recycling and reuse.

2. Require recycling at all properties. Adopt policies that provide all properties equal access to waste diversion services such as recycling and composting. Require that all properties make recycling receptacles clearly accessible to tenants, patrons and visitors. Facilitate, encourage and incentivize all properties to engage in a composting program.

3. Update and revise the disposable plastic shopping bag ban to achieve its intended outcome.

4. Enforce the Cook County Demolition Debris Diversion Ordinance and strive to exceed minimum requirements in the revised building code.

5. Support the preservation, reuse, repurposing and retrofit of existing structures to reduce demolition waste, preserve the embodied energy and materials, while avoiding the energy usage related to demolition.

Composting:
In 2017, the City launched the largest municipal compost collection program in Illinois. The program provides service options to all properties in Evanston in partnership with Collective Resource, an Evanston and woman-owned business. Diverting food from the landfill can reduce methane generation and allow waste food to be turned into a nutrient-rich soil amendment.
Focus Area Impact and Performance Metrics

Achieving the ambitious goal of Zero Waste will have numerous and significant positive impacts beyond the direct reduction in greenhouse gas emissions. Achieving Zero Waste has the potential to change local consumption habits, reduce costs associated with landfills, create jobs, and energize circular economy practices throughout the community.

<table>
<thead>
<tr>
<th>Target year</th>
<th>Metric Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>Community waste diversion rate of 50% from 2017 levels</td>
</tr>
<tr>
<td>2035</td>
<td>Community waste diversion rate of 75% from 2017 levels</td>
</tr>
<tr>
<td>2050</td>
<td>Community waste diversion rate of 100% from 2017 levels</td>
</tr>
<tr>
<td>Annual</td>
<td>Total weight of material disposed of within the community by month and type</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of active accounts per waste service</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of deconstruction projects in Evanston annually</td>
</tr>
<tr>
<td>Annual</td>
<td>Total weight of reclaimed material utilized in projects, renovations and new construction</td>
</tr>
</tbody>
</table>

Outreach and Engagement

1. Educate the community on waste management strategies starting with reducing consumption, followed by reusing, repurposing, recycling, and composting.
2. Participate in the “Love Food Hate Waste” campaign or a similar program to encourage food waste reduction on a community-wide scale.
3. Conduct a Zero Waste campaign.
4. Encourage schools to establish Zero Waste lunchrooms and classrooms.
5. Encourage grocery stores to offer bulk food sales to reduce packaging.
6. Encourage and support creative solutions to consumption reduction: reuse, repair, and repurposing initiatives, including tool libraries, library of things, swap events, food-share opportunities, repair clinics, etc.
7. Promote the purchase of compost made in Illinois.
8. Provide a copy of the Cook County Demolition Debris Diversion ordinance with appropriate City permit materials.
Transportation and Mobility

Goal 1
Reduce vehicle miles traveled; increase trips made by walking, bicycling and transit.

Goal 2
Increase use of electric vehicles; decrease carbon emissions from vehicles and equipment.

Transportation systems accounted for 17% of Evanston’s emissions in 2017. Transportation-related emissions and transportation activity in Evanston are difficult to measure, thus the data included in the inventory is modeled data from the Chicago Metropolitan Agency for Planning (CMAP)’s regional transportation model scaled down for Evanston (details in Appendix A). Given the limited local data on all forms of transportation and mobility, it is recommended that the first step in taking meaningful action to reduce transportation and mobility emissions is to develop and implement a comprehensive multimodal transportation data collection program that includes vehicle-miles-traveled (VMT). This program, once established, will be used to evaluate the impact and effect of policies on Evanston’s transportation systems by mode.

Actions in this section focus on helping the community to shift to low- or non-polluting transportation modes such as walking, bicycling, and using public transit. Additionally, the actions support the expansion of the use of electric vehicles or other zero-emission vehicles (ZEVs) in the public and private sector and the infrastructure necessary to support this expansion. Shifting to low- and non-polluting modes of transportation while also increasing the use of zero-emission vehicles and equipment, and decreasing the use of combustion-engine vehicles and equipment, will have positive effects on public health through increased active lifestyle habits and improved air quality.

The transition from petroleum-powered vehicles to electric vehicles will require changes (upgrades) in fleets, personal vehicle purchases, and perhaps most importantly, electric vehicle infrastructure, namely charging stations for commercial and personal use. This section identifies the top priorities in each of these areas.

Preliminary Step
Develop and implement a comprehensive multimodal transportation data collection program that includes vehicle-miles-traveled (VMT), the mode-share for each (walking, bicycling, transit, driving alone and carpooling), and route selection through routine traffic counts for both roadways and key bicycle routes. The data collected should be able to assess the impacts of infrastructure improvements, increased development and other related policy changes on travel behavior. This data collection effort should include ride-share data provided by ride-share operators and commercial VMT attributed to trucks and delivery vehicles to better understand the impacts on overall community VMT. The process of developing a regular and comprehensive transportation data collection program may initially require external resources. The City will explore potential partnerships with local institutions and organizations to accomplish this preliminary step.
Goal 1 Actions

1. Continue implementation of transportation-related City plans, including the Multimodal Transportation Plan, the 2014 Bike Plan Update, the Health Department’s EPLAN, and the Complete Streets Policy.
   a. Expand safe, convenient and complete networks in Evanston for pedestrians, bicycles and transit; facilitate the expansion of strong bicycle and transit connections between Evanston and neighboring communities.

2. Foster active transportation habits in Evanston residents by:
   a. Providing bicycle and pedestrian safety and skills training to all school-aged children in Evanston with an accompanying program to educate parents and all interested adults. Conduct a “share-the-road” public education campaign to educate drivers about safe and respectful driving behavior mindful of pedestrians and bicyclists.
   b. Conduct Safe Routes to Schools audits for all Evanston elementary and middle schools to identify infrastructure improvements that would enhance pedestrian and bicycle safety and encourage trips to school on non-polluting modes of transportation.

3. Through revision of the building code, ensure that developers undertaking new development or redevelopment projects adopt practices and include infrastructure that encourages trips by walking, bicycling and on transit through:
   a. Reducing the amount of parking.
   b. Providing incentives such as density bonuses or expedited review for development projects that have mixed-used zoning (residential, retail and office uses) and commit to sustainable transportation practices. For example, prioritizing access by pedestrians and bicyclists, providing electric vehicle charging stations and discounted transit passes, as well as fee-appropriate parking.

4. Monitor impacts of ride-sharing services and work with ride-share operators to determine appropriate strategies to reduce unnecessary VMTs and incentivize the use of electric and hybrid vehicles. Assess fees relative to the impacts identified and earmark them for investments in transit, bicycle and pedestrian networks.

Performance Metrics

<table>
<thead>
<tr>
<th>Target year</th>
<th>Metric Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>Reduce community vehicle miles traveled by 20% from 2005 levels</td>
</tr>
<tr>
<td>2035</td>
<td>Reduce community vehicle miles traveled by 35% from 2005 levels</td>
</tr>
<tr>
<td>2050</td>
<td>Reduce community vehicle miles traveled by 50% from 2005 levels</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of trips made by walking</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of trips made by bicycling</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of trips made by public transit</td>
</tr>
</tbody>
</table>
Goal 2 Actions

1. Incentivize electric vehicle infrastructure (charging stations).
   a. Work with neighboring communities to incentivize electric vehicle infrastructure by identifying appropriate locations that are convenient to residents of multiple communities.
   b. Establish an expedited process through the City’s zoning and building code for electric vehicle charging infrastructure.

2. Partner with fleet operators and transit providers to work towards a goal that buses and fleets based and operating in Evanston, including school buses, be 100% electric by 2035 (50% electric by 2025). Work with transit agencies and bus companies to take advantage of federal transit grant opportunities to purchase new electric vehicles.

3. Educate fleet operators and residents about the no idling law and enforce it consistently, as well as create steeper fines for diesel vehicles, such as buses and construction vehicles and equipment.

4. Phase out the use of gas- and propane-powered leaf blowers, lawn mowers and construction equipment; provide a timeline by which they need to be replaced with electric or battery-powered options.

Performance Metrics

<table>
<thead>
<tr>
<th>Target year</th>
<th>Metric Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>Buses and fleets based and operating in Evanston are 50% electric</td>
</tr>
<tr>
<td>2035</td>
<td>Buses and fleets based and operating in Evanston are 100% electric</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of electric vehicles registered in Evanston</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of public charging stations located in Evanston</td>
</tr>
<tr>
<td>Annual</td>
<td>Percentage of city-owned fleet converted to electric vehicles</td>
</tr>
</tbody>
</table>

Focus Area Impact

Mode shifts, electrification of transit and private vehicles, as well as the impending proliferation of autonomous vehicles, will change the transportation and mobility landscape in Evanston. These changes will likely lead to an increase in electricity consumption, which can and will be purchased renewably, thus reducing emissions from transportation.

Outreach and Engagement

1. Implement initiatives to educate residents about electric vehicles and related infrastructure.
2. Explore the use of a mobile app to educate Evanston residents about travel mode options and routes, and encourage, possibly through incentives, more trips using non- and low-polluting modes of transportation.
3. Advocate at the regional and state levels to maintain or expand the bus transit network in Evanston.
4. Partner with the Active Transportation Alliance and School District 65 to do safety audits of the walking and bicycling routes to all Evanston elementary and middle schools.
5. Explore funding opportunities through the Illinois Safe Routes to Schools grant program to make safety improvements on school walking and bicycling routes.
6. Develop a strategy to work with landscaping and construction industry contractors to eliminate the use of gas- and propane-powered equipment prior to the phase-out.
Urban Canopy and Green Space

Urban Canopy, Natural Areas and Green Space Preservation and Restoration for Mitigation and Resilience

Goal
Preserve, restore, and expand Evanston’s urban canopy, natural areas, native vegetation and green space to maintain and increase carbon sequestration, improve stormwater runoff detention, improve air quality, energy efficiency and livability and reduce adverse urban impacts on humans and key species such as birds and pollinators.

The presence of an urban canopy, natural areas, and green space provide a multitude of habitat, mitigation and resilience benefits to the community. A healthy urban canopy provides demonstrable carbon sequestration, improved air quality, stormwater absorption, and cooling and shading benefits to the community. Evanston’s trees sequester approximately 24,985 MTCO$_2$e. Continuing to invest resources into maintaining and improving the health of the canopy will increase carbon sequestration, improve stormwater absorption and increase shading and cooling benefits. In addition, many forms of fauna rely on natural and green spaces in Evanston for food and shelter. Supporting these habitats and improving their resilience in the face of climate change is imperative to supporting local ecosystems.

The actions in this section seek to support and protect Evanston’s urban canopy, green space, natural areas and overall ecosystems. The additional benefits related to the initiatives in this section include enhanced public health and livability through improved air and water quality, cost-savings related to the cooling and shading effects of trees, and healthier ecosystems.

Actions
1. Prioritize replacing and planting additional trees on public property and assist residents with replacing trees on private property. Consult the Trees for 2050 publication developed by the Chicago Botanic Garden to guide tree selection for climate resilience.
2. Commit to protect, conserve, and expand natural areas throughout the city such as Isabella Woods, Clark Street Beach Bird Sanctuary, the North Shore Channel, Perkins Woods, existing habitat, etc.
3. Adopt a tree preservation ordinance that requires obtaining a permit for tree removal on private property; include exceptions for diseased and nuisance trees; develop a fee structure that does not overburden income-constrained property owners.
4. Prioritize planting and preservation of native species of plants and trees on public and private property through education, incentives and other promotional programs. Ensure that landscaping requirements articulated in the zoning code include the preservation of the maximum possible number of existing trees, the use of native plantings and the preservation of natural areas whenever possible.
5. Reduce pesticide (insecticides and herbicides) and chemical fertilizer use community-wide through City policy and community education.

I Heart Evanston Trees and RePlant Express:
Since 2006, the invasive emerald ash borer, Dutch Elm disease, and intense weather events have claimed as many as 400 trees per year in Evanston! Trees clean the air, sequester carbon, absorb and filter stormwater, provide shade, help cool surrounding areas through evapotranspiration, and can increase property values. To combat these losses, the I Heart Evanston Trees and RePlant Express programs were created to raise funds to plant replacement trees.
Focus Area Impact
Quantifying emissions reduction and sequestration values is a challenging measurement process at the local level for urban canopy and green spaces. Maintaining green space, natural areas and the urban canopy in healthy and thriving condition improves Evanston’s resilience to climate change and supports incremental reductions in greenhouse gas emissions.

Performance Metrics

<table>
<thead>
<tr>
<th>Target year</th>
<th>Metric Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>500 net new trees planted</td>
</tr>
<tr>
<td>2035</td>
<td>1,000 net new trees planted</td>
</tr>
<tr>
<td>2050</td>
<td>2,000 net new trees planted</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of properties with Natural Wildlife Federation Wildlife Habitat Certification</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of pesticide-free public parks and other properties</td>
</tr>
</tbody>
</table>

Outreach and Engagement
1. Review and enhance the City’s public health procedures, information and messaging to encourage local gardening, composting, leaving leaves, and reducing chemical fertilizers and pesticides.
2. Support community volunteers such as participants in Openlands TreeKeepers program.
3. Post information about the City pesticide policy at City properties, include the policy in the City’s annual mailing to landscapers, and encourage voluntary steps to reduce pesticides.
Goal

Educate, motivate and empower Evanston community members, institutions and businesses to take meaningful action to fight climate change and improve community resilience.

Collective and decisive action by all residents, institutions and businesses is needed for Evanston to meet its climate action and resilience goals. Educating all members of the community about climate change, its impacts and solutions is critical. Actions in this section aim to educate, motivate and empower all community members to play a part in the Climate Action and Resilience Plan.

Strategic action is needed at all levels, including the individual level. The average annual carbon footprint of a person living in the U.S. is 16.2 MTCO2e*. This is greater on average than any other nation in the world—twice as much as the average person in Europe or Japan and ten times as much as the average person in India. Every resident should aim to reduce their own carbon footprint and adopt behaviors that are more sustainable, reduce climate change, and increase resilience.

Actions

1. Engage both school districts and private schools to explore the possibility of developing and implementing an environmental education-integrated curriculum
2. Expand environmental education locations and programming within Evanston specifically to raise awareness about climate change and its effects on the community and the world
3. Establish a carbon footprint data collection program through surveys to community members and businesses
4. Establish a “MyCARP” program for residents to build their own climate action and resilience plans to empower them to take meaningful actions to reduce their own carbon footprint and increase their resilience
5. Implement a “Green Me, Green E” publicity campaign to build awareness, create buy-in and possibly raise funds for climate mitigation and resilience efforts
6. Implement a sustainable business recognition program to publicly recognize businesses with a commitment to sustainable practices
7. Protect and expand community garden programs to encourage local food production, through dedicated space and increased education efforts.

Focus Area Impact

Individual awareness about the impacts of climate change and what can be done to reduce Evanston’s impact and prepare for changes are prerequisites for the success of all of the focus areas within this plan. Empowering community members to take meaningful action will lead to larger systems change.

Performance Metrics

<table>
<thead>
<tr>
<th>Target year</th>
<th>Metric Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>Each resident reduces their carbon footprint by at least 10%</td>
</tr>
<tr>
<td>2035</td>
<td>Each resident reduces their carbon footprint by at least 25%</td>
</tr>
<tr>
<td>2050</td>
<td>Each resident reduces their carbon footprint by at least 50%</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of businesses recognized by the sustainable business recognition program</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of residents participating in the “MyCARP” initiative</td>
</tr>
<tr>
<td>Annual</td>
<td>Number of public events held to educate, motivate and empower residents and businesses to learn about climate change and climate solutions</td>
</tr>
</tbody>
</table>
Climate resilience is the task of evaluating the changing climate and preparing the community for anticipated changes and the impact they will have on the community and its infrastructure.

The local impacts of climate change in Evanston were identified through the City’s participation in the Urban Sustainability Directors Network (USDN) Socioeconomic Climate Mapping Tool Project. The resulting Climate and Socio-economic Vulnerability Assessment helped City staff understand local climate data. The primary local climate hazards and their impacts identified are:

### Evanston Climate Hazards

<table>
<thead>
<tr>
<th>Climate Hazard</th>
<th>By Mid-Century 2050</th>
<th>By End-Century 2075</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extreme Heat</td>
<td>↑</td>
<td>↑↑</td>
<td>Increase in extremely hot days, over 95°F and 100°F</td>
</tr>
<tr>
<td>Shorter Winters</td>
<td>↓</td>
<td>↓↓</td>
<td>Decrease in number of days below freezing</td>
</tr>
<tr>
<td>Storms</td>
<td>↑</td>
<td>↑↑</td>
<td>Increase in extreme precipitation events</td>
</tr>
<tr>
<td>Drought</td>
<td>?</td>
<td>↑</td>
<td>Increase in drought conditions</td>
</tr>
</tbody>
</table>

### Evanston Climate Impacts

<table>
<thead>
<tr>
<th>Climate Impact</th>
<th>By Mid-Century 2050</th>
<th>By End-Century 2075</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure Stress</td>
<td>↑</td>
<td>↑↑</td>
<td>With increased heat and severe storms physical infrastructure will be tested</td>
</tr>
<tr>
<td>Human Migration</td>
<td>?</td>
<td>?</td>
<td>The Chicago region may see an influx of climate refugees</td>
</tr>
<tr>
<td>Flooding</td>
<td>↑</td>
<td>↑↑</td>
<td>Higher risk of flooding and associated damage</td>
</tr>
<tr>
<td>Invasive Species/Pests</td>
<td>↑</td>
<td>↑</td>
<td>Increase in invasive species and pests</td>
</tr>
<tr>
<td>Air Pollution</td>
<td>↑</td>
<td>↑</td>
<td>Poor air quality and increase in aeroallergens</td>
</tr>
</tbody>
</table>

In order to respond to these threats six Focus Areas have been identified that demand policy and program solutions to ensure that Evanston remains a resilient community in the face of climate change.

### Climate Resilience Focus Areas

- Green Infrastructure
- Health Impacts of Extreme Heat
- Resilience Regulations
- Community Networks and Education
- Emergency Preparedness and Management
- Vulnerable Populations
Green infrastructure is a product, technology, or practice that uses natural systems or engineered systems that mimic natural processes to enhance overall environmental quality and provide utility services. Green infrastructure techniques apply to the use of soils and vegetation for infiltration, evapotranspiration, and/or recycling of stormwater runoff.” —Federal Environmental Protection Agency (EPA).

In Evanston, there is a long history of investing in stormwater infrastructure primarily through the implementation of grey infrastructure such as: sewer pipes, pumps, detention ponds, and other human-made infrastructure. The implementation of green infrastructure in appropriate locations throughout Evanston can reduce potential flooding risks and potential capital expenses associated with grey infrastructure.

Based on available data, there is a high probability of an increase in the number and impact of damaging floods in Evanston in the future. Most impacts will be moderate (since riverine flooding is not a threat in Evanston), such as overland flooding of homes and sewer system backups. Additionally, depending on the severity of increased precipitation, flooding could negatively impact the water quality in Lake Michigan through the release of contaminants. Although this is a remote possibility, it would be very severe if it occurred, and climate change can lead to unpredictable outcomes (see, for example, the algae blooms that caused toxic drinking water contamination in Toledo, Ohio).

Actions

1. Contribute to zero occurrences of combined sewer overflows (CSOs) which can result in the opening of the Wilmette locks to release untreated wastewater into Lake Michigan.

2. Enhance stormwater systems to handle an increase in severe weather events.

3. Prioritize managing stormwater before it enters the sewer system through a combination of overland flow, detention, and infiltration strategies (for example, permeable surfaces).

4. Target specific types of infrastructure to implement green infrastructure including: parking lots, alleys, parks, vacant lots, parkways, and grading near sidewalks. In addition, identify property owned by other public entities that have a high potential for improved ecological management to improve stormwater management functions (school districts, Metra, Chicago Transit Authority (CTA), and Metropolitan Water Reclamation District (MWRD)).

5. Promote native landscaping, restore and conserve habitat; encourage rain gardens on private property, avoid turf grass, and convert City-owned space to include stormwater absorption features. Tree selection should consider those on the “Adaptive Planting List” which will thrive in our future local climate (refer to Chicago Botanic Garden’s “Trees for 2050” and other related assessments).

6. Prioritize tree planting and maintenance on public property.

7. During and immediately after major rainfall events, deploy an education and communication plan in coordination with the appropriate partners such as MWRD and Friends of the Chicago River to alert residents, businesses and institutions to delay activities that will contribute wastewater (such as doing laundry) until the treatment process can catch up with the overloaded combined sewer system.

8. Reduce water consumption.

9. Develop a program to provide incentives to property owners for improved stormwater management to be paid for in part by a stormwater utility fee assessed based on the amount of stormwater generated by a property. Include an evaluation of a stormwater utility fee on lower- and moderate-income residents and property owners.

10. Prepare a comprehensive plan for stormwater management that goes beyond baseline regulatory requirements and includes green infrastructure with the goal of eliminating CSOs.
Health Impacts of Extreme Heat

An increase in number of hot days annually and temperature increases overall can cause negative health impacts, particularly to community populations and ecosystems that are already susceptible to temperature increases. The elderly, children, workers who perform outdoor labor and individuals involved in outdoor recreational activities will be most impacted. Primary health impacts include increased risk of heat stroke and exhaustion and a decrease in overall air quality. These conditions can exacerbate existing health conditions such as cardiovascular disease, allergies, respiratory illness, etc.

Extreme heat, together with related air quality problems, poses an immediate and severe threat to human health, particularly for vulnerable populations. The following actions seek to reduce the adverse impacts of extreme heat.

Actions

1. Establish cooling centers and provide information to the community to ensure vulnerable residents are aware of these services, including direct messaging at community facilities and through health providers.

2. Provide guidance through resource material to social service providers so they are aware of best practices in treating client needs during an extreme heat event.

3. Develop materials instructing residents how to reduce exposure to ground level ozone. (Promote improvements to indoor air quality for homes, schools, childhood learning centers, institutions, and businesses, such as requiring healthy Indoor Environment and Indoor airPLUS protocols for all new construction.)

4. Plant shade trees to limit the need for indoor cooling and reduce temperatures at parks, playgrounds, and other outdoor spaces.

5. Investigate programs to reduce cost barriers that limit access to cooling assets such as Evanston beaches and pools during extreme heat events.
New construction and modification to existing buildings are highly influenced by City zoning and building codes. Building codes, zoning ordinances, minimum parking requirements, landscaping regulations, and other requirements must support climate resilience strategies. Ensuring that new construction and renovations incorporate sustainable practices will improve climate resilience.

**Actions**

1. Conduct a review of relevant City regulations, policies and practices and determine how climate resilience strategies can be incorporated.

2. Reduce vulnerability to flooding through provisions for locating mechanical and electrical equipment in above-ground building areas, and encourage alternative energy generation and energy storage systems.

3. Revise or implement building codes that reduce threats to vulnerable wildlife species, particularly birds (migratory and local).

4. Update plumbing codes to allow for non-potable water reuse for irrigation and other domestic uses.
Community Networks and Education

Community awareness and preparedness for climate change and its impacts is fundamental, and an educated community is necessary for many of the City’s actions to be effective. City programs to improve resilience will not be effective unless residents and businesses participate.

Actions

1. Educate residents about the impacts of climate change and develop messages that inspire action. Identify areas (physical places or regular public service announcements) to communicate City efforts, call for volunteers, and raise general awareness.

2. Improve resilience through education at public events (street fairs, farmers’ markets, and festivals). Increase awareness of climate change impacts and emphasize the need for household and neighborhood preparation. Create activities and messages that capture public interest.

3. Improve awareness among residents of the impacts of their actions on the environment, water quality, and waste generation. Educate residents and businesses on proper disposal methods for cosmetics, medications, and other products that contain potentially harmful chemicals.

4. Emphasize steps individuals can take to improve emergency preparedness. Increase awareness of City and other alert systems.

5. Provide education around vegetation management of trees and how proper management can reduce storm-related power outages.

6. Identify funding sources to facilitate a financial aid arrangement to assist property owners in conducting preventive vegetation management and assist with costs related to post-storm, tree clean-up.

7. Enhance community networks and connections for those who require special attention, such as the elderly, homebound, disabled, isolated, or those likely to be in need of financial assistance during or after extreme weather events (heat, cold and heavy precipitation).

8. Facilitate education about, and membership in, the existing North Shore Village organization.

9. Establish a “Neighbors Helping Neighbors” program.

10. Partner with local sustainability organizations to foster public volunteer efforts to maintain and grow park systems and green infrastructure, through tree plantings and integrated invasive species control. These programs could help contain costs and foster public involvement. Potentially hold partnered events on environmentally focused holidays such as May Day, Arbor Day, Earth Day, solstices, Mother’s Day, Father’s Day, etc.

Presbyterian Homes:
This independent, not-for-profit organization will encourage carpooling among employees, upgrade lighting to LEDs, increase native plant species on their property, and purchase the most up-to-date HVAC systems. Future goals include developing a certified garden habitat at Westminster Place, one of their Evanston properties, and obtaining 100% of their energy from renewable sources by 2028.
Emergency Preparedness and Management

In addition to an educated and prepared community, the City also needs to use best practices in emergency preparedness, management and response. The City is a front-line responder to the extreme weather events associated with climate change, and must have effective systems and processes in place to manage and respond to emergencies as they occur.

Actions

1. Update or develop a community resilience plan to prioritize and prepare for responses in the event of a disaster and extreme weather events. Identify the location of critical facilities including hospitals, medical service providers, senior homes, childcare facilities, shelters, major and alternate transportation routes, public transit facilities and locations where hazardous chemicals are used or stored.

2. Improve the resilience of emergency response and communications systems. The City Manager’s Office will work with the Health and Human Services Department (HHS) Emergency Response Coordinator (ERC) and the City’s Emergency Manager for employee and resident emergency communications. They will routinely test and utilize communications systems and build in notifications and alerts for extreme environmental situations.

3. Continue to involve key community partners, such as hospitals, in emergency preparedness and management. Include the impacts of climate change as emerging threats in future response planning.

4. Ensure that facilities that serve vulnerable populations are resilient to climate hazards. Develop model procedures for ensuring both City and non-City facilities employ best practices in the event of an emergency such as flooding, power outages, extreme heat, etc.

5. Update the City emergency plans with specific climate change-related emergency materials. These could include press release templates, information on cooling/heating centers, specific plans for populations requiring mobility assistance, and steps to identify and help populations affected by extended power outages, flooding, etc.

6. Develop a debris management plan to support response to severe storm events and flooding.
The City has developed the following working definition for vulnerable populations relative to climate change hazards: community members who are placed at a disadvantage in preparing for and/or responding to climate hazards. These community members include, but may not be limited to: lower-income residents, people of color, immigrants, refugees, the elderly, children, people with disabilities, historically marginalized communities, renters, and those without access to cars. Different vulnerable populations will be affected depending on the climate hazard being experienced. It is expected that other populations will become vulnerable as a result of increasing climate hazards due to climate change.

Many climate hazards result in negative effects, which may include higher utility bills, increased probability of flooding, higher food costs, and other financial stresses. Vulnerable populations, by definition, are placed at a disadvantage when responding to and preparing for these effects. Addressing their needs is a matter of environmental and climate justice. A proactive approach to climate change is essential in protecting the community’s most valuable assets, its residents.

**Actions**

1. Identify current and future vulnerable populations.
2. Conduct targeted outreach with vulnerable populations to understand their needs and how the City can best assist them in preparing to meet those needs.
3. Assess City infrastructure and prioritize support for properties that provide services to vulnerable populations to ensure they are accessible.
4. Establish a protocol for providing assistance to populations that may face financial strain caused by climate hazards, such as higher utility bills, and identify funding sources to support those populations.
5. Investigate building improvement programs that would reduce energy consumption through added insulation, air sealing, passive energy systems, and higher efficiency equipment.
6. To buffer low-income residents from fuel price spikes, support alternative transportation modes such as transit, biking, and walking. Support renewable energy sources to provide resilience to energy price spikes.
The Climate Action and Resilience Plan Working Group recognizes that in order to achieve goals within the plan there must be robust implementation, external accountability and strong partnerships. The City will play a central role in coordinating partnerships, leading overall implementation and providing necessary information to allow accountability from external stakeholders such as relevant Boards, Committees, and Commissions and local stakeholder organizations.

Implementation and Accountability

1. Increase City personnel dedicated to Sustainability to ensure that the City is able to implement the plan effectively.
2. Request that the CARP working group continue as an independent task force to assist with implementing plan actions, to identify projects or programs that could be carried out by interested volunteer residents, such as education campaigns, fundraising, etc.
3. The City should prepare an annual report on the status of implementing the plan. Ensure systems are in place to effectively implement, monitor and measure the plan and the outcomes of the actions.
4. Explore the feasibility of instituting a climate action tax/fee to be paid by the largest producers of GHGs to pay the costs of implementing the actions of the plan. Such funds could be used to create low-cost loans or small grants to encourage residential energy efficiency improvements, particularly for income-qualified residents.
5. Follow the Guiding Principles with a specific focus on centering equity in implementing and evaluating the plan.

Partnerships

1. Partner with Citizens’ Greener Evanston to implement CARP strategies and continue community engagement and education programs.
2. Partner with the Evanston Public Library system to develop community education and outreach efforts.
3. Partner with ComEd and Nicor Gas on CARP initiatives and maximize incentive programs for residents and businesses.
4. Partner with energy service providers on energy efficiency strategies for residents.
5. Partner with the Solid Waste Agency of North Cook County (SWANCC) and the Evanston Rebuilding Warehouse to achieve Zero Waste goals.
6. Partner with all major employers to collectively implement CARP actions.
7. Partner with relevant Boards, Committees and Commissions (Transportation and Parking, Environment Board, Utilities Commission, Equity and Empowerment, etc.) to draft and send appropriate policies to the City Council and its committees.
8. Partner with local religious, spiritual and faith communities to further develop resident education and outreach efforts.
Commitments from Large Employers

Achieving ambitious goals such as Zero Waste, zero combined sewer overflows, 100% renewable energy and ensuring Evanston is a prepared and resilient community in the face of climate change, cannot happen without community leadership. Evanston is fortunate to have employers and organizations that are also civic leaders. Throughout the planning process the City worked with the following organizations to showcase their current and future contributions and commitments to sustainability and climate action.

**Evanston Community Foundation (ECF)**
- Educating the nonprofit community on actions they can take to reduce their impact on climate change and support the plan.
- Review the guidelines of ECF’s Climate Action Fund for opportunities to create long-term funding streams for this local carbon offset program.
- Explore opportunities to partner with the City of Evanston on joint grant ventures such as Partners for Places.

**NorthShore University HealthSystem**
- Achieve 50% of entire energy portfolio from renewable sources (RECs) by 2025.
- Achieve 30% recycling rate across NorthShore campuses by 2020.
- Increase the percentage of meat/poultry raised without the use of routine non-therapeutic antibiotics to 20% by 2020.

**Northwestern University**
- Reduce energy use intensity (energy use per square foot of space) 20% below 2010 levels by 2020.
- Increase landfill diversion rates to 50% of total waste generated by 2020.
- Achieve net zero emissions by 2050 from 2012 baseline (Reduce Scope 1 and 2 emissions by 30% by 2030).

**Presbyterian Homes**
- Westminster Place will commit to establishing a certified garden habitat and developing a pesticide management program by 2020.
- Pending resident support, Presbyterian Homes will develop a renewable energy program that will outline incremental increased commitments to renewable energy sources, resulting in a 100% utilization by 2028.
### Commitments

<table>
<thead>
<tr>
<th>Organization</th>
<th>Commitments</th>
</tr>
</thead>
</table>
| **Presence Saint Francis Hospital**               | • Reduce GHG emissions levels 50% by 2025.  
• Expand use of ENERGY STAR Portfolio Manager to track and reduce water usage and adopt US EPA WaterSense Program.  
• Reduce, divert and reuse 35% of construction and demolition material by 2025. |
| **Rotary International**                         | • Pursue LEED Platinum status by 2022.  
• Source 100% of electricity from renewable sources.  
• Reduce building energy costs by continuously improving systems’ efficiencies and reducing energy usage  
  o Switch to LED lighting  
  o Install hydronic economizer  
  o Update boiler system controls  
  o Replace variable frequency drives on chillers |
| **Evanston/Skokie School District 65**            | • Adopt the Next Generation Science Standards (NGSS), which introduce global climate change, to middle school students.  
• Replace existing fluorescent lighting with LED lighting, which could cut electric consumption by 50% by 2028.  
• Eliminate Styrofoam™ trays in school cafeterias and replace with compostable trays that will be picked up and composted by a third party. Implement recycling in all school cafeterias. |
| **Evanston Township High School District 202**    | • Continue conversion of standard lighting to LED lighting  
• Expansion of urban agriculture class  
• Continue to make own power, which allows ETHS to exit the ComEd power grid during peak demand periods |
Appendix A: Community Greenhouse Gas Emissions Inventory

A greenhouse gas emissions inventory is an assessment of all the greenhouse gases that can be attributed to a given organization or jurisdiction in a given time period. Evanston’s greenhouse gas emissions inventory (Emission Inventory) is completed annually. The first year for which data is available is 2005.

Purpose
The purpose of the inventory is to demonstrate the primary areas in which emissions are occurring in order to direct and prioritize actions to reduce those emissions over the long term. In addition, the Emissions Inventory allows the City to track compliance with external commitments such as the Paris Climate Agreement, the Chicago Climate Charter, We Are Still In, STAR Community Rating System and participation in consortiums such as Climate Mayors.

Global Protocol
To ensure that Evanston’s Emissions Inventory is accurate, comparable and rigorous, the City follows the Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC). GPC has two levels of protocol: BASIC and BASIC+. Evanston’s Emissions Inventory achieves the BASIC level. BASIC+ includes emissions sources that are generally more difficult to track down. The City will evaluate achieving BASIC+ in future years as more data is made available. In 2018, the City began disclosing its Emissions Inventory findings publicly through the CDP platform in accordance with The Global Covenant of Mayors for Climate and Energy (GCoM) requirements. The City will continue to disclose its Emissions Inventory data annually.

Emission scopes
According to the GPC protocol, emissions can be broken down into three different scopes (1, 2, and 3). Each of these scopes indicates the nature in which those emissions are generated.

Scope 1 accounts for emissions occurring within Evanston’s municipal boundaries.

Scope 2 is exclusively for electricity generated and supplied to accounts within Evanston’s municipal boundaries.

Scope 3 captures emissions caused by actions within Evanston’s boundaries but occurring outside its boundaries, such as sending waste to a landfill outside of Evanston.

Figure 1

Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC):
Created by the National League of Cities, this protocol provides a “robust framework for accounting and reporting city-wide greenhouse gas emissions” in a standardized comparable format.

BASIC and BASIC+:
The two levels of reporting through the GPC Protocol
1. BASIC: “BASIC level covers scope 1 and scope 2 emissions from stationary energy and transportation, as well as scope 1 and scope 3 emissions from waste”
2. BASIC+: “involves more challenging data collection and calculation processes”

CDP Platform: Is a platform for reporting and disclosing publicly Evanston’s climate data, risks and strategies to mitigate those risks. The Global Covenant of Mayors for Climate and Energy requires data to be reported through CDP for compliance.
Emission data

In order to provide detailed information on the data that impact emissions in Evanston, this Emissions Inventory includes three types of data for each emissions source: Source Data, Activity Metrics and Emissions Data.

**Source Data** is data used for calculating overall emissions, such as electricity consumption, tons of waste or vehicle miles traveled.

**Activity Metrics** are data within each emissions category that help contextualize the Source Data such as the number of registered vehicles in Evanston, number of electric accounts, or number of jobs.

**Emissions Data** are the emissions amounts in metric tons of carbon dioxide equivalent (MTCO₂ₑ). The tracking and combination of these three sets of metrics allows for a contextualized and comprehensive understanding of the trends within the Emissions Inventory.

Table 1: Community Greenhouse Gas Emissions Inventory

Table 1 is the Community Greenhouse Gas Emissions Inventory, which includes the major Source Data categories. City staff have also created emissions categories that are made up of groupings of Source Data in order to show trends more clearly. Emissions categories include: Building Energy Consumption, Mobility and Transportation, Waste and Offsets and Renewable Energy Credits (RECs). As the detail below will demonstrate, there are numerous other ways to group and categorize the available data, but the current configuration has been determined most appropriate. As new data or better resolution data are made available, the categories may change to provide deeper insight into emissions trends and possible solutions.

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<tbody>
<tr>
<td></td>
<td></td>
<td>MTCO₂ₑ</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

- **2 Building Energy Consumption** Residential Electricity (all classes) 154,524 149,040 150,400 147,120 135,831 149,812 147,949 149,749 130,299 139,642 121,408 114,335 111,096
- **2 Building Energy Consumption** Large Commercial Electricity 137,478 138,849
- **2 Building Energy Consumption** Government non-City-owned 641 641 641 641 641 641 641 641 641 641 641 641 730
- **1 Building Energy Consumption** Residential Gas Consumption 114,674 116,791 119,144 127,295 118,762 114,717 120,070 122,458 118,433 106,071 109,489
- **1 Building Energy Consumption** Industrial Gas Consumption 224,266 221,954 234,950 245,586 218,672 198,521 4,284 4,284 4,402 4,108 3,895 3,412 3,842
- **1 Building Energy Consumption** Government non-City-owned 641 641 641 641 641 641 641 641 641 641 641 730
- **2 Transportation and Mobility** VMT Community 224,266 221,954 234,950 245,586 218,672 198,521 4,284 4,284 4,402 4,108 3,895 3,412 3,842
- **2 Transportation and Mobility** CTA Rail 18,785 17,659 18,698 19,321 14,916 19,366 21,536 19,979 22,085 21,416 13,396 11,263 11,708
- **3 Waste** Waste 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 17,000 16,226 18,216 18,475
- **2 Renewable Energy Credits** Renewable Energy Credits - - - - 76,801 -131,383 -144,841 -128,267 -119,418 -111,904
- **2 Renewable Energy Credits** Total Pre-Renewable Energy Credits 1,018,668 1,026,744 1,049,621 1,053,941 993,478 997,635 1,074,180 1,078,500 1,018,037 993,478 997,635 1,002,796 949,057 937,205 874,977 897,026
- **2 Renewable Energy Credits** Total-Community 1,018,668 1,026,744 1,049,621 1,053,941 993,478 997,635 1,074,180 1,078,500 1,018,037 993,478 997,635 1,002,796 949,057 937,205 874,977 897,026
- **Municipal Operations** Municipal Operations 24,559 24,559 24,559 24,559 24,559 24,559 24,559 24,559 19,251 19,251 19,251 19,251 19,251 19,251 10,689 8,144 8,145
- **Combined Total** 1,043,227 1,051,303 1,074,180 1,078,500 1,018,037 1,016,886 1,025,964 957,413 890,664 823,467 819,626 763,703 792,266
- **% Reduction** 0.0% -0.8% -3.0% -3.4% 2.4% 2.5% 1.7% 8.2% 14.6% 21.1% 21.4% 26.8% 24.0%
Since 2005, overall community-wide emissions have decreased by 24%. Over the same period, however, emissions proportion by category has not changed significantly, see Table 2.

**Table 2: Emissions Proportion by Category Over Time**

<table>
<thead>
<tr>
<th>Category</th>
<th>Portion of Overall Emissions</th>
<th>2005</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Operations</td>
<td></td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>Waste</td>
<td></td>
<td>3%</td>
<td>2%</td>
</tr>
<tr>
<td>Transportation and Mobility</td>
<td></td>
<td>13%</td>
<td>16%</td>
</tr>
<tr>
<td>Building Energy Consumption</td>
<td></td>
<td>83%</td>
<td>81%</td>
</tr>
</tbody>
</table>

Factors such as a rapidly decarbonizing electric power grid and an increase in the use of electric vehicles will likely impact these proportions, although no local projections are available at this time.

Overall community emissions in Evanston peaked in 2008, at which point emissions began a steady decline. The vast majority of reductions can be attributed to a cleaner power grid and significant purchases of renewable energy by Evanston residents, the City of Evanston, Northwestern University and NorthShore University HealthSystem. See Figure 1 for details.

---

**Table 3: Community Greenhouse Gas Emissions**

<table>
<thead>
<tr>
<th>Year</th>
<th>Percent Reduced</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>0.0%</td>
</tr>
<tr>
<td>2006</td>
<td>-0.8%</td>
</tr>
<tr>
<td>2007</td>
<td>-3.0%</td>
</tr>
<tr>
<td>2008</td>
<td>-3.4%</td>
</tr>
<tr>
<td>2009</td>
<td>2.4%</td>
</tr>
<tr>
<td>2010</td>
<td>2.5%</td>
</tr>
<tr>
<td>2011</td>
<td>1.7%</td>
</tr>
<tr>
<td>2012</td>
<td>8.2%</td>
</tr>
<tr>
<td>2013</td>
<td>14.6%</td>
</tr>
<tr>
<td>2014</td>
<td>21.1%</td>
</tr>
<tr>
<td>2015</td>
<td>21.4%</td>
</tr>
<tr>
<td>2016</td>
<td>26.8%</td>
</tr>
<tr>
<td>2017</td>
<td>24.0%</td>
</tr>
</tbody>
</table>

- **Red**: Renewable Energy Credits-RECs
- **Orange**: Waste (sent to a landfill)
- **Purple**: Transportation and Mobility
- **Blue**: Building Energy Consumption
Building Energy is made up of two data sources: electricity consumption and natural gas consumption. See Table 4 for historical detail on these Source Data.

### Table 4: Building Energy Source Data and Emissions Comparison

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual MWh&lt;sup&gt;*&lt;/sup&gt;</th>
<th>MTCO&lt;sub&gt;2e&lt;/sub&gt;</th>
<th>Therms</th>
<th>MTCO&lt;sub&gt;2e&lt;/sub&gt;&lt;sup&gt;*&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>781,430,715</td>
<td>521,189</td>
<td>64,691,231</td>
<td>339,957</td>
</tr>
<tr>
<td>2006</td>
<td>756,747,811</td>
<td>530,587</td>
<td>64,599,505</td>
<td>339,762</td>
</tr>
<tr>
<td>2007</td>
<td>798,961,428</td>
<td>537,029</td>
<td>64,498,321</td>
<td>355,157</td>
</tr>
<tr>
<td>2008</td>
<td>782,062,363</td>
<td>521,884</td>
<td>67,331,533</td>
<td>374,000</td>
</tr>
<tr>
<td>2009</td>
<td>747,226,840</td>
<td>501,379</td>
<td>70,906,768</td>
<td>338,447</td>
</tr>
<tr>
<td>2010</td>
<td>785,031,309</td>
<td>528,299</td>
<td>59,831,587</td>
<td>314,177</td>
</tr>
<tr>
<td>2011</td>
<td>773,258,343</td>
<td>517,020</td>
<td>62,479,153</td>
<td>332,364</td>
</tr>
<tr>
<td>2012</td>
<td>777,542,932</td>
<td>526,826</td>
<td>62,479,153</td>
<td>332,364</td>
</tr>
<tr>
<td>2013</td>
<td>762,912,199</td>
<td>499,894</td>
<td>64,858,783</td>
<td>345,023</td>
</tr>
<tr>
<td>2014</td>
<td>748,574,297</td>
<td>490,630</td>
<td>56,688,584</td>
<td>301,217</td>
</tr>
<tr>
<td>2015</td>
<td>721,176,990</td>
<td>447,899</td>
<td>63,392,116</td>
<td>341,128</td>
</tr>
<tr>
<td>2016</td>
<td>740,970,210</td>
<td>403,742</td>
<td>60,173,383</td>
<td>319,608</td>
</tr>
<tr>
<td>2017</td>
<td>735,999,431</td>
<td>400,517</td>
<td>60,887,490</td>
<td>323,401</td>
</tr>
</tbody>
</table>

*MWh=Megawatt hours  
*MTCO<sub>2e</sub>= metric tons of CO<sub>2</sub> equivalent
Since 2005, electricity consumption and natural gas consumption have decreased by 5.8% and 5.9% respectively. In contrast, metric tons of CO2 equivalent have dropped 23.3% and 5.9% respectively.

**Electricity**

The precipitous drop in electricity emissions is due partially to changes in the makeup of Evanston's regional electric power grid. The U.S. is divided into different grid regions, each with their own operator and supply mix (sources of power generation such as coal generation, natural gas, nuclear, wind, hydro, solar, etc.). As the supply mix changes over time, the emissions intensity changes. For instance, as more renewable energy is brought in and older, dirtier forms of power generation are retired (coal and natural gas), emissions from electricity decrease. This change in power supply shows up in the City’s calculations through a factor set provided by the Federal EPA called eGRID. This factor set has historically been updated every two years. The last update was for the 2016 calendar year. The City anticipates a release of a new set in 2019, which will be applied to the 2018 Emissions Inventory.

**Electricity Offsets**

The other significant factor in the drop in electricity emissions is the result of the City, as well as a few community organizations, including Northwestern University and NorthShore University HealthSystem, purchasing Renewable Energy Credits (RECs) to offset electricity consumption. Electricity offsets have been purchased and tracked in the Emissions Inventory since 2011. RECs support investment in renewable energy. Since 2011, the largest single source of RECs has been secured through the City’s Electricity Aggregation Program for residents and small businesses. In 2017, the combination of all RECs purchased in Evanston offset 15% of Evanston’s community-wide emissions.

**Diminishing Impact of RECs**

In order to calculate the offset amount for each REC that is purchased, 1 REC is equivalent to 1 MWh of electricity. The City follows industry practice by using the same eGRID emissions factors to evaluate the impact on emissions. The same eGRID factor is used for electricity and for calculating REC impact. In this way, the reduction in eGRID values means that each new REC purchased becomes less impactful as the grid becomes cleaner. Although the cleaner grid is a good thing, it means that, depending on the future price of RECs, their cost to impact the ratio may increase. This does not mean that RECs should not continue to be a tool to reduce emissions, but indicates that RECs remain a short-term strategy to reduce emissions and that reliance on them should be evaluated regularly.

**Natural Gas**

As stated above, the reduction in emissions associated with natural gas consumption are directly proportional to natural gas consumption. The City has not pursued policies to directly reduce natural gas consumption and, as prices have stayed low, it is unsurprising that consumption and emissions have not decreased significantly. This plan, as well as the existing Energy and Water Benchmarking Ordinance, are crucial next steps in setting the groundwork for future reductions in natural gas consumption and emissions.

Consumption of natural gas is split into four different categories as indicated in Table 1. Those categories are: Residential, Commercial, Industrial and Fugitive. Consumption breakdown is roughly 33% residential, 65% commercial, 1—2% Industrial and less than 1% fugitive. This breakdown has stayed the same since 2005.
Obtaining local transportation and mobility data has been a challenge for the City for numerous years and is an obstacle that many smaller jurisdictions face. As indicated in the Climate Mitigation section of the plan, data collection is listed as a “preliminary step” in order to make measurable improvements in mobility and transportation metrics.

The Mobility and Transportation section of the Emissions Inventory is made up of three parts: 1) Vehicle Miles Traveled (VMT) analysis, 2) Fuel Sales Factor, and 3) Chicago Transit Authority (CTA) Rail electricity consumption. Additional factors may be added in the near future, as the City evaluates how to capture emissions from alternative fuel vehicles, such as compressed natural gas and electric/hybrid electric.

1. **Vehicle Miles Traveled (VMT)**
   
   The Chicago Metropolitan Agency for Planning (CMAP) conducts a regional VMT study every five years. They were able to perform an additional layer of analysis to extract Evanston’s proportional contribution to the regional VMT. Thus, the included data does not reflect actual activity in Evanston, but rather serves as a placeholder for locally generated data. Given that the regional analysis is only completed every five years, there is only “actual” data for 2005, 2010 and 2015. Years 2016 and 2017 show different values, as will future years, because fuel sales are used as a factor to provide local “tempering” of the VMT data. See below for a complete explanation.

2. **Fuel Sales Factor**

   In previous emissions inventories, the City relied exclusively on fuel sales to account for the transportation portion of emissions. The City still recognizes the value that fuel sales can provide in terms of providing a locally specific data point to evaluate changes in local behavior. As a result, the City has established a methodology where the annual percentage change in fuel sales is applied to the most recent year that VMT data is available, in this case 2015. This factoring or “tempering” allows for local activity to be expressed on an annual basis in the inventory.

3. **CTA Rail**

   In 2005, CTA Rail accounted for 13.5% of transportation emissions and in 2017 that proportion had shrunk to 8%. Given that emissions and electrical consumption used by CTA Rail is outside of the City’s direct control and oversight, there is not much attention paid to this emissions area. Efforts to influence this area of emissions would likely have to take the form of advocacy to the CTA to purchase renewable energy or install onsite generation for their usage.
Zero Waste

Collecting comprehensive material recovery data for the community and calculating the associated emissions has proven to be quite difficult. Complicating factors include: lack of access to data, numerous data sources, incompatible data formats, insufficient information on waste characterization, variable contractor compliance, etc. Despite these challenges, the City has developed a comprehensive material recovery dataset that is divided into numerous material recovery types. The City does not have data prior to 2011, so emissions from 2005–2010 is estimated and some data beginning in 2011 is incomplete. Given those gaps in data, the City has selected 2017 as the official baseline year for measuring material recovery performance moving forward, including progress towards achieving Zero Waste by 2050.

Access to data is just one challenge in evaluating and calculating the emissions from material recovery. In the GPC BASIC protocol emissions, impact is not calculated for recycled items or material that is otherwise diverted from the landfill (except compost). Instead, the emissions for landfilled and composted material is calculated. Landfill management and methane capture are both factored into the calculations of emissions. Presently, material generated in Evanston is sent to landfills that are capturing, flaring or using for energy at least 95% of methane released. Additional factors that impact material recovery emissions include the characterization or make up of disposed of material. For example, the amount of paper vs. organics in Evanston’s disposed of impacts the emissions profile. If greenhouse gas-intensive materials would be prioritized for diversion, such as food scraps and organics, that could have an impact on material recovery-related emissions.

Progress will be measured against 2017 baseline data.

Table 5: 2017 Community Waste Breakdown. All values shown in tons

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Garbage</th>
<th>Recycling</th>
<th>Compostable Material</th>
<th>Miscellaneous Diversion</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>30,342</td>
<td>3,111</td>
<td>54</td>
<td></td>
<td>33,508</td>
</tr>
<tr>
<td>Residential</td>
<td>16,717</td>
<td>7,337</td>
<td>2,751</td>
<td></td>
<td>26,805</td>
</tr>
<tr>
<td>Northwestern</td>
<td>3,197</td>
<td>1,432</td>
<td>681</td>
<td></td>
<td>5,311</td>
</tr>
<tr>
<td>City Collected</td>
<td>3,153</td>
<td></td>
<td></td>
<td></td>
<td>3,153</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td>282</td>
<td>282</td>
</tr>
<tr>
<td>Total</td>
<td>53,410</td>
<td>11,881</td>
<td>3,487</td>
<td>282</td>
<td>69,062</td>
</tr>
</tbody>
</table>
Material Types
Commercial includes all material collected through the City's Commercial Franchise, Food Waste Service by Collective Resource and collection that is exempt from the Commercial Franchise. Residential services combines both condominium buildings and residential buildings up to four units. Northwestern data is provided by SustainNU and includes all material collected at the Evanston campus. City Collected Garbage includes material collected through special pick-ups, special collections, bulk-pick-up, street sweeping, construction projects, etc.

Table 6: 2017 Categorical Material Diversion Rates

<table>
<thead>
<tr>
<th>Waste Category</th>
<th>Recycling</th>
<th>Overall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>8.9%</td>
<td>9.0%</td>
</tr>
<tr>
<td>Residential</td>
<td>25.6%</td>
<td>36.2%</td>
</tr>
<tr>
<td>Northwestern University</td>
<td>27.0%</td>
<td>39.8%</td>
</tr>
<tr>
<td>Community</td>
<td>17.2%</td>
<td>22.7%</td>
</tr>
</tbody>
</table>

Trends
Commercial material collection accounts for just under 50% of the community’s overall material generation. Any change within the commercial service category will have a significant impact on the overall community diversion rate. In order to achieve a community diversion rate of 50% by 2025 significant progress will need to be made in increasing commercial diversion. It is worth noting that residential diversion must increase from its current level of just under 40%. The impact of the Food and Yard Waste and Food Waste by Collective Resource services will begin to show up in data for 2018 and onward.

Table 7: 2017 Community Diversion Rate Comparison

<table>
<thead>
<tr>
<th>City</th>
<th>Overall Diversion Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Columbia, MO</td>
<td>18%</td>
</tr>
<tr>
<td><strong>Evanston, IL</strong></td>
<td><strong>22%</strong></td>
</tr>
<tr>
<td>Ann Arbor, MI</td>
<td>50%</td>
</tr>
<tr>
<td>Louisville, KY</td>
<td>58%</td>
</tr>
<tr>
<td>Santa Monica, CA</td>
<td>78%</td>
</tr>
<tr>
<td>Palo Alto, CA</td>
<td>82%</td>
</tr>
</tbody>
</table>

Zero Waste
In order to achieve the Zero Waste by 2050 goal and 50% diversion by 2025, Evanston must make strides in decreasing the amount of overall material generated as well as continue to implement programs that target high potential and low performing service areas such as commercial entities. In addition, the City needs improved data in order to better track trends impacting material recovering within each service type. Improved data will allow for stronger contracts and policies to be implemented that make meaningful progress towards decreasing overall material generation.

Compostable Material Recovery
In late 2017, the City implemented new residential and condo waste hauling contracts and was able to do three things that should lead to a reduction in waste-related emissions: waste characterization studies, reporting quarterly transportation related emissions, and implementing food waste composting services.
Appendix B. Glossary of Terms

**Carbon Emissions**
The release of carbon dioxide into the atmosphere. Primary human sources of the release of carbon dioxide occur from burning oil, coal, and gas for energy use.

**Carbon Disclosure Project (CDP)**
An international organization that administers a platform for organizations and cities to publicly disclose their environmental impacts, such as climate risk. CDP is one of the approved disclosure platforms utilized by GCoM. Evanston began disclosing climate risk in compliance with GCoM requirements with CDP in 2017 and plans to continue disclosing annually.

**Carbon Neutrality**
For the purposes of the Climate Action and Resilience Plan, Carbon Neutrality refers to the point at which Evanston’s net greenhouse gas emissions reach 0. This will likely be achieved through a combination of reducing emission sources and offsetting and sequestering any remaining emissions.

**Carbon Sinks**
A forest, ocean, or other natural environment viewed in terms of its ability to absorb carbon dioxide from the atmosphere.

**Chicago Metropolitan Agency for Planning (CMAP)**
A regional planning organization created in 2005 for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. The agency develops and guides implementation of comprehensive regional planning and is based in Chicago, Illinois. Evanston’s Vehicle Miles Traveled (VMT) data is derived from a regional transportation study developed by CMAP.

**Circular Economy**
An alternative to a traditional linear economy (make, use, dispose) in which an economy is a regenerative system where resource input and waste are minimized. This is achieved through long-lasting product design, repair, reuse, remanufacturing, and recycling. Circular economy strategies are often cited as systems level approaches to reducing waste generation through product and system design.

**Clean and Renewable Energy Sources**
Refers to the definition of “renewable energy resources” provided by the Illinois Power Agency Act and utilized by the Illinois Sierra Club. The definition includes energy and its associated renewable energy credits or renewable energy credits from wind, solar thermal energy, photovoltaic cells and panels, biodiesel, anaerobic digestion, crops and untreated and unadulterated organic waste biomass, tree waste, and hydropower that does not involve new construction or significant expansion of hydropower dams. For purposes of this Act, landfill gas produced in the State is considered a renewable energy resource. “Renewable energy resources” does not include the incineration or burning of tires, garbage, general household, institutional, and commercial waste, industrial lunchroom, or office waste, landscape waste other than tree waste, railroad crossties, utility poles, or construction or demolition debris, other than untreated and unadulterated waste wood.

**Climate Change**
Any significant change in the measures of climate lasting for an extended period of time. Major changes include changes in temperature, precipitation, or wind patterns, among others, that occur over several decades or longer. For this plan, the term specifically references anthropogenic climate change initiated and exacerbated by the burning of fossil fuels.

**Climate Hazard**
An extreme climate event or condition that can harm human health, livelihoods, or natural resources. It can include abrupt changes to the climate system such as extreme precipitation, storms, droughts, and heat waves.

**Climate Mitigation**
The efforts to reduce or prevent the consequences of climate change. It generally involves reducing emissions of heat-trapping gases or removing them from the atmosphere.

**Climate Resilience or Adaptation**
The capacity of a natural environment to prevent, withstand, respond to, and recover from a disruption. The process of adjusting to new climate conditions in order to reduce risks to valued assets.

**Climate Vulnerability Assessment**
A report used to identify and define the risks posed by climate change and inform adaptation measures needed to combat climate change. Reports can be about a wide range of fields including food security, poverty analysis, and sea-level rise.

**ComEd**
The largest electric utility in Illinois (based in Chicago). ComEd delivers electricity to homes and businesses and manages four million customers across Northern Illinois, including Evanston.

**Community Choice Electricity Aggregation (Aggregation)**
Allows local governments the option to bundle together residential and small commercial retail electric accounts and seek proposals for potentially cleaner, cheaper sources of power. The City of Evanston provides 100% renewable energy to residents enrolled in its Aggregation program. This program has been in place since 2012; more information can be found at www.cityofevanston.org/cca.

**Community Solar**
Solar facilities shared by multiple community subscribers who receive credit on their electricity bills for their share of the power produced. Community solar allows members of a community to share the benefits of solar power on their property without installing it on their own property. Electricity generated by the community solar farm typically costs less than the price from utility companies. In 2016, the State of Illinois passed robust tax incentives and accompanying legislation to incentive community solar programs throughout the state.
Combined Sewer Overflow (CSO)
Combined sewers are designed to collect rainwater runoff, domestic sewage, and industrial wastewater in the same pipe. During periods of heavy rainfall or snowmelt, wastewater volume can exceed the capacity of the sewer system and overflow into nearby streams, rivers, or other bodies of water, thereby creating a Combined Sewer Overflow. Unfortunately, the overflow can also contain untreated human and industrial waste, toxic materials, and debris. Evanston works with the regional stormwater utility, the Metropolitan Water Reclamation District (MWRD) to manage stormwater and prevent CSOs.

Deconstruction
The process of systematically dismantling a structure in an environmentally, economically, and socially responsible manner to maximize recovery of materials for reuse and recycling.

Emission Scopes
The GPC breaks down greenhouse gas emission sources into different categories; one of these categories is Emission Scopes. Emission Scopes are primarily useful when combining emissions inventories from multiple cities or jurisdictions to ensure no double-counting is taking place. The three standard Emissions Scopes are:

Scope 1: direct emissions from owned or controlled sources
Scope 2: indirect emissions from generation of purchased energy
Scope 3: indirect emissions that occur in the supply chain, both upstream and downstream

Environmental Justice
The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations and policies.

U.S. Environmental Protection Agency (EPA)
A federal agency, with state and local affiliates, established in 1970 to consolidate research, monitoring, standard-setting and enforcement activities a mission to protect human health and the environment.

Global Covenant of Mayors for Climate and Energy (GCoM)
An international coalition of cities and local governments with a shared long-term vision of promoting and supporting voluntary action to combat climate change and foster a resilient society.

Global Protocol for Community-scale Greenhouse Gas Emissions (GPC)
Created by the National League of Cities, this program promotes a “robust framework for accounting and reporting city-wide greenhouse gas emissions” to help cities lessen their greenhouse gas emissions. Evanston’s GPC-compliant Emissions Inventory allows Evanston to effectively track emissions changes overtime and compare progress to comparable communities.

Greenhouse Gas
Any gas that absorbs infrared radiation and traps heat in the atmosphere. Common greenhouse gases include carbon dioxide, methane, nitrous oxide, and fluorinated gases. Carbon dioxide and methane are commonly referenced as having the largest impact on anthropogenic climate change.

Greenhouse Gas Emissions
The release of greenhouse gases into the atmosphere. Sources of greenhouse gas emissions include electricity, transportation, industry, commercial and residential properties, agriculture, and land use.

Greenhouse Gas Emissions Inventory
A report that provides a comprehensive accounting of total greenhouse gas emissions for all human-made sources and removed from the atmosphere by carbon sinks. Evanston’s greenhouse gas emissions inventory can be found in Appendix A: Emissions Inventory.

Green Infrastructure
An approach to managing precipitation by reducing and treating stormwater at its source while delivering environmental, social, and economic benefits. Stormwater runoff can carry trash, bacteria, and other pollutants and is a major cause of water pollution in urban areas.

Indoor Environment and Indoor airPLUS
A voluntary EPA program for new home builders aimed at improving the quality of indoor air. The program requires certain construction practices and products to minimize exposure to airborne pollutants and contaminants.

International Panel on Climate Change (IPCC)
The leading international body for the assessment of climate change. The IPCC was established in 1988 to provide the world with a clear scientific view on climate change and its potential environmental and socio-economic impacts.

Kilowatt Hours (kWh)
The most common unit of measurement for quantifying electricity generation and consumption. Evanston’s uses kWh and MWh in its tracking and calculations of electricity consumption and generation. Individual homeowner electric bills, such as those from ComEd, are typically measured in kWh.

Megawatt hours (MWh)
The second most common unit of measurement for quantifying electricity generation and consumption. Evanston uses kWh and MWh in its tracking and calculations of electricity consumption and generation. A megawatt hour is equal to 1,000 kilowatts of electricity used continuously for one hour.

Metric Tons of CO2, Equivalent
A measure used in comparing emissions from different greenhouse gases on the basis of their global warming potential (how long a gas remains potent and active in the atmosphere), used by converting amounts of various gases to the equivalent amount of carbon dioxide’s global warming potential.

Metropolitan Water Reclamation District (MWRD)
Is the storm- and waste-water utility serving Evanston and most of Cook County. The MWRD is governed by an elected Board of Commissioners created by the state government tasked with reclamation and treatment of wastewater and flood water abatement. The District must protect the health and safety of the public and protect and manage water as a vital resource.
Mode Share
The percentage of travelers using a particular type of transportation. Modal share is an important component in developing sustainable transport within a city or region because it reveals the level of utilization of various transportation methods. The percentage reflects how well infrastructure, policies, investments, and land-use patterns support different types of travel.

Municipal Alternative Retail Electric Supplier (mARES)
An Alternative Retail Electric Supplier (ARES) is an energy services company that supplies electric power to customers. ARES typically have more control over their electric power source, such as purchasing renewable energy, and can lock-in longer term prices for customers. A municipal ARES would allow the City to act as an alternative electric supplier to Evanston customers.

Net-zero Emissions (NZE)
Building a building or property that generates or offsets all energy consumed. If the City develops a NZE building code, this definition will have to be refined to provide additional guidance on calculating emissions and offsets to achieve net-zero emissions.

Nicor Gas
An energy company that delivers natural gas to 650 communities throughout Northern Illinois, including Evanston.

North Shore Village
A non-profit organization in Evanston that offers older adults support and connections to each other as they age. It is a member-driven organization that helps older adults stay in their homes for as long as they can while being active, vital, and contributing members to the community.

Pre-industrial
The multi-century period prior to the onset of large-scale industrial activity around 1750, typically associated with the beginning of intensive fossil fuel extraction and burning and the subsequent release of greenhouse gases into the atmosphere.

Power Purchase Agreement (PPA)
A power purchase agreement (PPA), or electricity power agreement, is a contract between two parties; one party generates electricity (the seller) and the other party looks to purchase electricity (the buyer). Individual customers and organizations may enter into PPAs with individual developers or may join together to seek better prices as a group. PPAs can allow longer term commitments to renewable energy as well as a form of “direct” investing in new renewable energy generation.

Property-Assessed Clean Energy (PACE)
A program created for financing energy efficiency and renewable improvements on private property. Private property can include residential, commercial or industrial properties. Improvements can include energy efficiency, renewable energy and water conservation upgrades to a building. The State of Illinois has passed legislation allowing PACE programs at the municipal and county-level throughout the state.

Renewable Energy
Energy resources that are naturally replenishing such as solar, wind, hydro and geothermal energy.

Renewable Energy Credits (RECs)
A market-based instrument that represents the property rights to the environmental, social and other non-power attributes of renewable electricity generation. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource. The single largest category of reductions in Evanston’s emissions has been through the purchase of RECs.

Retro-commissioning
The systematic process to improve an existing building’s performance ensuring the building controls are running efficiently and balancing the designed use and the actual use of the building.

Ride-share
The practice of sharing transportation in the form of carpooling or vanpooling. It is typically an arrangement made through a ride-matching service that connects drivers with riders.

Urban Tree Canopy
Describes the makeup and characteristics of trees within the urban environment. Evanston has a “robust” urban tree canopy that is made up of trees on public property and trees on private property.

Vehicle Miles Traveled (VMT)
A measurement used to estimate the total annual miles of vehicle travel. It is typically calculated by measuring the total non-freight vehicle miles traveled divided by the total population. Evanston does not conduct its own local VMT study; it relies on modeled data provided by CMAP. VMT is standard method of transportation-related emissions.

Zero Emission Vehicles (ZEV)
A vehicle that does not emit harmful emissions during operation. Harmful emissions can have a negative impact on human health and the environment. Electric (battery-powered) cars, electric trains, hydrogen-fueled vehicles, bicycles, and carriages are considered to produce zero emissions.

Zero Waste
A cyclical system in which products are designed for reuse, which creates no waste. A zero waste system eliminates the volume and toxicity of waste and materials and conserves current resources through reuse. Evanston’s goal of Zero Waste is calculated based on the percentage of material diverted from a landfill; when that percent reaches 100%, then Evanston will have achieved Zero Waste.
Member Bios (17 in total)

**Vickie Jacobsen** A professional transportation planner with 15-years’ experience in helping communities find sustainable solutions to mobility, focusing on multimodal and context-sensitive approaches. A graduate of the University of Colorado in Urban and Regional Planning. Founding member of Go Evanston in 2016, an organization committed to making our transportation system work for all users, regardless of age, income, ability or mode of travel. Dedicated to teaching and training children about active transportation to foster healthier and happier lives. Evanston resident since 2006; loves raising her three daughters here with husband Steve, as well as riding her bicycle, cooking and traveling whenever possible.

**Sarah Lovinger, MD** is an internal medicine physician and climate change activist. As director of the Chicago chapter of Physicians for Social Responsibility (ChicagoPSR) since 2009, Sarah has lead public health advocacy to help shut down Chicago's coal fired power plants, work with Northwestern students to create a Climate Change and Health Resilience Plan for Cook County and start and help manage five medical student PSR chapters in the Chicago area. A graduate of Barnard College, Columbia University and Rush Medical College, Sarah speaks French and medical Spanish, and designed and taught a course on climate change and public health in the global health program at Northwestern for several years.

**Mariana Oliver** Urban planner, specializing in housing and economic development, and current PhD candidate in Sociology at Northwestern University. Urban planning master’s degree from NYU Wagner School for Public Service, and work experience including Research Assistant for the Furman Center for Land Use and Real Estate Policy and policy intern for the NY State Empire Development Corporation’s Real Estate Department. Graduate of Washington University in St. Louis with a background in International and Area Studies, with a focus on Latin America. Language skills include fluent Spanish and some Portuguese. Mariana has been a resident of Evanston since 2015 and enjoys finding great coffee shops, cycling, film, and traveling.

**Lonnie Wilson** Lonnie has worked in the green energy field for 15 years as a Geo thermal driller and tech as an employee of indie energy and has solar installation experience also.

**Lauren Marquez-Viso** (CARP Co-Chair) Conscientious global citizen, activist, and non-profit management professional with over 9 years of experience in international
humanitarian and educational grant management at The Rotary Foundation. A graduate of the University of Michigan with academic background in Anthropology, Religious Studies, and International Studies. Currently a member of the Climate Reality Leadership Corps and board member of Citizens’ Greener Evanston. Additional language skills include Spanish and some Japanese. Lauren has been an Evanston resident since 2011 and enjoys connecting with nature, volunteering, doing photography, traveling, yoga, and spending time with her family and dogs.

**John Moore** is Director of The Sustainable FERC Project, a coalition based initiative housed within Natural Resources Defense Council. (The Project promotes the transition to a cleaner, lowcarbon, and sustainable energy future through reforms to wholesale electricity markets, operations, and planning across the country.) Mr. Moore previously was a Senior Attorney at the Environmental Law and Policy Center in Chicago, and he started his career in Washington, DC as an environmental attorney at the firms Akin Gump and Squire Patton Boggs. He has resided in Evanston since 2005 and enjoys hiking, sailing, fiddle playing, and travel.

**Joel Freeman (CARP Co-Chair)** Licensed Professional Engineer with the engineering consulting firm of Grumman/Butkus Associates in Evanston for over 30 years in technical work related to analysis and design of building mechanical and electrical systems. A graduate of the University of Illinois at Urbana-Champaign in Mechanical Engineering with post graduate studies and professional affiliations that include the Association of Energy Engineers (AEE) and LEED AP. Previous Evanston activities include membership on the Mayor’s Wind Farm Committee, chair of the Utilities Commission, and convener of Evanston’s Energy Future (an early predecessor of Citizens’ Greener Evanston). Joel has been an Evanston resident since 1991 and enjoys canoeing, camping, history, astronomy and raising two daughters.

**Jerri Garl** is Chief of the Materials Management Branch at U.S. EPA Region 5 in Chicago. She is responsible for the sustainable materials management program, including efforts to minimize waste generation, foster efficient materials use across their lifecycle and increase recycling. She also manages the pollution prevention program as well as efforts to assist states with municipal solid waste disposal issues. During the previous administration she worked on climate change mitigation from a materials management perspective and served on the Region’s climate adaptation committee for the past 5 years. A member of Environmental Justice Evanston since 2014, Jerri plans to represent EJ issues on the CARP working group. She is also a member of the Evanston Environment Board. She and her husband have been Evanston residents for the past 34 years and have two grown children.

**Henry Eberhart** is a 15 year-old sophomore at Evanston Township High School, where he participates in Speech & Debate, wrestling, baseball, and the Emerge program. His
concern for environmental issues is connected to conversations at home with parents, his involvement at First United Methodist Church, and his research focus in debate on indigenous worldviews. In particular, he is interested in how climate change and other forms of environmental harm are linked with histories of colonialism, white racism, and modern Western thought. Henry, his parents, and younger brother and sister have lived in Evanston for over 7 years after moving from Nashville, TN. He is currently thinking about studying environmental engineering and indigenous studies in college.

**Emily Lawrence** As a specialist in Environmental, Social and Governance (ESG) investing with the Northern Trust Company, Emily works with institutional and individual investors to support their education and adoption of sustainability and ESG investment strategies and tools. Emily was appointed to the Principles for Responsible Investment working group on Sustainable Development Goals and active ownership in 2017. A recent transplant to Evanston, Emily and her family enjoy spending their free time discovering the different family friendly amenities the community has to offer, including the beach, bike trails and playgrounds.

**Likwan Cheng** Likwan Cheng is a teacher and researcher at the City Colleges of Chicago. Previously, Likwan was a staff member in the Laboratory for Planetary Studies at Cornell University, and a postdoctoral fellow in the Environmental Research Division at Argonne National Laboratory. Combining academic trainings in science and sustainability management, Likwan has worked in both basic science and policy actions. He has presented invited lectures at leading research institutions in Europe, Asia, Latin America, and the United States. His publications have been cited over 2,000 times in the peer-reviewed scientific literature. Mr. Cheng received a Ph.D. in materials science and engineering from Northwestern in 1998. He is a naturalized U.S. citizen and a former member of the City’s Environment Board.

**Chris Kucharczyk** Ph. D. Candidate in Materials Science enrolled at the California Institute of Technology and completing his doctoral work at Northwestern University. His thesis research focuses on improving the power and efficiency of solid oxide fuel cells for use as a clean energy technology. A graduate of Stanford University with an academic background in Physics and Computer Science. Currently a member of the Evanston Environment Board. Chris has lived in Evanston's fifth ward since 2015, where he resides with his wife Danielle and their two cats.

**Judy Pollock** Former Director of Bird Conservation at Audubon Chicago Region and founding president of the Bird Conservation Network, Judy finds joy in collaborating and organizing at the intersection of birds, plants and community. Her work has resulted in well documented increases in bird populations. Her project locations include North Shore Channel, Gillson Park, LaBagh Woods, Clark Street Beach Bird Sanctuary, the Obama Presidential Center, Bartel Grassland/Killdeer Wetland, and others. She is a
part of Bird Friendly Evanston, which is working to reduce bird mortality due to windows and lights, and organizer of the BCN Survey, a citizen science monitoring project. Judy believes that habitat restoration and landscape solutions for birds can engage citizens and landowners, both large and small, in meaningful conservation work in urban areas.

**Bob Dean** is the Deputy Executive Director for Planning with the Chicago Metropolitan Agency for Planning (CMAP). He oversees CMAP’s programs that provide assistance to local governments, covering topics including transportation, land use, sustainability, housing, economic development, and many others. Before holding this position, he was the project manager for GO TO 2040, the long range comprehensive plan for the Chicago metropolitan area, and previously worked in transportation and land use planning for the City of Naperville and the DuPage Mayors and Managers Conference. Bob has lived in Evanston for a little more than a year, and this is his first volunteer experience with the City.

**Gabriela Martin** Program Director at the Illinois Clean Energy Community Foundation, where she oversees energy grants, including efforts to promote net zero energy buildings and net zero energy wastewater treatment plants. Has over 25 years of experience in policy, research, analysis, energy modeling, program and product development in the fields of renewable energy, energy efficiency and greenhouse gas emissions. She is a Fellow of the American Solar Energy Society (ASES), has served on the ASES Board of Directors and chaired the Magazine Advisory Council for Solar Today magazine. Gabriela received her MS in Environmental Management and Policy at the University of Pennsylvania and BA in Economics and French at the College of William and Mary. She has lived in Evanston since 1999.

**Gajan (Gaj) Sivandran** Joined the Engineering Science Department at Loyola University of Chicago in 2016 as a Clinical Assistant Professor of Environmental Engineering. After graduating from the Environmental Engineering Department of the University of Western Australia (2002), conducted environmental impact assessment and emergency response plans for the oil and gas industry. After the 2005 Indian Ocean tsunami, volunteered with the International Federation of the Red Cross and Red Crescent Societies in Indonesia as a water and sanitation delegate. Completed a PhD at Massachusetts Institute of Technology in 2012 incorporating vegetation water interactions into climate models. Gaj has been an Evanston resident since 2016 and enjoys being outside as much as possible with his dog and daughter and engaging students in environmental issues.

**Jack Darin** serves as the Executive Director of the Illinois Chapter of Sierra Club. Jack works with volunteer leaders and staff to set priorities, hold elected officials accountable, build new alliances, and makes sure Sierra Club has the financial and
other resources needed to protect the Prairie State for future generations. Jack is an 18 year resident of Evanston and has been involved locally as a volunteer board member for local organizations.
Memorandum

To: Honorable Mayor and Members of the City Council  
From: Evonda Thomas-Smith, Director, Health and Human Services  
       Ike C. Ogbo, Public Health Manager, Health and Human Services  
Subject: Ordinance 152-O-18, Amending Title 8, Chapter 6, Food Service and Retail, Food Store Sanitation  
Date: November 27, 2018  

Recommended Action:  
Human Services Committee and staff recommend City Council adopt Ordinance 152-O-18, amending Title 8, Chapter 6 of the Evanston City Code. This action will align the City Code to the State’s amendment to the Illinois Food Service Sanitation Rules and Regulations which mandates the adoption of the 2017 U.S Food and Drug Administration Code, FDA, and all subsequent editions and amendments for all Illinois local health departments. The State’s amendment will be effective January, 2019, requiring Inspectors to conduct FDA based inspections at Evanston’s licensed food establishments.

Livability Benefit  
Support Strong and Safe Communities: Improve health outcomes

Summary:  
The State of Illinois amended the Illinois Food Service Sanitation Rules and Regulations by repealing the Administrative Code, Title 777, Part 750 of the 2008 Illinois Food Sanitation Code to adopt the 2017 FDA Code and all subsequent editions and amendments. This action assures the most up-to-date food safety guidelines for inspections based on science and research.

Staff of the Health and Human Services Department inspects 442 licensed food establishments in Evanston with an average of over 1,100 inspections per year. Under the amendment, all 442 establishments will continue to be inspected at the same frequency using the FDA Code.

Attachment:  
The Repealed Illinois Administrative Code, Title 777, Part 750  
Ordinance 152-O-18
### Title 77: Public Health
#### Chapter I: Department of Public Health
##### Subchapter m: Food, Drugs and Cosmetics

#### Part 750
Food Service Sanitation Code

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SUBPART A: GENERAL PROVISIONS

Section 750.5 Incorporated and Referenced Materials

a) The following State statutes are referenced in this Part:

1) Bed and Breakfast Act [50 ILCS 820]
2) Good Samaritan Food Donor Act [745 ILCS 50]
3) Federal Food, Drug, and Cosmetic Act (21 USC 301)
4) Illinois Food, Drug and Cosmetic Act [410 ILCS 620]
5) Meat and Poultry Inspection Act [225 ILCS 650]
6) Sanitary Food Preparation Act [410 ILCS 650]
7) Food Handling Regulation Enforcement Act [410 ILCS 625]

8) Illinois Plumbing License Law [225 ILCS 320]

b) The following State administrative rules are referenced in this Part:

1) Control of Communicable Diseases Code (77 Ill. Adm. Code 690)

2) Illinois Plumbing Code (77 Ill. Adm. Code 890)

3) Public Area Sanitary Practice Code (77 Ill. Adm. Code 895)


5) Private Sewage Disposal Code (77 Ill. Adm. Code 905)

6) Water Well Construction Code (77 Ill. Adm. Code 920)

7) Certified Local Health Department Code (77 Ill. Adm. Code 600)

c) The following materials are incorporated in this Part:

1) The Food Code 2013, Chapters 1 through 7 (except the terms "food employee" and "food establishment" in Section 1-201.10, Sections 2-102.12, 2-102.20 and 2.2 in their entirety, and the terms "plumbing fixture" and "plumbing system" in Sections 5-2 (except that 5-202.12(B) and (C), 5-203.11 and 5-204.11 remain applicable)), U.S. Public Health Service, Food and Drug Administration (FDA), U.S. Department of Commerce, National Technical Information Service, 5301 Shawnee Road, Alexandria VA 22312, report number PB2013-110462.

2) Conference for Food Protection – "Standards for Accreditation of Food Protection Manager Certification Programs" (May 2014) (available online at http://www.foodprotect.org/media/managercert/CFP%20FPMCC%20Standards%20Final%20Approved%20May%202014.pdf).

d) All incorporations by reference of federal regulations and the standards of nationally recognized organizations refer to the regulations and standards on the date specified and do not include any amendments or editions subsequent to the date specified.
AN ORDINANCE

Amending Title 8, Chapter 6, “Food Service and Retail Food Store Sanitation”

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

SECTION 1: Title 8, Chapter 6, “Food Service and Retail Food Store Sanitation” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

CHAPTER 6 - FOOD SERVICE AND RETAIL FOOD STORE SANITATION

8-6-1. - ADOPTION BY REFERENCE.

(A) Pursuant to the authority granted by 65 ILCS 5/1-3-4 and pursuant to its home rule powers, the City hereby adopts by reference and incorporates herein the following:

1. The 2008 2017 and all subsequent editions or amendments to the Illinois Department of Public Health's publication currently titled "Food Service Sanitation Rules And Regulations," on file with the Secretary of State U.S. Food and Drug Administration Code mandated by the Illinois Department of Public Health which sets standards for the prevention of food borne illnesses in public eating establishments.

2. The 1996 and all subsequent editions or amendments to the Illinois "Retail Food Store Sanitation Rules And Regulations" on file with the Secretary of State which sets standards for the prevention of food borne illnesses in retail food stores.

(B) All references in the "Food Service Sanitation Rules and Regulations" U.S. Food and Drug Administration Code and in this Chapter to any "regulatory authority" shall be read as "Public Health Director and/or his or her designee." Any reference to "Municipality" or "City" shall mean the City of Evanston.

8-6-2. - DEFINITIONS.

As amendments to the state rules and regulations the following definitions are in addition to those definitions enumerated in Section 750.10 1-201.10 of the Illinois
**ADULTERATED.**

The condition of any food:

| (A) | If it bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health. |
| (B) | If it bears or contains any added poisonous or deleterious substance for which no safe tolerance has been established by regulation or is in excess of such tolerance if one has been established. |
| (C) | If it consists in whole or in part of any filthy, putrid, or decomposed substance or if it is otherwise unfit for human consumption. |
| (D) | If it has been processed, prepared, packed or held under unsanitary conditions whereby it may have been contaminated with filth or whereby it may have been rendered injurious to health. |
| (E) | If it is in whole or in part the product of a diseased animal or animal which has died otherwise than by slaughter. |
| (F) | If its containers are composed in whole or in part of any poisonous or deleterious substance which may render the contents injurious to health. As defined in the Federal Food, Drug and Cosmetics Act §42. |

**CFR.**

Code of Federal Regulations. Citations in this Code to the CFR refer sequentially to the Title, Part, and Section numbers, such as 40 CFR 180.194 refers to Title 40, Part 180, Section 194.

**CRITICAL ITEM.**

A provision of this Chapter, that, if in noncompliance, is more likely than other violations to contribute to food contamination, illness, or environmental health hazard.

**FOOD ESTABLISHMENT.**

An operation that stores, prepares, packages, serves, vends or otherwise provides food for human consumption such as a
restaurant; satellite or catered feeding location; catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people; market; vending location; conveyance used to transport people; institution; or food bank; and that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

(A) A food establishment includes:

1. An element of the operation such as a transportation vehicle or a central preparation facility that supplies a satellite feeding location; and

2. An operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises; and regardless of whether there is a charge for the food.

(B) A food establishment does not include:

1. An establishment that offers only prepackaged foods that are not potentially hazardous; time/temperature control for safety foods.

2. A produce stand that offers only whole, uncut fresh fruits and vegetables;

3. A food processing plant;

4. A kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function such as a religious or charitable organization's bake sale if the consumer is informed by a clearly visible placard at the sale or service location that the food is prepared in a kitchen that is not subject to regulation and inspection by the public health director;

5. An area where food that is prepared in Subsection (B)4 of
6. A kitchen in a private home, such as a small family daycare provider; or a bed and breakfast operation that prepares and offers food to guests if the home is owner occupied, the number of available guest bedrooms does not exceed six (6), breakfast is the only meal offered, the number of guests served does not exceed eighteen (18), and the consumer is informed by statements contained in published advertisements, mailed brochures, and placards posted at the registration area stating the food is prepared in a kitchen that is not regulated and inspected by the public health inspector; or

7. A private residential structure not open to the public that receives catered or home delivered food or is leased to more than one (1) person and contains a communal kitchen used by the lessees and guests of the lessees.

(C) Category I Facility: A food establishment that presents a high relative risk of causing food borne outbreaks and/or the type of population served by the facility. Category I facilities include those where the following operations occur:

1. Cooling of potentially hazardous time/temperature control for safety foods as part of the food handling operation at the facility;

2. Potentially hazardous Time/temperature control for safety foods that are prepared hot or cold and held hot or cold for more than twelve (12) hours before serving;

3. Potentially hazardous Time/temperature control for safety foods cooked and cooled food that must be reheated;

4. Potentially hazardous Time/temperature control for safety foods that are prepared for off premises service for which time-temperature requirements during transportation, holding and service are relevant;

5. Complex preparation of food or extensive handling of raw ingredients with hand contact for ready to eat foods that occurs as
<p>| | |</p>
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<td>part of the food handling operations at the facility;</td>
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<tr>
<td>6.</td>
<td>Vacuum packaging and/or other forms of reduced oxygen packaging are performed at the retail level; or</td>
</tr>
<tr>
<td>7.</td>
<td>Where immunocompromised individuals (the elderly, children under age four (4), or pregnant women) comprise the majority of the consuming population.</td>
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</tbody>
</table>

(D) **Category II Facility**: A food establishment that presents a medium relative risk of causing food borne illness based upon a few food handling operations typically implicated in food borne illness outbreaks. Category II facilities include those where the following operations occur:

1. Hot or cold foods are held at required temperatures for no more than twelve (12) hours and are restricted to same day service; |
2. Food prepared from raw ingredients that requires only minimal assembly; or |
3. Food that requires complex preparation (fresh, canned or frozen) is obtained from approved food processing plants, category I food establishments or retail food stores. |

(E) **Category III Facility**: A food establishment that presents a low relative risk of causing food borne illness based upon few or no food handling operations typically implicated in food borne illness outbreaks. Category III facilities include those where the following operations occur:

1. Only prepackaged foods are available or served in the facility and any potentially hazardous time/temperature control for safety foods are commercially prepackaged in an approved processing plant; |
2. Only limited preparation of non-potentially hazardous foods and beverages (snack foods and carbonated beverages) occurs |

~5~
<table>
<thead>
<tr>
<th><strong>at the facility; or</strong></th>
<th>3. Only beverages (alcoholic or nonalcoholic) are served at the facility.</th>
</tr>
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<tbody>
<tr>
<td><strong>PERSON.</strong></td>
<td>An individual, or a firm, partnership, company, corporation, trustee, association, or public or private entity.</td>
</tr>
<tr>
<td><strong>Priority Item</strong></td>
<td>(1) “Priority item” A provision in this Code whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard.</td>
</tr>
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<td></td>
<td>(2) &quot;Priority item&quot; includes items with a quantifiable measure to show control of hazards such as cooking, reheating, cooling, handwashing; and</td>
</tr>
<tr>
<td></td>
<td>(3) &quot;Priority item&quot; is an item that is denoted in this Code with a superscript P⁻.</td>
</tr>
<tr>
<td><strong>Priority Foundation Item:</strong></td>
<td>(1) &quot;Priority foundation item&quot; means a provision in this Code whose application supports, facilitates or enables one or more PRIORITY ITEMS.</td>
</tr>
<tr>
<td></td>
<td>(2) &quot;Priority foundation item&quot; includes an item that requires the purposeful incorporation of specific actions, equipment or procedures by industry management to attain control of risk factors that contribute to foodborne illness or injury such as personnel training, infrastructure or necessary equipment, HACCP plans, documentation or record keeping, and labeling; and</td>
</tr>
<tr>
<td></td>
<td>(3) &quot;Priority foundation item&quot; is an item that is denoted in this Code with a superscript Pf⁻.</td>
</tr>
<tr>
<td><strong>SEASONAL FOOD ESTABLISHMENT.</strong></td>
<td>A food establishment which operates for no more than six (6) months out of the calendar year. The menu of a seasonal food establishment will be limited based on the City of Evanston’s Department of Health review of the establishment and its operations. All seasonal food establishments must be operated in compliance with the Evanston retail food service code, and will be</td>
</tr>
</tbody>
</table>
charged according to the fee schedule set out in Section 8-6-7, "License And Other Fees," of this Chapter.

<table>
<thead>
<tr>
<th>SQUARE FOOTAGE.</th>
<th>The gross area of the entire food establishment premises, including the food service, storage and preparation areas.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEMPORARY FOOD ESTABLISHMENT.</td>
<td>A food establishment that operates at a fixed location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event or celebration.</td>
</tr>
</tbody>
</table>

**Time/Temperature Control for Safety Food** (formerly "potentially hazardous food" (PHF)):

"Time/temperature control for safety food" means a FOOD that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

### 8-6-3. - LICENSE REQUIRED; APPLICATION.

(A) It shall be unlawful for any person to operate within the City a "food establishment," as defined in this Chapter, without first having obtained a license for that purpose.

(B) Any person desiring to operate a food establishment shall make written application for such license to the Public Health Director. The application for such license shall be on forms provided by the Public Health Director and shall include:

1. The name, signature and address of each applicant; each corporate officer; and the name, location and type of proposed food establishment.

2. The proposed scope of operations and a description of the premises where such food operation is to be conducted.

(C) The licensee shall notify the health department in writing of any changes in the license application information within thirty (30) days of such change.

(D) A valid license to operate a food establishment shall be posted at all times so as to be clearly visible to all patrons.
(E) It shall be unlawful to transfer any such license from one person to another.

8-6-4. - ISSUANCE OF LICENSE.

(A) Prior to issuance of a license, the Public Health Director shall cause to be made an inspection of the premises described in such application to determine whether said premises is in compliance with the requirements of this Chapter.

(B) Prior to issuance of a license, the Director of Community and Economic Development shall cause an inspection to be made to ascertain that the premises may be used for the purpose in conformity with the zoning regulations and other ordinances of the City applicable thereto.

(C) Prior to issuance of a license, the Fire Chief shall cause an inspection to be made to ascertain that the premises conforms with the requirements of the municipal codes and ordinances for fire and life safety.

(D) The Public Health Director may issue a license to operate a food establishment if the proposed food establishment complies with the requirements of this Chapter and all other applicable ordinances.

(E) The Public Health Director may deny a license to operate a food establishment if the proposed food establishment fails to comply with the requirements of this Chapter and all other applicable ordinances.

1. The Public Health Director may deny a license based on:
   a. Consistent documented poor performance on routine sanitation inspections;
   b. Persistent sanitation complaints and/or illness outbreaks linked to the establishment; or
   c. Violations of other applicable codes that negatively affect the health and welfare of Evanston residents.

8-6-5. - TRANSFER OF OWNERSHIP.

Whenever ownership of a food establishment is to be transferred from the licensee named in the license to a new owner who is applying for a license:

(A) The transferee must obtain a new license. The transferee shall notify the Evanston health department in writing of the transfer and apply for a new license at least thirty (30) days prior to final transfer.

(B) The transferor shall notify the department in writing at least thirty (30) days prior to final transfer. The transferor shall remain responsible for the operation of the food establishment until such time as a license is issued to the transferee.
(C) The transferor and transferee shall remain jointly and severally liable for all penalties, except monetary fines, assessed against the food establishment which are imposed for violations occurring prior to transfer of ownership. The transferor shall remain liable for all monetary penalties imposed on the food establishment prior to transfer of ownership.

8-6-6. - TERM OF LICENSES; RENEWAL.

All licenses provided in this Chapter shall expire on December 31 following the date of issuance. Failure to comply with all the provisions of this Chapter shall constitute grounds for nonrenewal.

8-6-7. - LICENSE AND OTHER FEES.

(A) License Fees.

<table>
<thead>
<tr>
<th>1. Category I food establishment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Less than 5,000 square footage</td>
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<tr>
<td>b. 5,000 square footage or more</td>
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</tbody>
</table>

| 2. Category II food establishment | 418.00 per year |

| 3. Category III food establishment | 239.00 per year |

<p>| 4. Homeless shelters               | 58.00 per year  |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>5.</td>
<td>Soup kitchens</td>
</tr>
<tr>
<td>6.</td>
<td>Women's shelter</td>
</tr>
<tr>
<td>7.</td>
<td>Daycare centers:</td>
</tr>
<tr>
<td>a.</td>
<td>Category I food establishments</td>
</tr>
<tr>
<td>b.</td>
<td>Category II food establishments</td>
</tr>
<tr>
<td>c.</td>
<td>Category III food establishments</td>
</tr>
<tr>
<td>8.</td>
<td>Temporary food establishments (other than those licensed in Subsections (A)1 through (A)3 of this Section)</td>
</tr>
<tr>
<td>9.</td>
<td>Beverage dispensing vending machines</td>
</tr>
<tr>
<td>10.</td>
<td>Concession/snack dispensing vending machines</td>
</tr>
<tr>
<td>11.</td>
<td>Food dispensing vending machines</td>
</tr>
</tbody>
</table>
12. Seasonal food establishments

225.00 per season

(B) Other Fees. Plan review per Section 8-6-18 of this Chapter, three hundred fifty seven dollars ($357.00).

(C) Proration Of Fees. The fee to be paid for any license which shall expire less than six (6) months from the date such license was required to be issued shall be one-half (½) the annual fee provided by this Section.

(D) Late Payment Penalty. Failure to pay the annual renewal fee on any business license within six (6) weeks of license expiration shall result in an additional late charge of thirty percent (30%).

(E) Re-inspection Fees. A one hundred dollars ($100.00) re-inspection fee shall be assessed to the licensee of any establishment for each re-inspection conducted by the City Manager, Public Health Director or his/her designee to address a violation(s) not corrected on the first re-inspection.

(F) Increases. All fees will be increased annually based on the Cook County consumer price index. The fee schedule for each year will be available from the City Manager, Public Health Director or his/her designee on or before December 1 of the year prior to it becoming effective.

(G) Exempt From License Fees.

1. Licensed long term care facilities;
2. Licensed child residential care homes;
3. Licensed child daycare homes.

8-6-8. - SUSPENSION OF LICENSE.

(A) The City Manager, Public Health Director or his/her designee may, upon written notice, without prior warning, notice, or hearing, suspend any license to operate a food establishment if the holder of the license does not comply with the requirements of this Chapter, or if operation of the establishment otherwise constitutes a substantial hazard to the public health. When a license is suspended, food service operations shall immediately cease.

(B) Whenever a license to operate a food establishment is suspended, the holder of the license to operate the food establishment, or the person in charge, shall be
notified in writing that the license to operate the food establishment is, upon
service of the notice, immediately suspended and that an opportunity for a
hearing will be provided if a written request for a hearing is filed with the City
Manager or his/her designee by the holder of the license within ten (10) days. If a
written request is filed within ten (10) days, an opportunity for a hearing with the –
Public Health Director or his/her designee shall be afforded within twenty (20)
days of receipt of the request. If no written request for a hearing is filed within ten
(10) days, the suspension is sustained. -Public Health Director or his/her
designee shall end the suspension if the reasons for the suspension no longer
exist.

8-6-9. - REVOCATION OF LICENSE.

(A) The -Public Health Director or his/her designee may, after providing opportunity
for a hearing, revoke a license for:

1. Serious violations of this Chapter or State of Illinois or federal law; or

2. Repeated violations of this Chapter found in consecutive inspections; or

3. Interference with the City Manager or his/her designee in the performance
   of his/her duty to enforce or administer this Chapter.

(B) Before revocation, -Public Health Director or his/her designee shall notify the
holder of the license to operate the food establishment, or the person in charge,
in writing, of the reasons for which such license is subject to revocation. The
license to operate the food establishment shall be revoked at the end of the five
(5) days following service of such notice unless a written request for a hearing is
filed with the -Public Health Director or his/her designee by the holder of the
license within such five (5) day period. If no request for hearing is filed within the
five (5) day period, the revocation of the license to operate the food
establishment becomes final.

8-6-10. - SERVICE OF NOTICE.

A notice provided for in this Chapter is properly served when it is delivered to the holder
of the license to operate the food establishment, or when it is delivered to the person in
charge, or when it is sent by registered or certified mail, return receipt requested, to the
last known address of the holder of such license to operate a food establishment. A
copy of the notice shall be filed in the records of the -Public Health Manager or his/her
designee.

8-6-11. - HEARINGS.

As provided in Sections 8-6-8 and 8-6-9 of this Chapter, a hearing shall be conducted
by the City Manager or his/her designee affording the licensee an opportunity to appear
and defend against the charges. The -Public Health Director or his/her designee shall make a final decision in writing, including the reasons for such decision, and shall serve said decision on the licensee within ten (10) days after conclusion of the hearing. At all times, it shall be the licensee’s burden to show cause why any license should not be revoked.

8-6-12. - APPLICATION FOR LICENSE AFTER REVOCATION.

Whenever a revocation of a license to operate a food establishment has become final, the holder of such revoked license may make written application for a new license to operate a food establishment as provided in this Chapter.

8-6-13. - INSPECTION FREQUENCY.

The inspection frequency of a food establishment shall be determined by the category of the food establishment.

8-6-14. - ACCESS.

(A) The -Public Health Director or his/her designee, after proper identification, shall be permitted to enter any food establishment at any reasonable time for the purpose of making inspections to determine compliance with this Chapter.

(B) The -Public Health Director or his/her designee shall be permitted to examine records of the establishment, wherever maintained, to obtain information pertaining to food and supplies purchased, received, or used. Denial of access as herein provided shall be deemed an interference with the City Manager or his/her designee in the performance of his/her duties, provided that the -Public Health Director or his/her designee has presented proper identification, if requested.

8-6-15. - REPORT OF INSPECTIONS.

Whenever an inspection is made of a food establishment, the findings shall be recorded in writing on an inspection report form provided for that purpose. The inspection report shall state the specific violations found and establish a reasonable time period within which such violations shall be corrected.

8-6-16. - CORRECTION OF VIOLATIONS.

(A) Correction of the reported violations shall be accomplished within the period specified on the inspection report form in accordance with the following provisions:

1. If the -Public Health Director or his/her designee determines that an imminent health hazard exists including, but not limited to, those as may
be created by an extended loss of water supply, significant lack of refrigeration, significant vermin infestation, an extended power outage, or a sewage backup into the establishment, the establishment shall immediately cease affected food establishment operations. Such operations shall not be resumed until authorized by the City Manager or his/her designee.

2. When critical items, priority items and priority foundation items, as defined in this Chapter, are identified, corrective action shall be taken immediately. All violations of critical items priority and priority foundation items shall be corrected as soon as possible, but in any event, not to exceed ten (10) days following inspection.

3. Within fifteen (15) days after the inspection, the licensee shall submit a written report to the -Public Health Director or his/her designee stating the action taken to correct the critical items priority and priority foundation items and verifying that said violations have been corrected. Purchase orders of work contracts with a work completion date satisfactory to the -Public Health Director or his/her designee may be accepted as interim corrective action. A follow-up inspection shall be conducted to confirm correction.

4. All one or two (2) point weighted items shall be corrected as required on the inspection report.

5. In the case of temporary food establishments, all violations shall be corrected immediately. If these violations are not corrected, the establishment shall immediately cease food operations until authorized to resume by the -Public Health Director or his/her designee.

(B) Failure to comply with Subsections (A)1 through (A)4 of this Section shall result in suspension of the license to operate the food establishment.

(C) Whenever a food establishment is required under any of the provisions of this Chapter to suspend operations, it shall not resume operations until the establishment passes a reinspection. Opportunity for reinspection shall be offered within a reasonable time.

8-6-17. - EXAMINATION AND CONDEMNATION OF FOOD.

Food may be examined or sampled by the -Public Health Director or his/her designee as often as necessary for enforcement of this Chapter. The -Public Health Director or his/her designee may, upon written notice to the owner or person in charge, specifying with particularity the reasons therefor, place a hold order on any food which he/she believes is improperly labeled or adulterated or is in violation of any other Section of this Chapter. The -Public Health Director or his/her designee shall tag, label, or otherwise
identify any food subject to the hold order. No food subject to a hold order shall be used, served, or moved from the establishment. The -Public Health Director or his/her designee shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed per Section 8-6-11 of this Chapter. On the basis of the evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this Chapter.

8-6-18. - SUBMISSION OF PLANS.

Before construction or major remodeling of a food establishment, and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, major remodeling, or conversion shall be submitted to the -Public Health Director or his/her designee for review and approval. The plans and specifications shall be drawn to scale and indicate the proposed layout, arrangement, mechanical plans, construction materials of work areas, the type and model of proposed fixed equipment and facilities. The -Public Health Director or his/her designee shall approve the plans and specifications if they meet the requirements of this Chapter. No food establishment shall be constructed, extensively remodeled, or converted except in accordance with plans and specifications approved by the -Public Health Director or his/her designee.

A fee shall be charged for food establishment plan examination as provided in Section 8-6-7 of this Chapter.

8-6-19. - PREOPERATIONAL INSPECTION.

Whenever plans and specifications are required by this Chapter, the -Public Health Director or his/her designee shall inspect the food establishment prior to the start of operations to determine compliance with the approved plans and specifications and with the requirements of this Chapter.

8-6-20. - PROCEDURE WHEN INFECTION IS SUSPECTED.

When the -Public Health Director or his/her designee has reasonable cause to suspect possible disease transmission from any food establishment employee, he/she may secure a morbidity history of the suspected employee, or make any other necessary investigation and shall take appropriate action. The -Public Health Director or his/her designee may require any or all of the following measures:

(A) The immediate exclusion of the employee from employment in food establishments;
The immediate closing of the food establishment concerned until, in the opinion of the Public Health Manager or his/her designee, no further danger of disease outbreak exists;

Restriction of the employee's services to some area of the establishment where there could be no danger of transmitting disease;

Adequate medical and laboratory examination of the employee, of other employees, and of the body discharges of all employees.

8-6-21. - ADDITIONAL REGULATIONS.

(A) Refuse, Litter, And Debris.

1. Disposal Of Refuse, Litter And Debris. Each food establishment shall at least once in each twenty four (24) hour period, dispose of all paper, cups, plates, napkins, garbage and all other waste material accumulated upon the premises. Disposal shall be to a lawful location. It shall also be the duty of the owner, manager, or person in charge of said establishment to, at all times, keep the premises indoors, the premises outdoors, and within a two hundred fifty foot (250') radius of all property lines on which said establishment is located, free from rubbish, litter, and other waste materials and debris including food, beverages, napkins, straws, containers, bags, utensils, cups, plates, cans and other waste materials emanating from the establishment, its patrons, or from the outside waste receptacles used by such food establishment, or from any other source. Where the above two hundred fifty foot (250') radius encompasses private property, permission to encroach on said private property shall be obtained from the property owner.

2. Waste Receptacles And Required Signage For Type 2 Restaurants, As Defined In This Code. A waste receptacle shall be placed at each pedestrian exit from the restaurant building and each vehicular exit from the restaurant parking area. Conspicuous signage complying with the sign ordinance shall be posted within the building and at each waste receptacle location required above describing the requirements and penalties of the City ordinance applicable to litter.

3. Type 2 Restaurant Collection Plan Posted. Each Type 2 restaurant shall have its litter collection plan posted in conspicuous signage in its employee and public areas.

(B) Operating Subject To Other Ordinances. Every owner, manager, or person in charge of a food establishment shall be subject, in the operation of said establishment, to any and all other applicable ordinances including, but not
limited to, zoning ordinance requirements and other requirements that may be imposed by the City Council as a condition of special use approval.

(C) Unnecessary Noise. No patron of a food establishment or any other person, shall make or cause to be made any loud or unnecessary noise or disturbance upon said premises in violation of Section 9-5-20 of this Code. The licensee of the restaurant shall be deemed responsible where repeated violations of Section 9-5-20 of this Code occur on the premises or frequent complaints are made of such violations, and the licensee has failed to make reasonable efforts to control the noises and disturbances.

8-6-22. - PENALTIES AND REMEDIES.

(A) Any person who violates or fails to perform any duty imposed by this Chapter shall be guilty of an offense punishable by a fine of not less than five hundred dollars ($500.00). A separate offense shall be deemed committed for each day that a violation continues.

(B) The City Manager or his/her designee may seek to enjoin violations of this Chapter.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: Ordinance 152-O-18 shall be in full force and effect on January 1, 2019, after its passage, approval, and publication in the manner provided by law.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: ________________, 2018

Adopted: ________________, 2018

Approved: ____________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council

From: Kimberly Richardson, Deputy City Manager

Subject: Ordinance 140-O-18, Amending City Code Section 2-13-1, “Board Establishment and Composition” of the Animal Welfare Board

Date: November 8, 2018

Recommended Action:
Rules Committee and staff requests City Council adoption of Ordinance 140-O-18 amending Section 2-13-1 “Board Establishment and Composition” of the Animal Welfare Board, reducing the number of members from seven (7) to six (6), and the number of City Council members from two (2) to one (1). Ordinance 140-O-18 was Introduced at the November 12, 2018 City Council meeting.

Livability Benefits:
Innovation and Process: Support local government best practices and processes

Summary:
Alderman Melissa Wynne stepped down from serving on the Board of Animal Control this fall. On October 1, 2018, the Rules Committee discussed the opening, and decided to remove the second Council position for this Board, reducing the amount of City Council members serving from 2 to 1 and reducing the amount of persons serving on the Board from 7 to 6.

Attachments:
Ordinance 140-O-18
AN ORDINANCE

Amending City Code Section 2-13-1, Board Establishment and Composition” of the Animal Welfare Board

SECTION 1: Subsection 2-13-1, “Board Establishment and Composition,” of the Evanston City Code of 2012, as amended (the “City Code”), is hereby further amended to read as follows:

2-13-1. - BOARD ESTABLISHMENT AND COMPOSITION.

The Mayor, with the approval of the City Council, shall appoint six (6) seven (7) persons who shall constitute and be known as the Animal Welfare Board. The Board members shall include one (1) two (2) City Council members; one (1) member of the Volunteer Animal Organization ("VAO"); and four (4) members at large that are residents of the City of Evanston. The Chief Animal Warden shall serve as a staff liaison to the Board.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

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

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: _____________, 2018

Adopted: _____________, 2018

Approved: _____________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk