CITY COUNCIL REGULAR MEETING

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

(II) Mayor Public Announcements and Proclamations
National Hunger & Homelessness Awareness Week, November 11-17

(III) City Manager Public Announcements
Retirement of Bob Dorneker, Assistant Director of Parks, Recreation & Community Services
Recognition of Cindy Plante, Economic Development Coordinator

(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) 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/](http://www.cityofevanston.org/city-budget/).

For Discussion

(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 22, 2018 and October 27, 2018.

For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(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**

(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**
(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**

(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**

(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**

(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**
(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

(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

(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
(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

(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

(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 ($0.50) per hour and all twenty (20) minute meters from twenty-five cents ($.25) to 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

(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
(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**

(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**

(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**
(A27) 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

(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.
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, 2018. Funding is provided by the Parking Fund. The anticipated expense for this program is estimated at $30,000.
For Action

PLANNING & DEVELOPMENT COMMITTEE

(P1) Vacation Rental License for 1918 Jackson Avenue
City 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

(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
(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**

(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**

(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**
(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*

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**RULES COMMITTEE**

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

Rules Committee and staff requests City Council adoption of Ordinance 140-O-18 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*

(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*

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**ECONOMIC DEVELOPMENT COMMITTEE**

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

Economic Development committee and staff seeks City Manager authorization 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*
(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 NOVEMBER 2018
Upcoming Aldermanic Committee Meetings

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<th>Date</th>
<th>Time</th>
<th>Committee</th>
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<tbody>
<tr>
<td>11/13/2018</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
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<tr>
<td>11/19/2018</td>
<td>7:00 PM</td>
<td>City Council</td>
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<tr>
<td>11/21/2018</td>
<td>6:30 PM</td>
<td>M/W/EBE Committee - CANCELED</td>
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<tr>
<td>11/26/2018</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development and City Council</td>
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<tr>
<td>11/28/2018</td>
<td>6:00 PM</td>
<td>Transportation &amp; Parking Committee</td>
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<tr>
<td>11/28/2018</td>
<td>7:30 PM</td>
<td>Economic Development Committee</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: Workforce Development Plan
Date: November 8, 2018

The City Council has requested additional information on the development of a more targeted effort on workforce development. The information below has been developed as the initial plan behind the effort.

Over the past two weeks, staff has had additional discussions about this initiative. While the information below remains the intended framework, I believe further discussion is necessary with impacted staff citywide before this new workforce development can be launched. I will continue discussions with staff and will keep the City Council updated on these efforts.

As the City continues to work to address housing, equity, human service goals, and better align work activities to measureable outcomes, staff has initiated plans for creating a holistic workforce development division that expands on existing work and accomplishes the following:

1) Establishes an Office for Workforce Development and Innovation (OWDI);
2) Serves as a primary point of contact for the City’s relationship to local employers and their participation in Elevate Evanston and its work;
3) Positions the leadership within the OWDI to collaborate across all City Departments and engage with the City’s outreach efforts regarding affordable housing initiatives, transportation and mobility, equity and inclusion, arts, sustainability, Age Friendly Evanston! initiative, and youth programs; and
4) Prepares the City’s annual workforce development work plan, monitors progress, and regularly reports to the City Council on movement in goal areas.

To accomplish this, this division will be led by a newly created position, the Workforce Development and Innovation Manager/Executive Director of Elevate Evanston. This position will be a management level position and oversee the efforts to engage in the following:
• Build and establish partnerships with organizations that work with various populations identified in this memorandum;
• Craft annual workplans for workforce development for City Council review and approval that engages all individuals who fall within the underemployed and unemployed categories;
• Serve as staff liaison to the M/W/EBE Committee;
• Implement identified strategies within the workforce development plan; and
• Monitor progress and development of reports to determine if plan objectives are met and examine longitudinal success of efforts; and
• Provide recommendations to improve outcomes.

This memorandum focuses on opportunity areas for new work areas for the OWDI.

Livability Benefits:
Economy & Jobs; Equity and Empowerment

Background:
The 80th City Council has focused on a number of different goals in its tenure. The 2018 goals like expansion of affordable housing and enhancement of community development and job creation citywide have received significant time and attention over the past calendar year. The City Council has spent the past year studying and implementing changes to accomplish work toward its affordable housing goal. As has been discussed, a challenge to fostering housing choice and affordable housing is that wages for many Evanstonians and the larger northeastern Illinois region have not kept pace with the cost of housing. A National Low Income Housing Coalition report documents that in 2018, a minimum wage worker ($8.25/hour) in Cook County would have to work 2.5 full-time jobs to afford a one-bedroom apartment at Fair Market Rent. In Cook County, to afford a two-bedroom unit at Fair Market Rent, a family would have to earn $22.87 per hour.

In order to continue to address, Evanston's affordable housing challenges and equity and empowerment issues, a holistic approach to workforce development at all income levels and different stages of life must be undertaken.

Evanston holds a strong place in local and regional workforce development efforts and a framework to execute a more coordinated approach to workforce development exists. The City’s role as a bridge between community members, employers, and workforce development programs has demonstrated strong outcomes as it pertains to the youth and young adult populations. The work to establish and elevate the OWDI builds on the Youth and Young Programs Division’s 2017 Strategic Operational Plan; with particular emphasis of work contemplated under Goal 3, “Develop and promote employment and workforce development programs that will equip participants with 21st century in-demand employment skills.” This Goal builds on the work to include other populations of the community in Evanston that needs assistance as it pertains to workforce development.
As work is undertaken to better form a vision and expand the operational plan for the OWDI, the following is contemplated:

**Targeted Outreach to All of Evanston’s Populations.** Currently, work focuses on the youth and young adult populations and often will extend to supportive and wraparound services to members of that youth or young adults’ families. More needs to be done to build a workforce development plan that addresses those that might not come through a division focused on just young people. Targeted outreach could focus on older adults, women, persons with disabilities, individuals re-entering workforce after caring for family members, those engaged in the “gig economy” or “side jobs” that often cannot translate small work into a career path. To underscore and highlight the complexity of meeting the needs of an evolving workforce and describe the different types of workers – young to old, low-skilled to highly-skilled and educated, the Brookings Institution published, “Meet the out-of-work: Local profiles of jobless adults and strategies to connect them to employment”. Accompanying this report are strategies that address how to support different populations reach the same goal – find gainful employment and earn a wage that supports themselves and families. Many of these strategies are present in the work the City and its partners do with workforce.

**Establish metrics and measurement tools for monitoring and tracking success and opportunities for improvement.** The City’s current tool, the STAR Communities Assessment, tracks outcomes and actions that promote sustainability and show measurable progress on improvement in these areas. Under the STAR Goal area, the City has significant room for growth in improving its score under “Economy and Jobs”. In 2018, the total goal attainment was 55.8 points out of a possible 100 (the second lowest category the City obtained points in). The table below highlights areas for growth.

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<thead>
<tr>
<th>STAR Objective</th>
<th>Points Achieved</th>
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<tr>
<td>EJ-1: Business Retention &amp; Development</td>
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<td>EJ-2: Green Market Development</td>
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<td>EJ-3: Local Economy</td>
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<td><strong>EJ-4: Quality Jobs &amp; Living Wages</strong></td>
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<tr>
<td>EJ-5: Targeted Industry Development</td>
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<tr>
<td>EJ-6: Workforce Readiness</td>
<td>8.1/15</td>
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Within the “Economy & Jobs” section there are the several “Outcomes” and “Actions” that the City did not receive credit or points for. Outcomes are measurements that provide insight on improvement toward a more sustainable community; actions are tasks or activities as they relate to improving the condition on a matter or policy. The following list highlights areas that are opportunities for the City to grow and parts of the STAR goal area in which the City did not receive credit:

- Amendment of existing local economic development plans and strategies to focus market demand for green jobs, technology, products and services.
• Create educational materials to define the larger vision of economic sustainability as one that proactively fosters green businesses, green jobs, and green practices.
• Increase real median household income over time.
• Demonstrate that 80% of household incomes in the jurisdiction meet or exceed the living wage standard.
• Demonstrate that income inequality in the region and locally is decreasing over time.
• Enact a living wage policy that covers local government employees, contractors, and entities receiving financial incentives or assistance from the local government.
• Require that local government contractors provide at least 2 of the following benefits to their employees: paid sick days, paid family leave, flexible scheduling, job sharing, and easily accessible childcare.
• Support a Best Places to Work campaign to recognize local businesses that support employees and their families.
• Coordinate with universities, community colleges, the local workforce investment board, private firms and other community stakeholders to align research, workforce development, and resources to support targeted industry sectors.
• Demonstrate improvements in workforce training outcomes for participants over the past 3 years.
• Demonstrate an increasing percentage of individuals within each racial, ethnic, and gender subgroups have obtained a high-quality post-secondary educational degree or credential over time.
• Adopt a workforce development plan or comprehensive strategy to educate, train, and prepare residents for local employment opportunities.
• Produce an annual report that tracks workforce readiness performance measures.
• Invest in community college or other credential-granting program facilities and capital improvements to accommodate residents and members of the local workforce.

Engage in stronger efforts with local employers to remove barriers to employment, improve wages, and develop career pathways. The Mayor’s Elevate Evanston initiative moves forward the goals to improve the coordination across a diverse pool of employers and establishing pathways to enter careers in many sectors. This work must continue if the City is to improve local employment; employing local residents who live in close proximity to their workplace and will likely spend money earned in Evanston is a successful outcome on many levels for the local economy. In addition to building upon these relationships and establishing the pathways, the City must work with employers on several issues that will further eliminate barriers to employment and help make the most of wages earned. These issues include:

• Promoting access to high quality child care. For decades, access to high quality and affordable childcare has served as a barrier to families, particularly for women, when making employment decisions. A briefing paper from the YWCA highlights this need and provides a good background on this issue. As noted in the paper, “When mothers receive help affording child, they are more likely to obtain and maintain employment, and are better able to support their families and gain financial security.”
• **Develop workforce housing programs.** As the City has discussed different methods to create and maintain affordable housing, employers could play a role in this work. A report from [2011 by the Center for Housing Policy](#), highlights the importance that affordable housing holds in creating jobs and stimulating economic development. In particular it notes, “The availability of affordable housing near jobs has been recognized by both employers and workers as an important asset.”

• **Examine opportunities to improve workplace conditions.** Employers that work to strike a balance between “purpose and profit” are called [Certified B Corporations](#). Through a certification process, businesses are evaluated on various social and environmental performances, public transparency, and legal accountability. These can include things like paid sick leave for employees, level of contributions to local communities, incentives to employees, and integration of sustainability into its mission. A [2016 Huffington Post](#) article highlights the competitive advantage this certification could have for businesses in the future.

**Attachments:**

STAR Goal Area: Economy & Jobs
GOAL AREA: Economy & Jobs

Create equitably shared prosperity and access to quality jobs

Introduction

The 6 objectives of STAR’s Economy & Jobs Goal Area work together to promote equitably shared prosperity and access to quality jobs. EJ-1: Business Retention & Development and EJ-3: Local Economy both focus on supporting existing businesses within the community to retain workers and drive expansion to create a self-reliant local economy. Economic development efforts should consider not only the number of businesses, but the mix of businesses that suit the community and respond to its needs.

Recognizing that a robust local economy also needs to attract and incubate new businesses, EJ-5: Targeted Industry Development and EJ-2: Green Market Development seek to focus industry clusters and promote emerging green industries that protect the environment while strengthening and diversifying the local economy.

EJ-4: Quality Jobs & Living Wages evaluates workers’ quality of life through increased household income and living wages, while EJ-6: Workforce Readiness recognizes the importance of a skilled workforce to fulfill local business needs and take advantage of available job opportunities.

<table>
<thead>
<tr>
<th>Objective Number</th>
<th>Objective Title and Purpose</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>EJ-1</td>
<td><strong>Business Retention &amp; Development</strong>: Foster equitable economic prosperity and stability by retaining and expanding businesses in all neighborhoods with support from the business community</td>
<td>20</td>
</tr>
<tr>
<td>EJ-2</td>
<td><strong>Green Market Development</strong>: Increase overall market demand for products and services that protect the environment</td>
<td>15</td>
</tr>
<tr>
<td>EJ-3</td>
<td><strong>Local Economy</strong>: Create an increasingly self-reliant community through a robust local economy that strongly supports small independent businesses</td>
<td>15</td>
</tr>
<tr>
<td>EJ-4</td>
<td><strong>Quality Jobs &amp; Living Wages</strong>: Expand job opportunities that support upward economic mobility, offer supportive workplace policies, and pay living wages so that all working people and their families can afford basic necessities without governmental assistance</td>
<td>20</td>
</tr>
<tr>
<td>EJ-5</td>
<td><strong>Targeted Industry Development</strong>: Increase local competitiveness by strengthening clusters of businesses, suppliers, and associated institutions</td>
<td>15</td>
</tr>
<tr>
<td>EJ-6</td>
<td><strong>Workforce Readiness</strong>: Prepare the workforce for successful employment through increasing attainment of post-secondary education and improving outcomes of workforce development programs</td>
<td>15</td>
</tr>
</tbody>
</table>

Total Points Available: 100
PURPOSE

Foster equitable economic prosperity and stability by retaining and expanding businesses in all neighborhoods with support from the business community.

EVALUATION MEASURES

Community Level Outcomes
100% of points available through Outcomes

Outcome 1: Businesses
7.5 Points

Demonstrate an increased number of business establishments in the jurisdiction over time.

This outcome measure helps characterize the health of the region’s overall business development patterns. More business establishments provide employment opportunities and resources to residents and communities.

For credit, show an increasing number of business establishments in the jurisdiction over 3 years. Applicants should submit data that most effectively indicates business development in the community over time. Ideally, analysis of local business licensing or economic development data would provide this data.

If local jurisdiction data is not available, the applicant may submit data from the Census’ County Business Patterns. County applicants must use the “County” geographic area. Cities or towns may elect to use a different geographical scale, such as county, Metro/Micropolitan Statistical Area or Zip Code, if it is a better representation of economic activity. Applicants must note the data source and geographic scale used in the STAR-provided Excel spreadsheet.

To do this, go to American FactFinder2 and click “Advanced Search”. Then, follow these steps:

1. Select Topics from the blue box fields in the left margin. Then, click Program and select Business Patterns. Close Topics menu;
2. Select Geographies from the blue box fields in the left margin. Click Name from the tabs along the top;
3. Type the name of the jurisdiction in the search box and click Go;
4. Select the box next to the most appropriate geography and then select Add. If using ZIP Codes, select the geography with All 5-Digit ZIP Codes fully within/partially within…;
5. Close Geographies menu;
6. From the list of options, select the most recent Geography Area Series: County Business Patterns table;
7. Record the most recent year and the Number of establishments from the Total for all sectors row.
If using ZIP Codes, the applicant may need to sum the totals for each ZIP Code. If this is the case, do not include any values from ZIP 99999 in the total; and

8. Record the values for the previous 2 years. This data can be accessed from the call out box along the left side of the webpage.

For verification, provide the total number of business establishments created in the jurisdiction for the most recent 3 years and upload a completed STAR-provided Excel spreadsheet. If local data was used, provide a short description of the data source used.

**Outcome 2: Employment**

7.5 Points

- Part 1: Demonstrate the percentage change between the jurisdiction’s employment rate and the national rate is 10% or better [Partial credit available]
- **--AND--**
- Part 2: Demonstrate the percentage change between the jurisdiction’s unemployment rate and the national rate is 10% or better [Partial credit available]

Employment and unemployment rates are basic indicators of the economy. An increasing employment rate indicates that the local workforce has the skills needed for the jobs that are available. A decreasing unemployment rate signals that the economy is strong enough to provide jobs for those who are able to work.

For full credit, show that the percentage of employed persons in the jurisdiction is at least 10% greater than the national percentage of employed persons and that the jurisdiction’s unemployment rate is at least 10% less than the national unemployment rate. Any values that meet these thresholds or are within the Margin of Error will receive full credit. Partial credit is available for achievement in either Part 1 or Part 2. Further, if jurisdiction does not demonstrate achievement in Part 1 and/or Part 2, partial credit may be earned by demonstrating a trend of improvement over the most recent 3-year reporting period. See Points Appendix for information on partial credit.

Data for this outcome is available from the Census’ American Community Survey (ACS) through American FactFinder2. Open the ACS, then follow these steps:

1. Enter the following dataset in the Topic or Table Name field: S2301 – Employment Status;
2. Enter the city or county name in the State, County, or Place field. In some cases, the Metropolitan or Micropolitan Statistical Area may be a better representation of the community than the jurisdiction. Select the scale appropriately and note which scale is being used in the spreadsheet. The same scale must be used for both parts.
3. Click Go;
4. Select the most recent ACS 5-year estimates;
5. From the Population 16 years and over row, record the values for Employed – Estimate, Employed – Margin of Error, Unemployment rate, and Unemployment rate – Margin of Error in the STAR-provided Excel spreadsheet. For the Margin of Error values, do not include the +/-;
6. For the national data, clear the jurisdiction from the search area and rerun query. Then, repeat steps 4 and 5, but for the National value.

The spreadsheet contains imbedded formulas that will calculate whether or not threshold is met. If 1 or more of the values do not qualify for credit, applicants may receive partial credit by submitting trend data demonstrating an improvement in the jurisdiction’s Employed or Unemployment Rate over the past 3 years.

Using the previous 2 years of ACS 5-year estimates, enter the Employed and Unemployment rate data in the spreadsheet. The spreadsheet will indicate if the values qualify for partial credit. Note that Margin of Error data is not used to demonstrate achievement of an improving trend.

For verification, provide the most recent percentage of employed, the unemployment rate, and the completed STAR-provided Excel spreadsheet demonstrating achievement.

**Outcome 3: Equitable Employment**

5 Points

**Part 1:** Demonstrate the percentages of employed are proportional to the population in the labor force for each racial/ethnic group [Partial credit available]

--AND--

**Part 2:** Demonstrate unemployment rates are proportional to the population in the civilian labor force for each racial/ethnic group [Partial credit available]

Limited disparities in community member employment and unemployment rates across races and ethnicities indicate that all community members are able to successfully find work. According to PolicyLink and the National Equity Atlas, racial differences in employment result from differences in education, training, and experience as well as other barriers to employment for workers of color, such as limited English language ability, immigration status, criminal records, lack of transportation access, and racial discrimination and bias. Local governments can work with local employers and institutions to remove these barriers, increase education, and promote job training programs for all community members.

In Part 1, the applicant must show that the percentage of employed and active military within each race and ethnicity cohort is greater than or equal to the proportion of that cohort in the labor force.

In Part 2, the applicant must show that the unemployment rate within each race and ethnicity cohort is less than or equal to the proportion of that cohort in the civilian labor force. The unemployment rate in the Census only considers the civilian labor force. Partial credit is available for each cohort achieving the threshold.

Data for this outcome is available from the Census’ American Community Survey (ACS) through American FactFinder2. Open the ACS, then follow these steps:

1. Enter the following dataset in the Topic or Table Name field: S2301 – Employment Status;

2. Enter the city or county name in the State, County, or Place field. In some cases, the Metropolitan or Micropolitan Statistical Area may be a better representation of the community than the jurisdiction. Select the scale appropriately and note which scale is being used in the spreadsheet. The same scale must be used for both parts.
3. Click Go;
4. Select the most recent ACS 5-year estimates;
5. From the rows listing each Race and Hispanic or Latino origin, record the values for White, Black or African American, American Indian and Alaska Native, Asian, Native Hawaiian or other Pacific Islander, Some other race, Two or more races, and Hispanic or Latino origin (of any race) in the STAR-provided Excel spreadsheet; and
6. Given the Margins of Error for each cohort can vary and impact achievement of the threshold, enter the Margin of Error for Employed and Unemployment Rate in calculating the differences. Do not include the +/-.

The spreadsheet contains imbedded formulas that will calculate whether or not threshold is met for each cohort.

Alternatively, the applicant may supply locally derived data, but such data must be reliable, accessible, and use similar employment definitions as used by the Census. Data must be submitted for White, Black or African American, American Indian and Alaska Native, Asian, Native Hawaiian or other Pacific Islander, Some other race, Two or more races, and Hispanic or Latino origin (of any race).

For full credit, the applicant must demonstrate all cohorts meet the threshold for Parts 1 and 2. Partial credit is available for each cohort achieving the threshold.

For verification in Part 1, provide the most recent annual employed value for each cohort. For verification in Part 2, provide the most recent annual unemployment rate for each cohort. For Parts 1 and 2, provide the completed STAR-provided Excel spreadsheet showing the calculations for each cohort.

### Local Actions

70% of points available through Actions

**Action 1:** Partnerships and Collaboration

Formally engage with the business community on a monthly or quarterly basis to improve economic conditions and address specific needs

Formal engagement should involve the local government seeking out and engaging the business community to better understand their needs and conditions, and work with them to address specific issues.

For example, the local government could work with the business community to improve processes, market and promote special events, support promotional campaigns for retail centers/corridors, and assist in recognition programs for successful businesses.

Examples of entities from the business community that the local government may formally engage with include:
Partnerships and Collaboration

Action 3: Partnerships and Collaboration

Appoint an advisory body to provide recommendations and represent the business community in local decision-making

The advisory body should be made up of a variety of community business representatives and have a formal role in advising the local government on business community trends, conditions, and activities. The advisory body may also function to provide education to local business on government-provided services, provide updates to local business on major projects that will support businesses, and provide opportunities for networking between business with similar goals and aspirations.

Example of advisory bodies include:
- Minority-Owned or Women-Owned Business Advisory Committees;
- Small Business Development Advisory Boards;
- Economic Development Boards; and/or
- An economic advisory group to the local government economic development office.

Suggestions for membership in this advisory body include small business owners; minority small business owners; woman small business owners; prime contractors; architectural or engineering consultants; lending institutions; small business technical assistance organizations; minority business organizations; and/or women’s small business organizations.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.

Action 2: Partnerships and Collaboration

Appoint an advisory body to provide recommendations and represent the business community in local decision-making

The advisory body should be made up of a variety of community business representatives and have a formal role in advising the local government on business community trends, conditions, and activities. The advisory body may also function to provide education to local business on government-provided services, provide updates to local business on major projects that will support businesses, and provide opportunities for networking between business with similar goals and aspirations.

Example of advisory bodies include:
- Economic Advisory Groups to the local government economic development office;
- Business Advocacy Teams;
- Economic Development Advisory Boards;
- Neighborhood or downtown business associations; and/or
- The local Chamber of Commerce;
- A neighborhood or downtown business association; and/or
- A communitywide Business Advocacy Team.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.
• engaging in regional tax-base sharing with other local governments.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.

**Action 4:**
Enforcement and Incentives

**Utilize tax incentives to retain or expand businesses**

Businesses that choose to remain or expand provide a value to a community. Recognizing this value created, local governments may choose to encourage the decision to remain or expand through the offering of tax incentives that reduce the financial burden on the business.

Examples of tax incentives include real and/or personal property tax abatement; local sales tax rebates; tax increment financing (TIF); and/or other similar local incentives.

For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.

**Action 5:**
Enforcement and Incentives

**Provide direct financial assistance to businesses**

Direct financial assistance may take the form of private activity bonds; industrial development bonds; grants and loans; revolving loan funds; and/or gap financing.

For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.

**Action 6:**
Enforcement and Incentives

**Support business development activities in special investment zones**

Examples of special investment zones supported within the jurisdiction can include: Business Improvement Districts (BIDs); Enterprise Zones (EZs); Special Service Areas (SSAs); Innovation Districts; or other similar districts.

Since special investment zones often involve taxes and regulatory relief, they should be established through an official action of the local or state government. The zones do not need to be designated through legislation, but having only banners or maps advertising the district is not sufficient for credit in this action.
For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.

**Action 7:**
Programs and Services

*Provide direct services and trainings tailored to the needs of the business community*

Services and trainings do not need to be offered free of charge, but they should be widely advertised and available to a significant portion of the business community.

Examples include business training for micro-enterprise and/or home based businesses; management training; consulting services; research services; and/or regulatory guidance.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**Action 8:**
Programs and Services

*Provide focused support, resources, and services to young entrepreneurial companies through business incubators*

Business incubators foster entrepreneurship and contribute to local job growth. They are dedicated toward growing successful startup and early stage companies. Incubator strategies vary. Some are located in a physical space and provide networking and coaching opportunities, while others operate virtually.

For credit, describe the type of assistance provided over the past 4 years. The local government does not need to be directly involved in the business incubator. If the incubator is located outside the jurisdiction, the applicant must describe how it serves entrepreneurs located within the jurisdiction.

Examples of assistance include management and financial guidance; technical assistance and consulting; affordable rental space; shared equipment such as servers and copy machines; and/or technology infrastructure such as phone and internet and technical support.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**COMMUNITIES LEADING THE WAY**

**Boulder, CO:** The Boulder Small Business Development Center provides robust workshops, training, and consulting for local businesses and individuals.

**Frederick, MD:** The Frederick Innovative Technology Center, Inc. (FITCI) is an example of a small, but
growing, business incubator that provides programs, facilities, coaching/mentoring, peer-networking, and other entrepreneurial support services. In 2010, FITCI provided a 150% annual return on investment to the City of Frederick and 158% to Frederick County through direct taxes paid by FITCI clients and program graduates.

**Portland, OR:** The Portland Development Commission’s work is strongly guided by the City’s 5-year Economic Development Strategy and Neighborhood Economic Development Strategy, which emphasize healthy neighborhoods and social equity as fundamental drivers of economic sustainability.

**Seattle, WA:** The Grow Seattle Fund offers long-term, below market rate financing for growing small to medium business. It is a partnership between the City of Seattle, the National Development Council’s Grow America Fund, and the Seattle Foundation.
PURPOSE

Increase overall market demand for products and services that protect the environment

EVALUATION MEASURES

Energy efficient and environmentally responsible products can drive local economic activity in emerging and expanding green industries. Private sector energy and water cost savings can be converted to profits or diverted to other investments. Public sector savings represents a more efficient use of taxpayer dollars. This objective quantifies the local demand for green products and rewards local actions to spur greater use of and demand for these products.

Community Level Outcomes

70% of points available through Outcomes

Outcome 1: Greenhouse Gas Intensity

3.5 Points

Demonstrate decreased greenhouse gas (GHG) intensity over time

Greenhouse gas (GHG) intensity, unlike absolute or fixed GHG emissions reductions, allow emissions levels to adjust to the underlying fluctuations in economic activity, as measured in gross domestic product (GDP). A report by the World Resources Institute finds that because the primary factors influencing GHG intensity are energy efficiency and fuel consumption, measuring decreased GHG intensity over time reflects local choices to use more efficient, greener energy sources.

STAR has chosen to evaluate GHG intensity over time because it can be linked with other policy goals, such as economic growth, poverty reduction, and energy security.

For credit, the applicant must show a decrease in GHG intensity for the jurisdiction over time, compared to a baseline year not predating 2000. Calculating this outcome requires 2 completed GHG inventories to determine GHG emission levels and GDP for the baseline year and comparison year. See CE-2: Greenhouse Gas Mitigation for more information on GHG inventories.

To calculate GHG intensity, use this formula: \[
\frac{\text{GHG Emissions}}{\text{GDP}}
\]

GDP data can either be evaluated at the jurisdictional level using local data or from the U.S. Bureau of Economic Analysis (BEA) at the Metropolitan Statistical Area (MSA) scale. If using BEA data, select the following dataset: Gross Domestic Product by Metro Area, GDP in current dollars’ link, All Industry Total. Choose the appropriate MSA and data for the corresponding years used in the GHG inventories used for this objective.
Because the above method assumes that the GDP for the entire MSA is an accurate representation of the GDP of the applicant jurisdiction, if the applicant jurisdiction doesn’t feel that the GDP for the entire MSA is an accurate reflection of their jurisdiction’s GDP, the jurisdiction can submit locally sourced data instead if it is available.

For verification, provide the most recent value of GHG intensity, a link to or upload a summary or relevant section of the referenced GHG inventories, and a completed STAR-provided Excel spreadsheet. The summary of relevant sections of GHG inventories may be the same as used in CE-2: Greenhouse Gas Mitigation.

**Outcome 2: Green and Energy Certified Building Stock**

3.5 Points

- **Part 1:** Demonstrate that 5% or more of residential units are certified through comprehensive green building programs or energy programs
- **--AND--**
- **Part 2:** Demonstrate that 5% or more of commercial and industrial building stock is certified through comprehensive green building programs or energy programs

[Partial credit available]

Programs that certify the “greenness” of buildings have been on the rise since the mid-2000s. Based on data from the U.S. Green Building Council, over 21,500 commercial buildings in the United States have achieved certification through LEED Building, Design, & Construction, LEED Operations & Maintenance, and LEED Interior Design and Construction. Additionally, an average of 7,000 buildings, representing over 1.5 billion square feet, are certified annually through the EnergySTAR program.

Although the number of certified buildings represent a fraction of the total buildings in the United States, programs like these provide important guidance and structure for market transformation. They often drive innovative approaches to design and construction while ensuring clients’ expectations are met. Such practices provide testing grounds for new performance-based products and influence policies or code development. Over 200 cities and counties have adopted ordinances requiring LEED certification communitywide or applied to municipal buildings.

Some programs, like LEED, are intended as comprehensive evaluation tools that consider several components, including water, energy, indoor air quality, site landscaping, and materials. Because energy is a significant factor in green market development, this outcome also includes certification programs specific to building energy systems.

For Parts 1 or 2, use the STAR-provided Excel spreadsheet to collect, analyze, and calculate these values based on the steps below.

For credit in Part 1, the applicant must demonstrate that 5% or more of residential units are green or energy certified, in accordance with a STAR-Qualifying national certification program or locally designed program. STAR-Qualifying national residential certification programs include Enterprise Green, LEED Homes, the National Green Building Standard (Performance Path only), EnergySTAR Home and HERS Rating (score of
50 or lower). Data for the EnergySTAR single-family homes and HERS Rating may need to be gathered locally as there is not an existing database of these properties at the jurisdictional level.

Robust local, regional, or state programs may also qualify for credit. Such programs must be comprehensive green or energy-focused and involve measurement and verification of performance. STAR will review local programs to determine eligibility for credit.

To calculate Part 1, follow these steps:

1. Determine the total number of residential units in the jurisdiction. This number can be obtained from the most recent 5-year estimate in American FactFinder, Table S1101. Note that residential units include single-family and multi-family units.

2. Identify the number of certified units per program. Use the STAR-provided Excel spreadsheet. Count multi-family units within a green certified building individually (i.e., 200 apartments in a LEED BD+C certified building would be counted as 200), unless the description indicates that the certification is only applicable to common areas.

3. Insert values into STAR-provided Excel spreadsheet to calculate percentage.

For credit in Part 2, the applicant must demonstrate that 5% of the commercial and industrial building stock is green or energy certified, in accordance with a STAR-Qualifying national certification program or locally designed program. STAR-Qualifying national building certification programs include Green Globes, LEED BD+C, LEED O+M, LEED ID+C, Living Building Challenge, and EnergySTAR Commercial/Industrial. Local programs may be comprehensive or energy-focused, but must involve verification of performance. STAR will review local programs to determine applicability for credit.

To calculate Part 2, follow these steps:

1. Determine whether reporting will be in total buildings or by square footage.
   - Square footage provides a more accurate assessment of the total area certified and addresses major variations in a community’s building stock. However, this information may be difficult to obtain. Therefore, the applicant may report based on total number of buildings or total square footage of building stock.

2. Identify the number of certified buildings or square footage.
   - Do not include multi-family units unless the description indicates that the certification is only applicable to common areas.
   - As EnergySTAR Commercial is an annual labeling certification program, only count the most recent full calendar year of labelled buildings.
   - Similarly, if the locally identified programs are on an annual labelling cycle, only count the most recent full calendar year to report.
   - All other programs may be counted as cumulative totals, up to and including the most recently reported year by the certifying body.

3. Insert values into STAR-provided Excel spreadsheet to calculate percentage.
For partial credit, applicants may demonstrate achievement in either Part 1 or Part 2. See the Points Appendix for information regarding partial credit.

For verification, provide the most recent percentage of residential units and commercial/industrial buildings or square footage receiving certification and the completed STAR-provided Excel spreadsheet.

**Outcome 3: Green Power**

3.5 Points

- **Option A: Achieve status as a Green Power Community**
  - OR -
  - **Option B: Demonstrate that the local government, businesses, and residents collectively use green power in amounts that meet or exceed EPA’s Green Power Community usage requirements [Partial credit available]**

The EPA’s [Green Power Communities](#) program provides cities, towns, and counties a platform for documenting the annual renewable energy used by local government, businesses, and residents and a threshold for qualifying performance. As of 2016, 61 U.S. cities and counties were participating in the program.

In Option A, communities that are actively participating in the EPA’s Green Power Communities program are awarded for their involvement. Involvement requires not only meeting usage thresholds, but also becoming a Green Power Community Partner and reporting data annually. Communities that can demonstrate that they are listed will receive full credit for this outcome.

For verification in Option A, provide a copy of Green Power Community Partnership agreement, the most recent annual green power usage (kWh), and the percentage green power reported.

In Option B, the applicant may demonstrate that the amount of green power used by local government, businesses, and residents collectively meets or exceeds the criteria for [Green Power Community usage requirements](#).

For verification in Option B, supply the most recent annual green power usage (kWh) and the percentage green power used. As this Option does not require annual reporting or formal partnership, partial credit will be awarded for achievement. See the Points Appendix for information regarding partial credit.
Local Actions
70% of points available through Actions

**Action 1:**
Plan Development

Amend existing local economic plans and strategies to focus market demand for green jobs, technology, products and services

Strategies to increase market demand for green jobs, technology, products, and services can include incorporation into local or regional economic development plans.

Examples of strategies that can increase demand include:
- promotion of energy efficiency and green construction certifications;
- incentives to encourage private buildings to achieve energy efficiency and green construction certification;
- development of green jobs programs;
- behaviors that transition away from fossil fuel-based economies; and
- advancing the use of sustainable materials, technologies, and services.

For credit, plan must clearly articulate a strategy that integrates overall economic development goals with the reduction of environmental risks and ecological scarcities.

For verification, provide the plan title; year adopted; a link to or copy of the plan; and a brief description of how the intent of this action is met.

**Action 2:**
Policy and Code Adjustment

Adopt policies and regulations that increase overall market demand for green buildings and associated materials, renewable energy products and infrastructure, and recyclable products

Examples of policies and regulations that increase green market demand include:
- requirements for new buildings or major renovations to be green certified;
- requiring a HERS rating at point-of-sale for homes;
- solar or wind access ordinances; and
- unit-based or pay-as-you-throw pricing for municipal solid waste.

This action must apply communitywide, not just for local government properties or services.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.
**Action 3:**
Policy and Code Adjustment

Review and amend zoning regulations to remove barriers or provide flexibility for green businesses

In many communities, existing zoning and planning regulations were drafted without taking into account emerging green practices such as on-site electrical generation and energy/water efficiency strategies. Communities should work with their planning and regulatory departments to identify and address common barriers preventing green businesses from existing in the community.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.

**Action 4:**
Policy and Code Adjustment

Establish regulations or zoning that incentivize district-scale sustainability projects

District-scale sustainability projects involve a combination of sustainable development principles applied to a specific location or cluster within a municipality. A 2014 scan of district-scale sustainability projects provides examples of several types of frameworks that have been defined, including LEED for Neighborhood Development, 2030 Districts, EcoDistricts, and the Living Building Challenge.

For credit, the applicant must demonstrate that regulations or zoning codes have been adopted that provide a cohesive pathway toward enabling district-scale sustainability efforts.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.

**Action 5:**
Partnerships and Collaboration

Partner with other local governments, community groups, and private entities in the region to articulate an overarching sustainable economic development strategy and work collaboratively to increase demand for green products and services

The overarching sustainable economic development strategy for the region might include:
- status and characteristics of the region’s green collar workforce;
- expected impact of the region’s green initiatives on future labor requirements;
- linking green collar workforce training with regional green market development strategies; and
- identifying the needs and challenges for the region’s businesses and workforce training providers.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.
Action 6: Education and Outreach

Create educational materials to define the larger vision of economic sustainability as one that proactively fosters green businesses, green jobs, and green practices.

Educational materials can be designed for a variety of audiences, including homeowners, renters, visitors, commuters, and/or business owners. These materials should include information on how the adoption of energy and water efficiency strategies, renewable energy consumption, green building practices, and the benchmarking building performance can save consumers money and contribute to their economic sustainability.

For verification, provide a brief description of how your education and outreach campaign meets the intent of this action. Submittal must include a series of efforts designed to inform the public about the issue. If applicable, provide a link to or upload supporting materials.

Action 7: Practice Improvements

Create environmentally preferable purchasing for local government procurement of safe, healthy, and environmentally responsible products.

Environmentally preferable purchasing prioritizes the procurement of goods and services that are safe for humans and the environment, or less harmful than competing goods and services that serve the same purpose.

For credit, EPP must provide guidance or specifications for at least 4 of the following 8 products types:
- recycled content products;
- energy efficient lighting;
- green cleaning products;
- green computers and office equipment;
- water-efficient products;
- environmentally preferable papers (other than recycled content);
- environmentally friendly ink; and/or
- other (not identified in the list above).

For verification, provide the name of the practice improvement; a link to or copy of the annual report, if applicable; and a brief description of how the intent of this action is met.

Action 8: Programs and Services

Create programs that directly help businesses transition to new green practices.

Examples of programs to help businesses transition to green practices include:
• restaurant composting;
• preferential government contracting for environmentally sustainable practices;
• product bans, such as disposable shopping bags;
• professional waste or energy audits;
• utilizing tax credits and other incentives for energy efficiency upgrades; and
• investment in energy efficiency and renewable energy availability and financing programs.

For credit, program must apply directly to businesses and delivered with the intent of transitioning to green practices. Green business promotion should be submitted under Action 9.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**Action 9:**
Programs and Services

**Implement a green business promotion program**

The local government, chamber of commerce, a local nonprofit, or a combination of these organizations may undertake a green business promotion program to recognize local businesses that have adopted green practices. Green business promotion programs may be conducted at a regional or state level, such as the [Vermont Green Business Program](#), but the applicant must then demonstrate that local businesses are participating.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**COMMUNITIES LEADING THE WAY**

**Boise, ID:** The Boise Greenhouse incubator is a City of Boise project, in partnership with the Idaho Small Business Development Center at Boise State University (ISBDC). The City of Boise has partnered with Boise State University’s Small Business Development Center to open The Greenhouse, an incubator with a focus on clean energy companies. The City provides funding and prepared the occupied space for use. ISBDC provides staff support.

**Evanston, IL:** The purpose of the [Evanston Green Building Ordinance](#) is to promote the public health, safety, and welfare by requiring that certain new construction projects, and the renovation of certain existing buildings, within the City of Evanston, employ sustainable design practices and/or building materials to promote energy conservation and improve environmental quality. Sustainability measures for new construction include Sustainable Sites, Water Use, Lighting, Mechanical Systems, Alternative Energy, Building Envelope, Materials and Reuse, and Indoor Environmental Quality.
ADDITIONAL RESOURCES

The National Association of Counties' [Green Purchasing Toolkit](#) helps counties reduce negative impacts on the environment without compromising on cost or performance. The toolkit contains case studies illustrating counties that have saved money through lower upfront costs, reduced operating costs, and substantial costs avoided associated with hazardous material disposal after purchasing green products.

The EPA’s [Guide to Purchasing Green Power](#) discusses the costs and benefits of green power and explains the various green power options.
PURPOSE

Create an increasingly self-reliant community through a robust local economy that strongly supports small independent businesses.

EVALUATION MEASURES

The composition of a community’s economic establishments and business activities impacts numerous components of local sustainability, including social embeddedness, economic competition and resiliency, and community character. A strong and thriving local economy is driven by small independent businesses and local transactions that compound positive financial impact beyond initial purchases. This objective addresses how money is spent, saved, and circulated within the local economy of a community.

Community Level Outcomes

100% of points available through Outcomes

Outcome 1: Community Self-Reliance

5 Points

Option A: Demonstrate that 50% of import sectors have increasing location quotients over the past 3 years

--OR--

Option B: Demonstrate that the percentage of import sectors with increasing location quotients has increased over the past 3 years [Partial credit applies]

Growing and strengthening local businesses and commerce within a community contributes to economic sustainability and resilience. By focusing on import substitution strategies to replace imports with locally produced goods and services, communities can fortify local employment and the economy to endure market downturns, despite trends towards increasing globalization.

This outcome uses location quotients (LQs), which compare an area’s business composition to that of a larger area. Location quotients identify export sectors in an area, which are industries that produce more of a good or service than is needed to meet area demand (LQ greater than 1.0), and import sectors, industries that produce less than or just enough to meet area demand (LQ less than or equal to 1.0).

For full credit in Option A, the applicant must demonstrate that 50% or more of the community’s import sectors have experienced increasing location quotients over the past 3 years (moving from less than 1.0 towards 1.0). Applicants must calculate changes in the location quotients for all 3-digit sub-sector North American Industry Classification System (NAICS) classifications for the most recent 3-year period and determine the percentage of sectors with location quotients less than or equal to 1.0 that experienced an increase in the location quotient.
Data is available at the county level from the U.S. Bureau of Labor Statistics (BLS) Location Quotient Calculator in the Quarterly Census of Employment and Wages. Follow these steps:

1. Select the U.S. Total as the base area, the county in which the jurisdiction is located for the Analysis Area, All Industries as the base industry, and the sub-sector for 3-digit NAICS classification.
2. Run the analysis and download the results for the most recent year available and each of the prior 2 years to show the trend over time.
3. Exclude sectors for which data is not calculable (NC) or not disclosable (ND).
4. Enter data into the STAR-provided Excel spreadsheet.

Alternatively, use state or jurisdictional data if available and compare to the U.S. total base data. Review DOL’s Help & Tutorial website if unfamiliar with the location quotient calculator.

For verification in Option A, provide the percentage of import sectors with increasing location quotients over the past 3 years, the downloaded results from the Location Quotient Calculator, and the completed STAR-provided Excel spreadsheet demonstrating accomplishment.

For partial credit in Option B, the applicant must demonstrate that the percentage of import sectors with increasing location quotients has increased over the past 3 years. Applicants will perform the same analysis from Option A. Applicants must calculate changes in the location quotients for all 3-digit sub-sector NAICS classifications for the most recent 3-year period, and the 2 previous 3-year periods, to determine the percentage of sectors with location quotients less than or equal to 1.0 that experienced an increase in the location quotient.

For example, if the most recent years of data analyzed were 2013-2015, the second analysis would use 2012-2014, and the third would use 2011-2013. Applicants must then demonstrate that the percentage of import sectors with increasing location quotients has increased over these 3 time periods.

For verification in Option B, provide the most recent percentage of import sectors with increasing location quotients, the change in the percentage of import sectors with increasing location quotients over the 3 analyses, the downloaded results from the Location Quotient Calculator, and a completed STAR-provided Excel spreadsheet demonstrating achievement.

**Outcome 2: Local Financial Institution Deposits**

5 Points

*Increase the total funds deposited in locally owned and operated financial institutions over time*

Locally owned and operated financial institutions, such as banks and credit unions, can strengthen local economies by allowing money to circulate locally and providing financing for local infrastructure and investment projects.

For credit, the applicant must demonstrate an increase in the total funds deposited in locally owned and operated financial institutions over the most recent 3-year period for which data is available.
Retrieving Data for Banks
The Federal Deposit Insurance Corporation (FDIC) promotes public confidence in the U.S. financial system by insuring bank deposits up to a certain amount. As part of its work, FDIC tracks deposits in every financial institution it insures.

Start by retrieving FDIC reports for all banks headquartered within the city, MSA, or county for the most recent 3 years available. Follow these steps:

1. From the FDIC’s [homepage](#), select the Industry Analysis dropdown menu tab, then Bank Data & Statistics, then Summary of Deposits;
2. Select the most recent date in the Data as of field. All data sets end on June 30.
3. For selecting the geographic area:
   - Counties will select the State and click Continue. Then select the appropriate county and click Continue.
   - Cities within an MSA will select the MSA in the Metropolitan Statistical Area field and click Continue.
   - Cities outside an MSA will select the State and click Continue. Select the appropriate county from the list and check the Pick List: City option. Click Continue. Select the City and click Continue.
4. From the report, create a list of all banks headquartered in the geographic area. The city identified in the greyed line indicates where it is headquartered. Enter this in the STAR-provided Excel spreadsheet.
5. Record the data in the Deposits ($000) column for each bank headquartered in the geographic area for the most recently available data into the STAR-provided Excel spreadsheet.
6. Run the analysis again for each of the preceding 2 years and record Deposits ($000) data in the STAR-provided Excel spreadsheet.

Retrieving Data for Credit Unions
The National Credit Union Administration (NCUA) regulates, charters, and supervises federal credit unions and insures the deposits of all federal credit unions and most state-chartered credit unions.

There are likely to be more credit unions headquartered in the MSA than banks so the amount of data to collect should increase.

Start by retrieving NCUA data for all credit unions within the city, MSA, or county for the most recent 3 years available. Follow these steps:

1. Open the [Research a Credit Union](#) tool.
2. Select Active from the dropdown list for Credit Union Status.
3. Select the State and enter the city. Counties will need to enter all cities within their jurisdiction. Cities within an MSA will need to repeat these steps for all cities within the MSA. Cities outside an MSA may use the list generated.
4. Print the list generated to PDF and then copy and paste into a spreadsheet. Make sure to keep the
Charter Numbers intact.

5. Click View on the first credit union listed.

6. Select Request FPR on the left side of the Results listing.

7. Select the radio button next to I want to view a 2-page FPR summary for 1 credit union online. Click OK.

8. Select the most recent Report Cycle from June 30. For Report Interval, select 2 – Annual. Click Financial Summary.

9. Record the Amount for the June-Year column from the row TOTAL SHARES & DEPOSITS in the STAR-provided Excel spreadsheet.

10. Click back and adjust the most recent Report Cycle to the June 30 for the preceding year. Click Financial Summary and repeat Step 9.

11. Click back and adjust the most recent Report Cycle to the June 30 of 2 years prior. Click Financial Summary and repeat Step 9.

12. Click back and change Report Cycle back to most recent June 30 year. Change the Charter Number to the next Credit Union on the list. Repeat process for gathering TOTAL SHARES & DEPOSITS for all active Credit Unions in the geographic area.

Note that FDIC data is provided in thousand dollar units while NCUA data is in dollars. The STAR-provided spreadsheet will convert the summed FDIC values to dollars.

For verification, provide the most recent annual percent change, the 3-year average change in deposited funds, and a completed STAR-provided Excel spreadsheet demonstrating achievement.

**Outcome 3: Small Businesses**

5 Points

**Option A:** Demonstrate there are at least 20 small businesses per 1,000 residents for cities

**--OR--**

**Option B:** Demonstrate there are at least 31 small businesses per 1,000 residents for counties

[Partial credit available]

This outcome measures the number of small business firms per 1,000 residents to demonstrate an effective density of small businesses throughout the community to support the local economy. The U.S. Small Business Administration’s Office of Advocacy defines a small business as an independent business having fewer than 500 employees. Independent businesses are at least 50% owned by residents, workers, a cooperative, or the community itself and are subject to local owner decision-making as opposed to remotely prescribed constraints or conditions.

Money spent at these small, local, and independent businesses circulates and recirculates through the local economy at a greater magnitude than money spent at other types of businesses. This enhanced local economic multiplier effect is the product of increased direct spending by small businesses for their operations, indirect spending by small businesses at other local businesses, and induced spending of consumers within...
the local economy.

The thresholds for this outcome were based on an analysis of 2013 data from the Census’ Statistics of U.S. Businesses (SUSB). In the analysis, it was found that of 917 Metropolitan Statistical Areas, the small business concentration in the top 25% was 20 or greater per 1,000 residents. Similarly, in an analysis of 1,849 counties in the U.S., the small business concentration in the top 25% was 31 or greater per 1,000 residents.

Data for this outcome is available at the MSA and County scales from the SUSB Annual Data Tables by Establishment Industry. Data is released approximately 2.5 years after the surveyed year. For instance, SUSB data for 2013 was released in the Spring of 2016. Use the most recently released data available for analysis.

Alternatively, if local data is available that is more appropriate to a city-scale or more current, it may be substituted for SUSB data. Local data may be available from business licensing office, online data portal, or chamber of commerce.

To access the SUSB data, start by selecting the most recent Annual Data Table by Establishment Industry and download the Excel file for either the Metropolitan Statistical Area (MSA) or County, whichever is most appropriate. Convert the data to a table and filter to show the table rows containing the appropriate MSA or County name.

For Option A, cities follow these steps:

1. Convert the data to a table and filter to show the table rows containing the appropriate MSA;
2. Filter the NAICS Description column to Total and the Enterprise Employment Size to 08: <500;
3. Record the value listed in the Number of Firms column on the STAR-provided Excel spreadsheet;
4. Retrieve the Census’ Population Estimates for Metropolitan and Micropolitan places for the same year as the SUSB data and enter in the STAR-provided Excel spreadsheet; and
5. The number of small and independently owned businesses per 1,000 residents will auto-calculate.

For full credit in Option A, the applicant must demonstrate that there are at least 20 small businesses in the MSA per 1,000 residents.

If using local data at the city scale, be sure that the count is measuring firms, not establishments, and that the population estimate used is from the same year and scale as the data.

For Option B, counties follow these steps:

1. Convert the data to a table and filter to show the table rows containing the appropriate County;
2. Sum the Number of Firms for the following Enterprise Employment Size categories:
   - 02: <20;
   - 03: 20-99; and
   - 04:100-499.
3. Record this value on the STAR-provided Excel spreadsheet.
4. Retrieve the Census Population Estimate for the same year as the SUSB data using the Census’s American FactFinder2. And enter in the STAR-provided Excel spreadsheet; and

5. The number of small businesses per 1,000 residents will auto-calculate.

For full credit in Option B, the applicant must demonstrate that there are at least 31 small businesses in the county per 1,000 residents.

If using local data at the county scale, be sure that the count is measuring firms, not establishments, and the population estimate used is from the same year as the data.

For partial credit in either option, show an increasing number of small businesses per 1,000 residents over the most recent 3 years for which data is available. Follow the same methodology as in Option A or Option B, but retrieve the 3 most recent years of available data from SUSB and population estimates or local sources. Use the STAR-provided Excel spreadsheet to document all 3 years.

For verification, provide the number of small businesses per 1,000 residents for the most recent year and a completed STAR-provided Excel spreadsheet demonstrating accomplishment. If using local data, applicants must also provide a short description of any local data source used in the Notes/Comments area of the spreadsheet.

**Local Actions**

70% of points available through Actions

**Action 1:**

*Inventory, Assessment, or Survey*

Conduct an assessment of local economic conditions, including economic leakage and targeted sectors for future investment

For applicants that have not yet conducted a full analysis of the local economy and economic leakage, an overview is provided below:

First, define the geographic scope for which to analyze business ownership patterns and producer-consumer linkages. The economic leakage analysis for the defined geography should identify where money is spent outside the local economy.

Beyond analyzing the BLS Location Quotient Calculator data in Outcome 1, suggested assessment methodologies include:

- retail leakage analysis comparing actual sales with estimated demand for area households by retail category using retail sales data and BEA consumer spending data; or
- calculating supply and demand ratios using IMPLAN (pay site) or BEA’s Regional Input-Output Multiplier (RIMS II) data.

The assessment should then identify key sectors that represent opportunities to recapture commerce locally.
These sectors may coincide with the targeted industries identified in EJ-5: Targeted Industry Development.

Communities should also consider sectors that:

- would respond favorably to income substitution strategies fulfilled by local businesses;
- could become exporters with targeted incentives in place;
- would considerably hurt the local economy if they were to decline;
- provide essential goods and services, such as food, water, broadband, waste management, and energy, since demand is likely to continue and would generate ongoing employment for local workers; and/or
- represent goods and services from unique and socially or culturally diverse businesses that have a strong local identity.

For the key sectors identified, the community should:

- determine economic and policy barriers to economic localization;
- identify gaps in value chain infrastructure and market channels; and
- assess the size, structure, and strength of local business networks, the number and size of locally owned and community-based businesses and the quality of both horizontal and vertical linkages within the value chain of producers, distributors, and retailers.

For verification, provide the title; year published; a link to or copy of the study; and a brief description of how the intent of this action is met.

**Action 2: Plan Development**

**Adopt an economic localization plan to increase local production for local consumption and export**

Economic localization is the process of shifting an economic area, often a city or region, towards more localized economic production of goods and services that are also consumed locally. An economic localization plan should determine how economic development efforts, planning initiatives, and zoning regulations can support local production for local consumption, sustainable economic growth, and continued viability for local businesses. Ideally, the plan should use assessment findings from Action 1.

The plan should develop strategies to capitalize on opportunities for increasing local ownership, meeting local demand for goods and services, and resource sharing for small businesses. It should also identify strategies to strengthen existing business networks, create new urban-rural linkages, and increase commerce between businesses with high value chain linkages.

For verification, provide the plan title; year adopted; a link to or copy of the plan; and a brief description of how the intent of this action is met.
**Action 3:**

**Policy and Code Adjustment**

Promote purchasing preferences for locally produced goods and services in the local government and anchor institutions

Some local governments have adopted policies that require local purchasing or give bid preference to locally sourced products. Anchor institutions, such as hospitals and universities, can adopt similar purchasing policies.

For credit, the local government and a varying number of anchor institutions must have local purchasing policies in place. The following are requirements for the number of anchor institutions in the community that must have local purchasing policies or bid preferences in place, in addition to the local government:

- Community population less than 100,000 – 1 anchor institution plus the local government;
- Community population 100,000-500,000 – 2 anchor institutions plus the local government; and
- Community population 500,001 or greater – 3 anchor institutions plus the local government.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.

**Action 4:**

**Education and Outreach**

Create or support promotional campaigns to bank locally, buy locally, or buy from small and independent businesses and retailers

For credit, the campaign should be a sustained effort to promote local banking, or purchasing from local, small, and/or independent businesses. It is recommended that the campaigns include creation of an online mapped directory of local and community-based businesses, banks, and credit unions. The American Independent Business Alliance provides useful guides and tips on creating and maintaining effective buy local campaigns.

For verification, provide a brief description of how your education and outreach campaign meets the intent of this action. Submittal must include a series of efforts designed to inform the public about the issue. If applicable, provide a link to or upload supporting materials.

**Action 5:**

**Enforcement and Incentives**

Provide incentives to small businesses in the form of direct financial assistance or tax incentives

Small independent businesses that choose to open, remain, or expand in the community provide value in the way of increased economic competition and resiliency and enhanced community character. Recognizing this value, local governments may encourage the decision to start a new business, remain in the community, or expand local operations through the offering of direct financial assistance or tax incentives that reduce financial burdens.
Direct financial assistance may take the form of:
- private activity bonds;
- grants and loans;
- revolving loan funds; and/or
- gap financing.

Examples of tax incentives include:
- real and/or personal property tax abatement;
- local sales tax rebates;
- tax increment financing (TIF); and/or
- other similar local incentives.

These incentives must be targeted to the small business community for credit.

For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.

**Action 6:**
Enforcement and Incentives

Provide incentives for businesses that use materials produced within the region and sell their products within the region

Local businesses can adopt practices that support the local economy such as sourcing materials produced within the region, selling products locally, and preserving local history and culture. The food, energy, retail, and manufacturing industries provide good opportunities to produce goods and services locally for local consumption. Local governments can provide incentives to support these opportunities.

For example, the City of Louisville, KY provides a low-interest agribusiness loan that is targeted to assist businesses in certain Louisville neighborhoods in processing foods grown by Kentucky farmers.

Additional examples of incentives include:
- sales tax reduction or rebates;
- zoning incentives; and/or
- publicity for sectors and businesses adopting best practices.

For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.
**Action 7:**
Programs and Services

Provide support services to targeted sectors to strengthen local value chain infrastructure and develop market channels

Examples include trainings and programs focused on closing gaps in the physical, virtual, or organizational value chain infrastructure identified in the local economic assessment (Action 1) and developing new market channels for commerce.

In the local food system, for example, a physical food hub with warehouse space that works to aggregate, store, and distribute produce from numerous small growers enables broader market reach and can reduce costs. Alternatively, a virtual food hub may provide networking services that enable growers to achieve greater economies of scale in purchasing inputs, learn new techniques, or access new markets.

These types of support services can be sponsored by the local government or hosted in partnership with technical institutions, universities, and other non-governmental organizations. Services may also be provided in the local jurisdiction or the broader region, but the applicant jurisdiction must have access to and actively be utilizing the support services.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**Action 8:**
Programs and Services

Connect entrepreneurs and business owners with lenders and investors to facilitate investment in the local economy

Examples of efforts to connect entrepreneurs and business owners with lenders and investors can include:
- business meet-ups;
- entrepreneur or networking events; and/or
- online local directories of businesses in related industries.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**Action 9:**
Programs and Services

Support import substitution strategies that positively impact key sectors of the local economy

Import substitution strategies support a localized circular economy that reduces reliance on long-distance inputs, minimizes waste and pollution, and strengthens local economic resiliency by replacing imported goods with locally produced goods or by-products. Strategies can include the intentional replacement of imported
goods or inputs with local goods, or the use of waste or production by-products for use in other industries' goods or services.

Examples of import substitution strategies include:

- targeted loans to businesses that fill local value chain gaps;
- conversion of waste by-products in local industry for use in another; and
- efforts to intentionally provide locally produced essential goods and services, such as food, water, broadband, waste management, and energy.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**COMMUNITIES LEADING THE WAY**

**Cambridge, MA:** To better understand the local economy, the City of Cambridge worked with consultants to conduct a study that identified economic performance and leakage.

**Cleveland, OH:** Launched in 2008 by a working group of Cleveland-based institutions (including the Cleveland Foundation, the Cleveland Clinic, University Hospitals, Case Western Reserve University, and the municipal government), the Evergreen Cooperative Initiative is working to create living-wage jobs in 6 low-income neighborhoods. The initiative was designed to create an economic breakthrough in Cleveland. Rather than a trickle-down strategy, it focuses on economic inclusion and building a local economy from the ground up.

**Louisville, KY:** An arm of the City of Louisville’s Chamber of Commerce, EnterpriseCorp, works to fill holes in the local economy through the development of capital for investment, education, advocacy, and more.

**ADDITIONAL RESOURCES**

The Institute for Local Self Reliance provides an extensive collection of policies, bills, regulations, and ordinances related to banking, broadband energy, independent businesses, and waste, as well as examples and tools to overcome barriers to economic localization.

The University of Maryland’s Democracy Project provides numerous examples of how to leverage the economic power of anchor institutions to produce targeted community benefits.

The American Independent Business Alliance’s Keys to Effective Buy Local Campaigns and the Business Alliance for Local Living Economies’ Local First Campaign and Grassroots Approach to Economic Development manual contain resources that help consumers understand the importance of buying local.

Based on years of studying the connections between farmers and chefs and the value of using readily available resources at the local level, EcoTrust created Building Local Food Networks: A Toolkit for Organizers, a guide that provides templates, materials, and tools to organize gatherings of producers and consumers and strategies to strengthen business-to-business networks.
ECONOMY & JOBS
EJ-4: Quality Jobs & Living Wages
20 available points

PURPOSE

Expand job opportunities that support upward economic mobility, offer supportive workplace policies, and pay living wages so that all working people and their families can afford basic necessities without governmental assistance.

EVALUATION MEASURES

Community Level Outcomes
100% of points available through Outcomes

Outcome 1: Median Household Income
6.6 Points

Increase real median household income over time

Real median household income is commonly used to measure economic performance and is considered by many statisticians to be a better indicator than the average household income, as it is not dramatically affected by unusually high or low values.

For credit, the applicant must demonstrate an increase in the real median household income of the jurisdiction over time, as compared to a baseline year not predating 2000.

Data for this outcome is available from the Census’ American Community Survey (ACS) through American FactFinder2. Open the ACS Advanced Search, then follow these steps:

1. Enter the following dataset in the Topic or Table Name field: DP03 – Selected Economic Characteristics;
2. Enter the city or county name in the State, County, or Place field.
3. Click Go;
4. Select the most recent ACS 5-year estimates;
5. Scroll to find the median household income; enter this in the STAR-provided Excel spreadsheet;
6. Clear Table Name from search and enter DP-3 – Selected Economic Characteristics: 2000 in the Topic or Table Name field. If dataset DP-3 is not available, then use the earliest ACS 5-year estimate available.
7. To determine the change in real income over time, the baseline year must be adjusted for inflation to match the most recent year. To do this, use the BLS CPI inflation calculator: Enter inflation adjusted value in the STAR-provided Excel spreadsheet.

For verification, provide the percent change in real median income since the baseline year and the completed STAR-provided Excel spreadsheet demonstrating achievement.
Outcome 2: Living Wages

6.7 Points

**Option A:** Demonstrate that 80% of household incomes in the jurisdiction meet or exceed the living wage standard

--OR--

**Option B:** Demonstrate an increase in the percentage of household incomes in the jurisdiction that meet or exceed the living wage standard over time [Partial credit applies]

In many American communities, workers in low-wage jobs do not earn sufficient income to provide for basic needs, such as shelter, clothing, and nutritious food, given the local cost of living. This outcome measures whether the median household income in a jurisdiction is sufficient to allow employees to live where they work.

A living wage is the minimum income necessary for a worker to meet basic needs, such as housing payments, food, clothing, utilities, and access to health care, without governmental support. It is calculated based on a 40-hour workweek and HUD guidelines that an individual or household should not spend more than 30% of income on housing.

For full credit in Option A, the applicant must demonstrate that 80% of household incomes in the jurisdiction meet or exceed the living wage standard. If the applicant cannot demonstrate fulfillment of the 80% threshold, they may apply for partial credit through Option B.

To determine the percentage of households that meet or exceed the living wage standard, applicants should follow the steps below:

1. To determine the total households and types of households using the Census’ American FactFinder2: use the following dataset for the applicable city or county: DP02 – Selected Social Characteristics in the United States.

2. Use the most recent 5-year estimate available and enter the appropriate data into the STAR-provided Excel spreadsheet.

3. To determine the number of households in each income and benefits range group, clear the DP02 dataset and use the following dataset for the applicable city or county: DP03 – Selected Economic Characteristics.

4. Use the most recent 5-year estimate available and enter the appropriate data into the STAR-provided Excel spreadsheet.

5. To calculate the living wage standard, open the Living Wage Calculator. Select the applicable jurisdiction and find the living wage standard for each of the categories listed on the STAR-provided Excel spreadsheet.

6. Based on the data entered, the STAR-provided Excel spreadsheet will calculate the percentage of households living above the living wage in the jurisdiction.

For verification in Option A, submit the percent of household incomes in the jurisdiction that meet or exceed the living wage standard and the completed STAR-provided Excel spreadsheet demonstrating achievement.
For partial credit through Option B, the applicant must demonstrate the percentage of household incomes in the jurisdiction that meet or exceed the living wage standard is increasing over time. To do this, compare annual data from the past 3 years. Use the same data collection and analysis process for Option A, and repeat annually for each of the past 3 years in which data is available. The Living Wage Calculator does not include previous year’s living wage data. To address this, adjust the most recent living wage standard to the appropriate year of analysis using the BLS CPI inflation calculator.

For verification in Option B, provide the average percentage change in household incomes that meet or exceed the living wage standard and the completed STAR-provided Excel spreadsheet demonstrating achievement.

**Outcome 3: Income Inequality**
6.7 Points

**Demonstrate that income inequality in the region and locally is decreasing over time**

Income inequality can be measured in numerous ways, but is generally calculated through the ratio of incomes of households at the top and bottom of the economic spectrum. Increasing levels of inequality indicate a widening gap in income levels between these groups.

A 2016 report by the Brookings Institute states that local inequality may diminish the educational outcomes for low-income students, reduce the ability of local municipalities to raise revenues for necessary public services, reduce the political will to make public service investments in low-income communities, raise the prices of private goods for low-income households, and increase government spending on subsidies such as housing assistance.

Income inequality can be driven by incomes growing faster for high-income earners than low-income earners, as well as by regional economic mobility dynamics. High-income residents moving to and congregating in expensive bedroom communities may result in relatively low or decreasing levels of inequality for that community, as low-income residents are displaced because they can no longer afford the cost of living.

Alternatively, low-income communities may have low or decreasing levels of inequality because high-income residents have left the area. As a result, measurement of income inequality should take steps to ensure true income differences within the community are being measured, not the gentrification and displacement of residents into communities segregated by income. Changes in income inequality in the jurisdiction and region should be analyzed in conjunction to produce a more representative measurement of income variances, as a change in the jurisdiction alone may only indicate diffusion of residents in and out of the community.

For credit, demonstrate that income inequality, measured using the Gini Index, is decreasing within both the jurisdiction and the broader Metropolitan Statistical Area (MSA). Cities may substitute data for the county in place of the MSA, if MSA level data is not available. Counties should submit data for the county and the largest MSA. If there are no MSAs in the county, then submit data for the largest city in the county. The regional measurement scale used should be noted in the STAR-provided Excel spreadsheet. Data should be submitted over the most recent 3 years.
Data for this outcome is available from the Census’ American Community Survey (ACS) through American FactFinder2. Open the ACS, Advanced Search, then follow these steps:

1. Enter the following dataset in the Topic or Table Name field: B19083 – Gini Index of Income Inequality;
2. Enter the city, MSA, or county name in the State, County, or Place field;
3. Click Go;
4. Select the most recent ACS 5-year estimates;
5. Record the Gini values in the STAR-provided Excel spreadsheet; and
6. Repeat process for the other geographic area.

For verification, provide the current level of income inequality as measured through the Gini Index in both geographic regions, the annual average change in income inequality, and the completed STAR-provided Excel spreadsheet demonstrating achievement.

**Local Actions**  
70% of points available through Actions

**Action 1:** Policy and Code Adjustment

**Enact a living wage policy that covers local government employees, contractors, and entities receiving financial incentives or assistance from the local government**

For credit, the living wage policy must apply to the local government, all contractors employed by the local government, and entities receiving local government relocation incentives, expansion incentives, or other assistance for economic development projects. The living wage must provide pay that would allow for employees to meet their basic needs without federal or local governmental assistance. A living wage designed to keep employees at the poverty line would not fulfill these requirements unless the calculated living wage standard is the same or lower than the poverty wage. An appropriate living wage can be calculated using the Living Wage Calculator.

For contractors and other entities, the living wage policy only needs to apply to employees working on a local government contract or project that received incentives or assistance from the local government.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.
**Action 2:**

Policy and Code Adjustment

Enact family-friendly workplace policies for all local government employees that include at least 3 of the following benefits: paid sick days, paid family leave, flexible scheduling, teleworking, job sharing, and easily available childcare

For credit, supply 3 family-friendly workplace policies that apply to all full-time, non-contract, and non-union employees. Jurisdictions that provide family-friendly workplace policies for part-time and temporary employees only need to supply 2 of the listed policies. When completing the submission, identify that the 2 selected benefits from the list are available to part-time and temporary employees.

For the purposes of STAR, paid family leave includes:
- paid maternity or paternity leave;
- paid leave that can be used to care for a family member with a serious health condition; and/or
- use of accrued paid time for routine care-giving and a child’s school activities.

Policies demonstrating compliance with the Family and Medical Leave Act (FLMA) without provisions for pay other than vacation or sick leave are not eligible.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.

**Action 3:**

Policy and Code Adjustment

Require that local government contractors provide at least 2 of the following benefits to their employees: paid sick days, paid family leave, flexible scheduling, job sharing, and easily accessible childcare

These requirements can be included in community benefit agreements (CBAs), community workforce agreements (CWAs), or project labor agreements (PLAs) enacted between businesses, the local government, local employees, and/or community groups. Requirements can also be enacted via citywide ordinance.

For example, the City of Seattle’s Paid Sick and Safe Time Ordinance applies to all full- and part-time employees of businesses with more than 4 full-time employees, including government contractors.

For credit, supply 2 family-friendly workplace policies that apply to at least local government contractors.

For the purposes of STAR, paid family leave includes:
- paid maternity or paternity leave;
- paid leave that can be used to care for a family member with a serious health condition; and/or
- use of accrued paid time for routine care-giving and a child’s school activities.
Policies demonstrating compliance with the Family and Medical Leave Act (FLMA) without provisions for pay other than vacation or sick leave are not eligible.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.

**Action 4:**
Education and Outreach

**Support living wage campaigns in the community**

A living wage is the minimum income necessary for a worker to meet basic needs, such as housing payments, food, clothing, utilities, and access to health care, without governmental support. It is calculated based on a 40-hour workweek and HUD guidelines that an individual or household should not spend more than 30% of income on housing. Educational campaigns to establish living wages with other employers in the community, such as institutions of higher education, hospitals, and the private sector, may also count for credit.

For verification, provide a brief description of how your education and outreach campaign meets the intent of this action. Submittal must include a series of efforts designed to inform the public about the issue. If applicable, provide a link to or upload supporting materials.

**Action 5:**
Education and Outreach

**Support a Best Places to Work campaign to recognize local businesses that support employees and their families**

Best Places to Work campaigns survey employees across the community and ask them to rate their employers on a series of metrics, including: overall employee satisfaction; effective leadership; employee skills/mission match; pay; teamwork; and work/life balance.

For example, the Greater Omaha Chamber of Commerce sponsors the Baird Holm LLP [Best Places to Work in Omaha](#) initiative, which surveys participating employers and provides useful feedback about promising improvements, adjustments and strengths.

The resulting rankings recognize employers that have made a commitment to their employees and provide a mechanism to hold employers accountable for the health of their organizations. The results can also serve as an early warning sign for employers in trouble, offer a roadmap for improvement, and give job seekers insights to consider when evaluating potential employers.

For verification, provide a brief description of how your education and outreach campaign meets the intent of this action. Submittal must include a series of efforts designed to inform the public about the issue. If applicable, provide a link to or upload supporting materials.
**Action 6:**
Partnerships and Collaboration

Maintain collective bargaining relationships with public employee labor organizations that represent local government workers

Applicants should provide evidence of collective bargaining relationships with at least the 2 labor organizations that represent the largest number of public employees.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.

**Action 7:**
Practice Improvements

Participate in and promote project labor agreements, community benefit agreements and local hiring agreements

The intent of this action is for the local government to demonstrate a willingness to participate in and promote positive labor-management relationships through vehicles such as community workforce agreements (CWAs), project labor agreements (PLAs), community benefit agreements (CBAs), or other similar agreements that use local public funds.

It may be helpful to consult with local union organizations and local government departments, agencies, or personnel who oversee public improvement projects or construction projects that use public funds, the public school district, and/or regional authorities, such as the regional transit authority, water and sewer district, public housing authority, or port authority.

For verification, provide the name of the practice improvement; a link to or copy of the annual report, if applicable; and a brief description of how the intent of this action is met.

**Action 8:**
Programs and Services

Provide training programs and assistance to local businesses to encourage them to provide family-friendly workplace policies and extended benefits

Training programs and assistance can include:

- helping local businesses understand the particular needs of their employees and the community in general;
- explanation of various policies and benefits that have been adopted elsewhere and their results;
- liaison services to assist businesses in implementing policies or benefits;
- education on potential benefits;
- education on potential costs and how to defray them; and/or
• education on potential objections and how to counter them.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**Action 9:**
Programs and Services

**Provide job training and assistance programs for employees and employers in professions or sectors where wages are below the living wage**

This action focuses on training and assistance programs provided to people that already have jobs, but are working in positions that pay below living wages. The local government can support job training and assistance programs that enable employers to build the skills of existing employees, which in turn enables workers to advance in their careers and make higher wages. Alternatively, programs may work to provide jobs for newly trained local workers.

Programs may include:

• salary reimbursement for employers for the duration of the employee’s training time;
• training reimbursements to employers for training wages and other costs; and/or
• local hiring preference or assistance programs that ensure trained local employees have access to quality jobs.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**Action 10:**
Enforcement and Incentive

**Enforce the living wage policy with a living wage officer or equivalent function**

This action is only available to communities that have adopted a living wage policy as described in Action 1.

The role of the living wage officer is to ensure that the adopted living wage ordinance is being enforced for local government employees, private contractors, and entities receiving incentives or assistance from the local government.

For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.

**COMMUNITIES LEADING THE WAY**

**Las Cruces, NM:** In 2014, the City of Las Cruces passed an ordinance for raising the minimum wage from $7.50 to $10.10 by 2019. The plan is a staged approach where the first raise to $8.40 took effect on [insert date].
January 1, 2015; the second raise to $9.20 will take effect on January 1, 2017; and the third increase to $10.10 will take effect on January 1, 2017.

**Northampton, MA:** In 2009, the City of Northampton passed the [Living Wage Resolution](#), which establishes a living wage for City employees and encourages all businesses in the community to follow suit.

### ADDITIONAL RESOURCES

Virtual CAP, administered by the Virginia Community Action Partnership, has a [model Living Wage Ordinance](#) available for download from their website.

The National Employment Law Project and the National League of Cities’ (NLC) Institute for Youth, Education and Families published a report, *Cities Pave the Way: Promising Reentry Policies that Promote Local Hiring of People with Criminal Records*, that features a range of hiring strategies to encourage employment of people with criminal records including first-source hiring policies, financial incentives, and expanded bid incentive programs.

The Center for Women’s Welfare created the [Self-Sufficiency Standard](#) to offer a more complete and realistic picture of the household income required to meet basic needs without public subsidies. They provide state-specific calculators that use localized variables that affect a household’s cost of living, such as the cost of housing, transportation, childcare, food, health care, and taxes.
ECONOMY & JOBS

EJ-5: Targeted Industry Development
15 available points

PURPOSE

Increase local competitiveness by strengthening clusters of businesses, suppliers, and associated institutions

EVALUATION MEASURES

Following the work of Dr. Michael Porter at Harvard Business School’s Institute for Strategy and Competitiveness and others, local and regional economic developers are increasingly adopting cluster strategies as an organizing principle for growing targeted industry sectors. Rather than assisting local businesses in an ad hoc manner or chasing the hottest emerging technologies, communities are working to build on existing regional strengths and expand related parts of the value chain to reinforce the cluster and encourage innovation.

Concentrating on targeted industry sectors enables local economic development efforts to coordinate with university research and development (R&D) efforts and align with workforce development strategies. In-depth work within particular sectors can support catalytic public-private initiatives that fuel further growth of the cluster. A cluster strategy is especially critical when limited resources require selective investments in firms that demonstrate the highest promise of growth.

Preliminary Step:

Locally define 3 targeted industry sectors for evaluation

The Preliminary Step is required if the community is applying for credit in the Community Level Outcomes or Local Actions 2 – 8.

The applicant should choose 3 targeted industry sectors to evaluate for credit in this objective. Many applicants will be able to select these sectors from economic industry strengths already identified as part of their existing local economic development planning work. For communities that do not already have locally identified target industries, the applicant should consider industries currently located within the region that show the most robust growth or innovation, new industries that have the potential to grow as a result of a geographic concentration of related businesses, and industries that have the strongest growth potential due to the presence of a nearby anchor institution and/or major employer.

Use the Harvard Business School Institute for Strategy and Competitiveness’ U.S. Cluster Mapping Tool to assess which clusters are most active in a region, county, or Metropolitan Statistical Area (MSA). Open the tool and follow these steps:

1. Select the appropriate geographic area from the Region Type list;
2. Navigate the map to the relevant region, county or MSA and click on the appropriate geographic area;
3. Select Go to Region Dashboard;
4. Select Cluster Portfolio from the tabs under the region name (make sure Traded is selected);
5. The graphic displays the top traded industry sectors in the applicable region by employment, wages,
job creation, etc.; and

6. Any industries that are highlighted indicate a “Strong Traded Cluster” in the region.

For ease in data collection for the outcomes in this objective, applicants should identify the corresponding high-level 2-digit sectors from the North American Industry Classification System (NAICS) for each of the targeted industry sectors selected. Applicants may identify subsectors of these categories only if they have access to accurate, communitywide data for each subsector. Applicants cannot use the same 2-digit NAICS code for multiple industry sectors so should take note to identify 3 different industry types.

Data for some industry sectors may be considered proprietary and will not be available through the Census. Alternatively, STAR will accept high quality local data in the absence of Census data to ensure applicants can submit on their true target industries. Otherwise, the applicant could consider selecting a different target industry sector with available data. If both local and Census data is not available for 3 of the applicant communities’ target industries, the applicant should select the 3 most relevant industry sectors with available data.

**Community Level Outcomes**

70% of points available through Outcomes

**Outcome 1: Targeted Industry Businesses**

5.25 Points

*Increase the total number of new businesses in targeted industry sectors over time [Partial credit available]*

For full credit, the applicant must demonstrate an increase in the total number of businesses in all 3 of the targeted industry sectors in the jurisdiction over the most recent 3-year reporting period. All 3 years must be included. Partial credit for achievement in any 1 of the 3 targeted industries is available. See the Points Appendix for information regarding partial credit.

If available, the applicant may submit annual local jurisdictional data regarding the number of business establishments in the 3 target industries. This data may be available from a state, regional, or local economic development office or through pay services such as Dun and Bradstreet or Claritas. Applicants may select a geographic area different than their jurisdiction, such as the MSA, but must provide an explanation as to why a different area was selected.

If local jurisdiction data is not available, the applicant may submit data from the Census’ County Business Patterns. County applicants must use the “County” geographic area. Cities or towns may elect to use a different geographical scale, such as county, Metro/Micropolitan Statistical Area or zip code, if it is a better representation of economic activity.

Data for this outcome is available from the Census’ American Community Survey (ACS). Open American FactFinder2, Advanced Search, and follow these steps:
1. Select Topics from the blue box fields in the left margin;
2. Click Program and select Business Patterns;
3. Close Topics menu;
4. Select Geographies from the blue box fields in the left margin;
5. Click Name from the tabs along the top. Type the name of the jurisdiction in the search box and click Go;
6. Select the box next to the most appropriate geography and click Add. If using ZIP Codes, select the geography with All 5-Digit ZIP Codes fully within/partially within…;
7. Close Geographies menu;
8. From the list of options, select the most recent Geography Area Series: County Business Patterns table;
9. Record the most recent year and the Number of establishments from the appropriate row for each of the 3 targeted industry sectors identified in the Preliminary Step. If using ZIP Codes, the sum the totals for each ZIP Code. If this is the case, do not include any values from ZIP 99999 in the total; and
10. Record the values for the previous 2 years for all 3 targeted industry sectors. This data can be accessed from the call out box along the left side of the webpage.

For verification, provide the most recent number of establishments for each targeted industry sector and a completed STAR-provided Excel spreadsheet.

Outcome 2: Targeted Industry Employment
5.25 Points

Increase total employment in targeted industry sectors over time [Partial credit available]

For full credit, the applicant must demonstrate an increase in employment for all 3 of the targeted industry sectors over the most recent 3-year reporting period. All 3 years must be included for credit. Partial credit for achievement in any 1 of the 3 targeted industries is available. See the Points Appendix for information regarding points awarded for partial credit.

Applicants are encouraged to use high-quality, local, communitywide data for this outcome. Local annual employment data may be available from the state, regional, or local economic development office or through pay services such as Dun and Bradstreet or Claritas. Applicants may select a geographic area different than their jurisdiction, but must provide an explanation as to why a different area was selected.

If local jurisdiction data is not available, the applicant may submit data from the Census’ County Business Patterns. County applicants must use the “County” geographic area. Cities or towns may elect to use a different geographical scale, such as county, Metro/Micropolitan Statistical Area or Zip Code, if it is a better representation of economic activity.

Data for this outcome is available from the Census’ American Community Survey (ACS). Open American
FactFinder2, Advanced Search, and follow these steps:

1. Select Topics from the blue box fields in the left margin;
2. Click Program and select Business Patterns;
3. Close Topics menu;
4. Select Geographies from the blue box fields in the left margin;
5. Click Name from the tabs along the top. Type the name of the jurisdiction in the search box and click Go;
6. Select the box next to the most appropriate geography and click Add. If using ZIP Codes, select the geography with All 5-Digit ZIP Codes fully within/partially within…;
7. Close Geographies menu;
8. From the list of options, select the most recent Geography Area Series: County Business Patterns table;
9. Record the most recent year and the Paid employees… from the appropriate row for each of the 3 targeted industry sectors identified in the Preliminary Step. If using ZIP Codes, the sum the totals for each ZIP Code. If this is the case, do not include any values from ZIP 99999 in the total; and
10. Record the values for the previous 2 years for all 3 targeted industry sectors. This data can be accessed from the call out box along the left side of the webpage.

For verification, provide the most recent number of paid employees for each targeted industry sector and upload a completed STAR-provided Excel spreadsheet. Note the geographical scale used for the data in the spreadsheet and the source for any local data used.

Local Actions
70% of points available through Actions

Action 1:
Inventory, Assessment, or Survey

Conduct a local economic analysis or participate in the development of a regional analysis of existing industry sectors to understand current needs and opportunities

The applicant jurisdiction, a regional economic advisory body, or local institution of higher education may conduct the economic analysis of existing industry sectors. The analysis should identify major economic sectors within the community, analyze growth and decline patterns for the major economic sectors, perform a benchmarking analysis of best practices from regions similar to the applicant jurisdiction, and perform a Strengths, Weaknesses, Opportunities, and Threats (SWOT) review in order to recommend policy strategies and incentives to strengthen existing clusters.

For verification, provide the title; year published; a link to or copy of the study; and a brief description of how the intent of this action is met.
Action 2: Inventory Assessment, or Survey

Invest in market studies and research to support the continued growth and expansion of targeted industry sectors

Market studies and research can be used to better understand the community’s strengths and weaknesses, fuel economic growth, guide policy choices to enhance strengths and remediate weaknesses, and create a refined strategy for economic development for targeted industries. The market studies identified should be focused on the targeted industry sectors identified in the Preliminary Step.

For verification, provide the title; year published; a link to or copy of the study; and a brief description of how the intent of this action is met.

Action 3: Partnerships and Collaboration

Coordinate or support local and regional associations or formal networks of related businesses in the targeted industry sectors

Examples of local and regional coordination to support targeted industry sectors include:

- promoting cooperation and increased business amongst local companies;
- identifying missing skill areas and working with local educational partners to train workers;
- attracting new companies in targeted industries;
- encouraging communication within targeted industry sectors;
- promoting coordinated purchasing or infrastructure investment; and/or
- leading efforts to attract public and private research and development funding.

The associations and networks identified should focus on the targeted industry sectors identified in the Preliminary Step.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.

Action 4: Partnerships and Collaboration

Coordinate with universities, community colleges, the local workforce investment board, private firms and other community stakeholders to align research, workforce development, and resources to support targeted industry sectors

Growth in target industry sectors relies on a well-trained workforce. Coordination between educational and training institutions, such as universities and community colleges, and private firms is critical to understanding and meeting industry needs. Workforce Investment Boards (WIBs) play a key role at the regional level to...
ensure coordination between education and economic development stakeholders to support workforce development. The collaborative efforts identified should focus on supporting the targeted industry sectors identified in the Preliminary Step.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.

**Action 5:**
Education and Outreach

Educate residents about the economic impact of targeted industry sectors in the community

Efforts to educate residents about the communitywide economic impact of targeted industry sectors could focus on increased tax revenue, employment opportunities, and new business development in targeted industry sectors or related industries. The educational offerings should focus on the targeted industry sectors identified in the Preliminary Step.

For verification, provide a brief description of how your education and outreach campaign meets the intent of this action. Submittal must include a series of efforts designed to inform the public about the issue. If applicable, provide a link to or upload supporting materials.

**Action 6:**
Enforcement and Incentives

Use tax incentives to attract, retain, or expand businesses in targeted industry sectors

Tax incentives can be used to encourage businesses in targeted industry sectors to locate in the jurisdiction or relocate within areas identified as community or regional priorities. The incentives identified should focus on the targeted industry sectors identified in the Preliminary Step.

For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.

**Action 7:**
Enforcement and Incentives

Provide direct financial assistance, such as local bonds, grants, or loans, to attract, retain, or expand businesses in targeted industry sectors

Examples of financial assistance include seed funding for startup businesses or revolving loan funding for businesses within targeted industry sectors. The financial assistance identified should focus on the targeted industry sectors identified in the Preliminary Step.
For verification, provide the name of the enforcement or incentive; the year created; a link to or copy of the incentive(s) and/or enforcement(s); and a brief description of how the intent of this action is met.

**Action 8:**
Programs and Services

Provide capacity building services and support for professionals in emerging and existing targeted industry sectors

Examples of capacity building services include:
- business planning and assistance;
- management training;
- incubator services; and/or
- mentoring and knowledge-sharing events.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

**COMMUNITIES LEADING THE WAY**

**Albany, NY:** In 2004, the State University of New York (SUNY College of Nanoscience and Engineering was established in the City of Albany to embrace the growing tech sector in the region. The college works to integrate nano science into local schools through [NanoHigh](#).

**Tucson, AZ:** The City of Tucson conducted a market study that identified short-, mid, and long-term strategies to develop upon the existing strength of biomedical diagnostic services in the region.

**ADDITIONAL RESOURCES**

The Harvard Business School’s Institute for Strategy and Competitiveness built the [U.S. Cluster Mapping Project](#), which allows users to explore economic clusters in their region through specific performance measures, such as employment, wages, and job creation. This initiative is related to the U.S. Economic Development Administration’s [Know Your Region](#) project, which provides training and tools for economic development practitioners to learn about regional innovation clusters.

The Brookings Institution’s Metropolitan Policy Program’s report, *The New Cluster Moment: How Regional Innovation Clusters Can Foster the New Economy*, provides good background information on innovation clusters. This work led to Brookings’ [Metropolitan Export Initiative](#), which recommends that regional leaders create and implement Metropolitan Export Plans to better connect regional businesses to global customers.
**PURPOSE**

Prepare the workforce for successful employment through increasing attainment of post-secondary education and improving outcomes of workforce development programs.

**EVALUATION MEASURES**

**Community Level Outcomes**

70% of points available through Outcomes

**Outcome 1: Trained Workforce**

3.5 Points

Demonstrate improvements in workforce training outcomes for participants over the past 3 years.

Workforce training programs provide important skills and support for local workers as they enter the labor market, compete for jobs, retain employment successfully, and advance their careers over time. These programs are especially critical as the U.S. addresses market cycles such as recessions and seeks to ensure long-term economic competitiveness in the global marketplace.

The National League of Cities (NLC) explains in the Municipal Action Guide: Workforce Development for Economic Competitiveness that since there is no one-size-fits-all strategy for workforce development, it is imperative that cities and counties understand the local actors and agencies involved with workforce training in their communities. Typical key stakeholders include the workforce investment board (WIB), community colleges, community-based organizations that provide support for unemployed and low-income individuals, economic development organizations, and local businesses.

Workforce training providers that track performance measures over time are better able to gauge the success of their efforts and refine program offerings to meet local workforce demands and support program participants. The U.S. Department of Labor, Workforce and Training Administration has identified indicators relating to the workforce development goals of the Workforce Investment Act, including 4 performance measures of adult or dislocated worker programs.

Informed by these indicators, improvements can be demonstrated through an increase in the percentage of workers who have:

- completed a workforce training program;
- entered into unsubsidized employment following program completion;
- retained unsubsidized employment 6 months after entry into employment;
- increased earnings received in unsubsidized employment; and/or
- attained a recognized credential.

For credit, applicants must demonstrate an increasing percentage of program participants have shown improvements in at least 2 of the 5 workforce training performance measures over the past 3 years. Data
should be provided for programs that are held within the jurisdiction or available to local residents. Data should be reported for local jurisdictional residents only, rather than at a larger regional or MSA scale.

Potential data sources include:
- local government workforce training providers;
- WIBs;
- workforce development boards;
- state labor departments;
- local employment services offices;
- local jurisdiction; and
- non-government organizations that provide workforce training for residents.

For verification, identify the 2 selected workforce training outcomes and upload a completed STAR-provided Excel spreadsheet showing the percentage increase in the number of program participants over the past 3 years. Applicants should also upload or provide a link to a copy of the annual reports demonstrating workforce-training outcomes.

**Outcome 2: Workforce Mobility**
3.5 Points

**Option A:** Demonstrate progress towards 60% post-secondary attainment by 2025 including high-quality credentials and associate, bachelor, and graduate/professional degrees [Partial credit available]

--- OR ---

**Option B:** Demonstrate progress towards 45% post-secondary attainment by 2025 including associate, bachelor, and graduate/professional degrees [Partial credit available]

Obtaining a post-secondary education, such as an associate’s degree, bachelor’s degree, graduate, or other professional degree, has become increasingly critical for workforce mobility in the U.S. According to the report, *The College Payoff: Education, Occupation, Lifetime Earnings*, by the Georgetown University Center for Education and the Workforce, the widening earnings gap between individuals with a bachelor’s degree and high school diploma has grown from 75% in 1999 to 84% in 2009. This income inequality is in part because the supply of college-educated and highly trained workers in recent decades has not met the growing demand.

That same report by CEW states that between 1973 and 2008, jobs available for workers with post-secondary education increased from 28% to 59% and will likely reach 63% by 2018. Despite the expected demand for 22 million new workers with college degrees by 2018, the CEW projects the U.S. to have a deficit of more than 3 million post-secondary degrees, a monumental loss of economic opportunity for individuals and local economic growth.

In addition to the importance of 2- and 4-year college educations, high-quality post-secondary credentials have gained increasing significance over the past decade. They provide an alternative path towards higher quality jobs as well as be a stepping stone towards other forms of higher education, especially associate’s degrees.
Supported by national goals established by the Lumina Foundation, many states and communities have adopted the goal of 60% post-secondary attainment by 2025, including high-quality credentials, associate’s degrees, bachelor’s degrees, and graduate or other professional degrees. STAR has adopted this 60% by 2025 target as well.

However, quality data is currently challenging to obtain for individuals with post-secondary, high-quality credentials, and no other form of post-secondary degree. The Census will begin reporting this data in the near future. Until that time, there are 2 options available for full credit.

For Option A, submit data concerning all types of post-secondary attainment, including high-quality credentials when data becomes available from the Census. In the meantime, Option B provides an interim path for full credit until this national data set becomes available, and asks for the traditional 2 and 4-year associate’s degrees, bachelor’s degrees, and graduate or other professional degrees.

Data for Option B is available from the Census’ American Community Survey (ACS). Open American FactFinder2, Advanced Search, and then follow these steps:

1. Enter the following dataset in the Topic or Table Name field: S1501 – Educational Attainment;
2. Enter the city or county name in the State, County, or Place field;
3. Click Go;
4. Select the most recent ACS 5-year estimates;
5. Record the values for the population 25 years and over in the STAR-provided Excel spreadsheet; and
6. Repeat Step 5 for all years 2010 to the year prior to the most recent reporting year.

For full credit in Option A, the applicant must demonstrate they are on track to meet the target threshold of 60% by 2025 in post-secondary degrees and high-quality credentials.

For full credit in Option B, the applicant must demonstrate they are on track to meet the target threshold of 45% by 2025 in post-secondary degrees.

Applicants will receive partial credit in either Option A or Option B for improvements in post-secondary attainment that are not directly on track to achieve the 60% or 45% target thresholds by 2025. See the Points Appendix for information regarding partial credit.

For verification in Option A, provide the most recent annual percentage of residents obtaining high quality credentials, associate’s degrees, bachelor’s degrees, and graduate or professional degrees and the completed STAR-provided Excel spreadsheet demonstrating achievement.

For verification in Option B, provide the most recent annual percentage of residents obtaining associate’s degrees, bachelor’s degrees, and graduate or professional degrees and the completed STAR-provided Excel spreadsheet demonstrating achievement.
Outcome 3: Equitable Workforce Mobility

3.5 Points

Demonstrate an increasing percentage of individuals within each racial, ethnic, and gender subgroup have obtained a high-quality post-secondary educational degree or credential over time [Partial credit applies]

According to 2012 Census data presented in the Lumina Foundation’s Equity Imperative Report, significant racial and ethnic disparities exist within post-secondary attainment rates. While the nation’s average attainment rate is 40%, Asian adults aged 25-64 lead all races with approximately 59% attainment followed by whites at 44%. On the other side of the average, African American, Native American, and Latino adults have rates of 27%, 23%, and 20%, respectively. Unchanged, unequal attainment rates like these will continue patterns of discrimination, economic segregation, and disparities in democratic representation.

Post-secondary degrees include:
- high-quality credentials;
- associate’s degrees;
- bachelor’s degrees; and
- graduate or professional degrees

The Census will begin reporting data on high-quality credentials in the near but still undetermined future. As such, applicants may supply data only on associate’s, bachelor’s, and graduate or professional degrees until national level Census data becomes available for high-quality credentials.

Applicants must provide data on each of the following subgroups:
- race/ethnicity: African-American, American Indian/Alaska Native, Asian, Latino, Pacific-Islander, White; and
- gender: male, female.

For full credit, the applicant must demonstrate an increase over time in the percentage of residents in all 8 racial, ethnic, and gender subgroups attaining a post-secondary degree, compared to a baseline year not predating 2000. Partial credit is available for demonstrating progress in at least 5 of the 8 subgroups. Any subgroup meeting or exceeding a 3-year average attainment rate of 45%, regardless of the direction of changes in that subgroup, will count towards full or partial credit in the outcome.

Data for this outcome is available from the Census’ American Community Survey (ACS). Open American FactFinder2, Advanced Search, and then follow these steps:
1. Enter the following dataset in the Topic or Table Name field: B15002: Sex by Educational Attainment for the Population 25 Years and Over;
2. Enter the city or county name in the State, County, or Place field.
3. Click Go;
4. Select the most recent ACS 5-year estimates;
5. Record data for Males and Females in the STAR-provided Excel spreadsheet. Repeat for the
recommended that the plan include the following elements:

6. Clear the table name and retrieve and record the most recent ACS 5-year estimates for the following datasets for each Race/Ethnicity Type:
   - B15002B: Black or African American Alone
   - B15002C: American Indian and Alaska Native Alone
   - B15002D: Asian Alone
   - B15002E: Native Hawaiian and Other Pacific Islander Alone
   - B15002H: White Alone, Not Hispanic or Latino
   - B15002I: Hispanic or Latino

7. Repeat for the preceding 2 years.

8. The STAR-provided Excel spreadsheet will calculate trend data for each population subgroup over the past 3 years.

For verification, provide the average 3-year percent change for each of the 8 population subgroups and the completed STAR-provided Excel spreadsheet.

Local Actions
70% of points available through Actions

Action 1:
Plan Development

Adopt a workforce development plan or comprehensive strategy to educate, train, and prepare residents for local employment opportunities

The plan should be developed in collaboration with key stakeholders. The plan does not need to be limited to just the applicant jurisdiction, but if it is as a broader geographic scale, it should mention specific efforts in the applicant jurisdiction.

Quantifiable targets may be helpful for determining the plan’s success, but are not required for credit. It is recommended that the plan include the following elements:

- establish targets for collaboration and coordination between workforce development, economic development, and education initiatives and activities;
- identify sectors of the economy with workforce needs that could be filled by local workers and take actions to fulfill those needs;
- identify priorities for increasing the educational or skills attainment for the local population;
- identify human capital initiatives that address existing equity gaps in workforce readiness across race, ethnicity, and/or income levels;
- include sector-based workforce strategies for targeted industry sectors identified in EJ-5: Targeted Industry Development;
- utilize economic development resources and opportunities to shape workforce development education and training programs, such as leveraging public investment to achieve local hiring and
workforce training goals;
- use economic development funds and incentives for training or re-training workers; and
- identify existing education or training programs with local service providers or new tailored
  programs that can be included as part of economic subsidies or incentives.

For verification, provide the plan title; year adopted; a link to or copy of the plan; and a brief description of
how the intent of this action is met.

**Action 2:**

**Policy and Code Adjustment**

Align local economic development policy strategies with workforce development programs

Integrating workforce development programs into economic development strategies focuses worker training
in areas of projected job growth. These efforts promote increases in the number of higher paying, skilled
jobs, target job training to specific groups in need of employment, and ensure trained workers have jobs
upon training completion. Workforce development integration also benefits local economic competitiveness
as long-term economic success is tied to the quality and skills of a local workforce.

A report by the Workforce Strategies Initiative at the Aspen Institute provides several examples of this kind
of effort. Additional examples and elements of policy strategies that qualify for credit include:
- aligning local government incentives with workforce training and employment initiatives (e.g. an
  economic and workforce development grant program targeting job training in local industries for at
  risk youth and adults);
- focusing workforce development efforts on groups most in need, including: persons with limited
  work skills, single mothers, youth leaving foster care, ex-offenders, and persons with limited English
  proficiency; and/or
- engaging neighborhood faith-based and community-based initiatives to deliver job training and
  placement services to unemployed and underemployed residents.

Alignment between policies and programs should also include a strong plan for monitoring and accountability
to ensure progress is proceeding according to design.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of
how the intent of this action is met.

**Action 3:**

**Policy and Code Adjustment**

Require local government contractors and entities receiving financial incentives to prioritize hiring
local residents

Requiring local government contractors and entities receiving financial economic development incentives to
prioritize hiring local workers reinvests local tax dollars back into the local economy and provides jobs for
the community’s trained workforce. This requirement can be written into RFPs, procurement policies, and

other local government contracts. Language concerning clawbacks and breaches of contract if local hiring is not completed per contractual agreement should also be included.

For verification, provide the title; year adopted; a link to or copy of the policy or code; and a brief description of how the intent of this action is met.

**Action 4:** Partnerships and Collaboration

Create a workforce development committee to align post-secondary education, workforce development training programs, and economic development strategies

It is recommended that the workforce development committee include representatives from:

- post-secondary educational institutions, including community colleges;
- local or regional workforce investment board (WIB);
- local employers;
- community-based organizations;
- local or regional economic development agency or authority; and
- local labor council.

A government department or agency may be tasked with leading this effort, as long as there is clear evidence of an arrangement that meaningfully engages other stakeholders, such as those identified above.

While a local or regional workforce investment board is an important stakeholder in this kind of collaborative effort, this measure requires additional stakeholders be part of the partnership or collaboration for credit.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.

**Action 5:** Partnerships and Collaboration

Create data-sharing agreements between local governments, private sector employers, and educational entities to maximize the availability and use of data in economic and workforce development planning

Data-sharing agreements between local government agencies, private sector employers, and educational entities can help to align training programs with local conditions and ensure that workers gain skills that local employers need. Educational entities may include technical colleges, community colleges, universities, and other entities that provide worker education and/or training.

For verification, provide the name of the group; year established; a link to or documentation of their work; and a brief description of how the intent of this action is met. Partnerships and Collaboration must be active at the time of submittal and be issue-focused, not special project-based.
**Action 6:**
Practice Improvements

Produce an annual report that tracks workforce readiness performance measures

The report should assess communitywide post-secondary education and workforce program opportunities available in the jurisdiction and track the workforce readiness performance measures included in the outcomes, along with other metrics defined as local priorities. Reports detailing performance in programs that encompass both the applicant jurisdiction and additional cities or counties may be submitted, but the report must include jurisdiction-specific information.

The Census intends on releasing data on high-quality, post-secondary credential obtainment. Until then, applicants that are comprehensively measuring and tracking the number of individuals within their jurisdiction that hold high-quality certifications and no other post-secondary attainment should consider applying for additional credit under IP-3: Local Innovation.

For verification, provide the name of the practice improvement; a link to or copy of the annual report, if applicable; and a brief description of how the intent of this action is met.

**Action 7:**
Programs and Services

Provide support services and training tailored to the needs of the local workforce

This action provides an opportunity for credit for applicants that cannot demonstrate achievement in the outcomes, but are actively providing support services and training programs in their communities. Applicants that have achieved the outcomes may also receive credit in this action. Program offerings should reflect the community’s understanding of its local workforce development needs.

Program offerings don’t need to be available for free but they need to go further than providing general community college classes. Examples include:

- Programs offered through workforce development one-stop centers;
- Youth programs that include education and training for young adults;
- Dislocated worker training programs; and/or
- Other programs that actively provide quality support and training for the local workforce

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.
Action 8: Programs and Services

Support expansion of community college or other credential-granting programs to address the educational and training needs of the local workforce

Community college programs may strengthen either hard or soft skills. Hard skills involve technical knowledge or occupational capabilities needed to perform certain jobs, such as degrees or certificates, basic computer or programming skills, proficiency in foreign languages, and typing speed. Soft skills are interpersonal skills that help workers function in the workplace and include cooperation, time management, flexibility, problem solving, attention to detail, creative thinking, and other communication skills.

Applicants may also submit expansions in programs at entities other than community colleges, assuming those other entities have expanded programs that provide high-quality, career-supporting, post-secondary credentials. Program expansion should align with educational and training needs of the local workforce to ensure the appropriate jobs are available once community members take advantage of expanded programs.

For verification, provide the program name; year created; and a brief description of how the intent of this action is met.

Action 9: Facility and Infrastructure Improvements

Invest in community college or other credential-granting program facilities and capital improvements to accommodate residents and members of the local workforce

Modern community college facilities are essential for enabling residents and members of the local workforce to develop both the hard and soft skills necessary to be successful in today’s economy. Facility improvements should be focused on the technical skills and occupational requirements and interpersonal skills necessary to help students find employment.

Applicants may also submit investments in facilities and capital improvements for other credential-granting entities, in addition to community colleges, assuming those other entities provide high-quality, career-supporting, post-secondary credentials.

For verification, provide a list of investments made within the past 5 years and a brief description of how the intent of this action is met.

COMMUNITIES LEADING THE WAY

Davenport, IA: In 2007, City of Davenport voters approved a bond referendum to build the Scott Community College’s West Davenport Center, which provides numerous training and higher education opportunities for the community.
Louisville, KY: Created and funded by a partnership between private and government organizations, the Louisville Nia Center is a one-stop shop for employment services, including career counseling, placement assistance, job training, and small business assistance.

Washington, DC: The District’s Department of Employment Services offers many programs to job seekers, including the American Job Center, which provides career counseling, career planning, resume assistance, direct job placement, classroom and on-the-job-training, information about local and national labor markets, and unemployment compensation.

ADDITIONAL RESOURCES

The U.S. Conference of Mayors presented a report at its 2003 annual meeting regarding successful city initiatives and best practices for workforce training, particularly focused on low-income individuals.

NLC’s Research & Resources page provides a variety of resources relevant to local government initiatives on workforce readiness, including a Municipal Action Guide on Workforce Development for Economic Competitiveness.

The Partnership for Working Families provides publications and examples of targeted hiring and first source referral systems.

The WIA Dashboards provide access to performance data submitted quarterly by every state to the Department of Labor (DOL) including information at the national, regional, state and WIB levels on the impacts on employment conditions for people participating in WIA-funded employment and training services.

The Aspen Institute College Excellence Program identifies best practices across colleges in the U.S. and recognizes institutions that have shown notable and consistent improvement in student performance, particularly for students with different backgrounds.
Memorandum

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

From: Wally Bobkiewicz, City Manager
       Hitesh Desai, Chief Financial Officer

Subject: Revised 2019 Budget Balancing Worksheet

Date: November 8, 2018

The 2019 Proposed Budget was released on October 5, 2018. City Council has discussed the changes proposed in meetings over the last month. Staff now presents a revised Budget Balancing Worksheet, included as an attachment to this memo, incorporating the changes discussed by City Council. These changes are detailed below and highlighted in the attachment.

The new Budget Balancing Worksheet ends with a proposed budget surplus of $323,390. It is important to keep a surplus because this proposal also includes no general wage increases to all union and non-union employees. Negotiations with all four unions are not yet completed, so it is important that a surplus remains in case an increase is required.

Changes to Proposed 2019 Budget Balancing Worksheet

Revenue:

- Real Estate Transfer Tax Increase - $700,000 (passed by referendum on November 6 ballot)
- 2% Increase to City Property Tax Levy - $820,000
- Add two Parking Enforcement Officers – increased ticket revenue - $400,000
- Increase Surface Parking lot monthly permit fee – $30 increase ($60-$90) - $116,640
- Sunday Parking Meters – Enforced 12pm - 9 pm - $145,833 (split 50% with Parking Fund)
- Continue current operations of Gibbs-Morrison Cultural Center – included in baseline
- Transportation network tax increase from $0.20 to $0.45 per ride, with shared rides exempt from increase - $280,000
• Remove proposed block party permit fee
• Remove proposed dumpster permit fee increase
• Reduction in Vital Records revenue due to shortened hours (service continues to be provided by Health Dept with existing staff) – $16,000
• Add increase in ambulance fees (from insurance company billing) - $400,000
• Remove one-time transfer from Special Assessment Fund
• Change parking meter increase to $1.50 citywide (beginning 3/1/2019) – revenue to Parking Fund only

Expenses
• City Manager's Office
  o Restore Cultural Arts Program funding – included in baseline
• Administrative Services
  o Add two Parking Enforcement Officers - $180,000
• Health and Human Services Department
  o Change Mental Health Board funding reduction to $150,000 (was $250,000)
  o Restore Communicable Disease Surveillance Specialist position – included in baseline
  o Restore Vital Records program costs – program remains in Health department with shortened hours
  o Add Health Department Management Analyst position – $100,000
• Police Department
  o Remove Civilian Community Engagement Specialist
  o Remove elimination of 5 Police Officer positions
  o Add hold vacant 4 Police Officer positions - $444,000
• Fire Department
  o Remove proposed closure of Fire Station 4
  o Add hold vacant 4 Firefighter/Paramedic positions - $571,052
  o Add increase in Fire overtime budget - $224,680
  o Add funding for Fire Department cost study - $20,000
• Parks, Recreation and Community Services
  o Continue current operations of Gibbs-Morrison Cultural Center – included in baseline
• Citywide Changes
  o No general wage increase (GWI) for AFSCME Employees - $324,334
  o No GWI for FOP – Officers - $390,511
  o No GWI for FOP – Sergeants - $66,428
  o No GWI for IAFF Employees - $271,469
- Change reduction in auto allowance to 25% (was 50%) - $12,500
- Add increase transfer to Insurance Fund - $500,000

Parking Fund
- Waiver of convenience fee on ParkEvanston app when full time limit is paid - $30,000 expense
- Increase in Parking Meter Revenue due convenience fee waiver program - $30,000

Attachment:
Revised 2019 Budget Balancing Worksheet
### CITY OF EVANSTON FY 2019 BUDGET BALANCING WORKSHEET

**GENERAL FUND**  
11/8/2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BASELINE PROPOSED REVENUES (General Fund)</td>
<td>$110,921,062</td>
</tr>
<tr>
<td>TOTAL BASELINE PROPOSED EXPENDITURES (General Fund)</td>
<td>$115,775,575</td>
</tr>
<tr>
<td>TOTAL BASELINE SURPLUS/Deficit (General Fund - baseline)</td>
<td>($4,854,513)</td>
</tr>
<tr>
<td>Crown Debt Service</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Contribution to General Fund Reserve</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Total Deficit</td>
<td>($7,354,513)</td>
</tr>
<tr>
<td>BBWS PROPOSED REVENUE ADJUSTMENTS</td>
<td>$4,841,641</td>
</tr>
<tr>
<td>BBWS PROPOSED EXPENSE ADJUSTMENTS</td>
<td>($2,836,262)</td>
</tr>
<tr>
<td>TOTAL REVISED PROPOSED REVENUES</td>
<td>$115,762,703</td>
</tr>
<tr>
<td>TOTAL REVISED PROPOSED EXPENSES</td>
<td>$115,439,313</td>
</tr>
<tr>
<td><strong>PROPOSED 2019 BUDGET SURPLUS (DEFICIT)</strong></td>
<td>$323,390</td>
</tr>
</tbody>
</table>

#### Proposed Revenue Adjustments

- **Real Estate Transfer Tax increase (over $1.5 million)**: 700,000
- **Property Tax**: 628,759
- **2% increase to City property tax Levy**: 820,000

#### Parking

- **General Fund Parking Revenue**: 100,000
- **Add two Parking Enforcement Officers - increased ticket revenue**: 400,000
- **Increase hourly parking deck fees**: 195,000
- **Increase Sherman Ave. Garage monthly permit fee**: 74,250
- **Increase surface parking lot monthly permit fee - $30 increase ($60 to $90)**: 116,640
- **Sunday Parking Meters - Enforced 12 pm-9 pm (starting 3/1/19)**: 145,833
- **Increased Parking Meter by Commuter Lots $0.25 per hour ($0.25 to $0.50, starting 3/1/19)**: 56,500

#### Building Permits/Fees

- **New Fee for Expediting Planning & Zoning Review**: 40,000
- **New Fee for Expediting Building Permits**: 30,000
- **New Business License Registration Fee**: 15,000
- **Vacation Rental Permit and Administration**: 80,000

#### Parks Revenues

- **Stop operating Gibbs/Morrison Cultural Center**: ($5,000)
- **Fleetwood-Jourdain Theatre - Fundraising Revenue**: 10,000

#### Other Revenue

- **Wheel Tax Increase - $10 increase (Passenger from $75 to $85)**: 175,000
- **Transportation network tax increase from $0.20 to $0.45 per ride (exempt carpool and ADA rides)**: 280,000
- **Increase boat rack & launch fees**: 14,500
- **New Block Parties Permit - $70 per block party**: 7,000
- **Increase Moving Vans Permit Fee - $20 increase ($100 to $120)**: 7,000
- **Increase from Water Fund for Morton Grove/Niles water sales**: 250,000
- **Increase transfer from Sewer Fund (Administrative Expenses)**: 100,000
- **Contract out Crossing Guards (Increased Revenue from Parking Enforcement Officers)**: 200,000
- **Grant for Body Camera software and storage**: 34,000
- **Reduction in Vital Records revenue due to shortened hours**: (16,000)
- **Decrease in Cell Phone citations (July 1 will transfer to Cook County)**: (40,000)
- **Decrease in Parks Grant from YOU**: (40,000)
- **Elimination of World Arts and Music Festival**: (32,841)
- **Stop reimbursement of electric / telecommunications tax to school districts**: 100,000
- **Increase Film Permit Fees**: 8,000
- **Increase in Ambulance Fee (from insurance company billing)**: 400,000
- **Transfer from Special Assessment Fund (One-time Transfer)**: ($500,000)

**Total Revenue Adjustments** $4,841,641
**Proposed Expense Adjustments**

**City Manager’s Office**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elimination of Cultural Arts Coordinator - Personnel cost</td>
<td>(125,000)</td>
</tr>
<tr>
<td>Elimination of Cultural Arts Administration - Program cost</td>
<td>(50,000)</td>
</tr>
<tr>
<td>Elimination of CMO Admin Assistant</td>
<td>(92,570)</td>
</tr>
<tr>
<td>Elimination of Accountant</td>
<td>(100,000)</td>
</tr>
<tr>
<td>Elimination of Administrative Adjudication Aide (Vacant)</td>
<td>(58,000)</td>
</tr>
<tr>
<td>Reduction to Administrative Adjudication Judges (due to loss of call phone citations)</td>
<td>(10,000)</td>
</tr>
<tr>
<td>Elimination of Budget and Finance Manager</td>
<td>(159,758)</td>
</tr>
<tr>
<td>Addition of Budget Coordinator position</td>
<td>115,000</td>
</tr>
<tr>
<td>Additional Funding for Debt Collection</td>
<td>30,000</td>
</tr>
<tr>
<td>Transfer to Fire Pension Fund - Lauterbach &amp; Amen contract (pension administration)</td>
<td>20,000</td>
</tr>
</tbody>
</table>

**Law Department**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elimination of Legal Analyst/Liquor License Manager</td>
<td>(130,565)</td>
</tr>
<tr>
<td>Addition of Paralegal</td>
<td>84,500</td>
</tr>
</tbody>
</table>

**Administrative Services**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elimination of Facilities Maint Worker I (Vacant)</td>
<td>(78,000)</td>
</tr>
<tr>
<td>Elimination of Junior Mechanic 0.5 FTE (Vacant -- reduction of transfer to Fleet Fund)</td>
<td>(24,800)</td>
</tr>
<tr>
<td>Elimination of Fleet Operations Coordinator (reduction of transfer to Fleet Fund)</td>
<td>(100,925)</td>
</tr>
<tr>
<td>Addition of Full-Time Mechanic (additional transfer to Fleet Fund)</td>
<td>87,500</td>
</tr>
<tr>
<td>Elimination of Payroll / Pension Specialist</td>
<td>(120,000)</td>
</tr>
<tr>
<td>Addition of 0.53 FTE Payroll Clerk</td>
<td>44,512</td>
</tr>
<tr>
<td>Additional funding for facility &amp; building maintenance materials</td>
<td>100,000</td>
</tr>
<tr>
<td>Credit monitoring employee benefit</td>
<td>20,000</td>
</tr>
<tr>
<td>Move funding of Management Analyst to Parking Fund</td>
<td>(108,537)</td>
</tr>
<tr>
<td>Increase in cost of Google renewal</td>
<td>50,000</td>
</tr>
<tr>
<td>Vehicle leasing (reduction of transfer to Equipment Replacement Fund)</td>
<td>(25,000)</td>
</tr>
<tr>
<td>Increase in cost of outdoor security camera maintenance</td>
<td>35,000</td>
</tr>
<tr>
<td>Contract out Crossing Guards</td>
<td>150,000</td>
</tr>
<tr>
<td>Add two Parking Enforcement Officers</td>
<td>180,000</td>
</tr>
</tbody>
</table>

**Community Development**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduce Planning Service Agreements and Consulting Services</td>
<td>(65,000)</td>
</tr>
<tr>
<td>Addition of 1 FTE Customer Service Representative</td>
<td>80,528</td>
</tr>
<tr>
<td>Addition of Planner 1 Position</td>
<td>80,528</td>
</tr>
<tr>
<td>Additional cost of reorganization for Planning &amp; Zoning Division</td>
<td>5,000</td>
</tr>
<tr>
<td>Downtown Evanston reduction (General Fund portion)</td>
<td>(28,000)</td>
</tr>
<tr>
<td>Elimination of Storefront Modernization Program</td>
<td>(75,000)</td>
</tr>
</tbody>
</table>

**Health and Human Services**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduce Mental Health Board Funding (currently at $736,373)</td>
<td>(150,000)</td>
</tr>
<tr>
<td>Elimination of 3 FTE Human Services Advocates (Victim advocates) - 1 Vacant</td>
<td>(258,000)</td>
</tr>
<tr>
<td>Addition of Contract for 24/7 crisis response to domestic violence crime victims</td>
<td>150,000</td>
</tr>
<tr>
<td>Elimination of Vital Records Clerk</td>
<td>(64,000)</td>
</tr>
<tr>
<td>Vital Records Services - Program costs</td>
<td>(17,192)</td>
</tr>
<tr>
<td>Elimination of Communicable Disease Surveillance Specialist</td>
<td>(112,706)</td>
</tr>
<tr>
<td>Elimination of Public Health Educator</td>
<td>(88,527)</td>
</tr>
<tr>
<td>Elimination of Assistant Director (vacant)</td>
<td>(160,000)</td>
</tr>
<tr>
<td>Add Management Analyst Position</td>
<td>100,000</td>
</tr>
</tbody>
</table>

**Police Department**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elimination of Police Commander (Vacant)</td>
<td>(168,387)</td>
</tr>
<tr>
<td>Addition of Civilian Community Engagement Specialist</td>
<td>100,000</td>
</tr>
<tr>
<td>Elimination of Court Liaison (non-sworn, vacant)</td>
<td>(100,000)</td>
</tr>
<tr>
<td>Elimination of Police Video Records Specialist (Vacant)</td>
<td>(61,000)</td>
</tr>
<tr>
<td>Elimination of S Polcie Officer Positions</td>
<td>(541,000)</td>
</tr>
<tr>
<td>Hold 4 Police Officer Positions Vacant</td>
<td>(444,000)</td>
</tr>
<tr>
<td>Increase in Police Overtime Budget</td>
<td>100,000</td>
</tr>
<tr>
<td>Increase to Animal Shelter Operating Expenses</td>
<td>35,000</td>
</tr>
<tr>
<td>Increase DUI Expense</td>
<td>15,000</td>
</tr>
<tr>
<td>COLA Increase to overtime and payout expenses</td>
<td>41,000</td>
</tr>
<tr>
<td>Replace Police Dog (current dog scheduled to retire in 2019)</td>
<td>15,000</td>
</tr>
<tr>
<td>Elimination of un-reimbursed overtime for police during NU games (football only)</td>
<td>(84,000)</td>
</tr>
<tr>
<td>Northwestern Police Overtime - $12,000 per game not reimbursed, 7 home in 2019</td>
<td>(84,000)</td>
</tr>
<tr>
<td>Northwestern Dillo Day - Police Overtime not reimbursed - $7,000</td>
<td>(7,000)</td>
</tr>
<tr>
<td>Annual Body Camera software and storage</td>
<td>311,072</td>
</tr>
</tbody>
</table>
## Fire Department
- Reduce Fire community engagement programs (25,724)
- Eliminate / Close Fire Station 4 (reduction of 1 FTE and 8 vacancies) (1,384,750)
- Hold 4 Firefighter/Paramedic Positions Vacant (571,052)
- Increase in Fire Overtime Budget 224,680
- Fire Department Cost Study 20,000

## Parks, Recreation and Community Services
- Eliminate World Arts and Music Festival (55,000)
- Reorganization of Parks Staff (163,495)
- Stop operating Gibbs-Morrison Cultural Center (326,682)
- Overtime for beaches and aquatic camps - Parks 25,000

## Public Works Agency
- Elimination of 2 FTE PW Maintenance Worker II - Streets Division (189,000)
- Elimination of PWA .5 FTE Part-time clerk (35,000)

## City Wide
- Reduction of terminating sick payouts - Non-Union (75,000)
- No General Wage Increase (GWI) for non-union employees - General Fund (345,000)
- No GWI for AFSCME Employees - General Fund (324,334)
- No GWI for FOP - Officers - General Fund (390,511)
- No GWI for FOP - Sergeants - General Fund (66,428)
- No GWI for IAFF Employees - General Fund (271,469)
- Training and Travel Reductions (25,000)
- Reduce Cell Phone Allowances by 25% (10,000)
- Increase in employee portion of healthcare (Non-Union Only) (10,000)
- Reduce Auto allowance by 25% (12,500)
- Increase transfer to Insurance Fund 500,000 (25,000)

### Total Expense Adjustments
$ (2,836,262)

#### Above the Line Changes to Other Funds

<table>
<thead>
<tr>
<th>Revenue Increase</th>
<th>Expense Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>No GWI for Non-Union Employees - Other Funds (143,000)</td>
<td></td>
</tr>
<tr>
<td>No GWI for Union Employees - Other Funds (240,000)</td>
<td></td>
</tr>
</tbody>
</table>

#### Solid Waste Fund
- Special Refuse Pickups - from $60 to $100 (Solid Waste Fund) 120,000

#### Parking Fund
- Addition of Parking Specialist 87,000
- Parking Division Reorganization 20,000
- Move Management Analyst from General Fund 108,537
- Increase hourly parking deck fees 195,000
- Increase Sherman Ave. Garage monthly permit fee 74,250
- Increase surface parking lot monthly permit fee - $30 increase ($60 to $90) 116,640
- Sunday Parking Meters - Enforced 12 pm-9 pm 131,250
- Increased Parking Meter by Commuter Lots $0.25 per hour ($0.25 to $0.50) 50,850
- Increased Parking Meters Citywide - $1 to $1.50/hour 877,500
- Waiver of convenience fee for maximum time on parking app 30,000
- Increased parking meter revenue due to maximum time charges 30,000

**Parking Fund Total** 1,565,490 215,537
Memorandum

To: Steve Hagerty, Mayor
    Honorable Members of the City Council

From: Devon Reid, City Clerk

CC: Wally Bobkiewicz, City Manager

Subject: Vital Records Transfer

Date: November, 8th, 2018

Recommendation
It is the recommendation of the City Clerk that Vital Records duties be transferred to the Clerk’s office along with an increase of the Clerk’s budget of $40,000.00. In lieu of entirely eliminating Vital Records services, a transfer to the Clerk’s Office with no increase in staffing levels, would create a net revenue increase of $100,000 when compared to the City Managers 2019 proposed budget. The new Alternate proposal limits access requiring residents request and purchase Birth and Death records online with pick-up limited to 10AM-4PM 3 days per week.

Discussion
In the 2019 Budget the City Manager recommended the elimination of Vital Records. Assuming the City maintained or increased current availability, in 2019 Vital Records is projected to generate a net revenue of $146,000. Illinois Statute (410 ILCS 535/7) (from Ch. 111 1/2, par. 73-7) allows the City of Evanston to host Vital Records only in the Health Department or The Clerk’s Office. The Clerk’s office can absorb the service without hiring additional staff. In addition, the Clerk’s office would have the ability to deploy mobile print stations at targeted City events. The requested $40,000 will cover the $17,500 of program cost as well as allow residents who are homeless, survivors of domestic violence, and young adults participating in The Mayor's Summer Youth program access to free Birth Certificates.
CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, October 22nd, 2018

Present:
Alderman Fiske          Alderman Revelle
Alderman Braithwaite    Alderman Rainey
Alderman Wynne          Alderman Fleming
Alderman Wilson         Alderman Suffredin
Alderman Rue Simmons    (9)

Absent:

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty shared the results from the evaluation of City Manager Wally Bobkiewicz. Issued a Proclamation for World Polio Day, October 24, 2018.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz has Lawrence Hemingway, Director of Parks and Rec. give a presentation recognizing Kartwheel For Kids.

City Clerk’s Communications

City Clerk Reid spokepoke about Early Voting in Evanston.

Public Comment

Marie Larson  Spoke about the Health and Human Services Dept.  Watch

Donald Zeigler  Talker about the budget cuts in the Health Dept.  Watch

Junad Rizki  Spoke of the budget deficit in the City of Evanston. Asked City Council to hold a public forum to discuss the current financial state of the city.  Watch

Linn Gettleman-Chehab  Asked City Council to not eliminate the Health Educator, Assistant Health Director and Communicable Disease Surveillance Specialist. Eliminating these positions would cause Evanston to lose certification along with federal funding for the Health Dept.  Watch

Birch Burghardt  Spoke about budget cuts.  Watch

Paul Barker  Stated the restructuring of the Youth and Young Adult Program is an attempt to subvert the effectiveness of the program.  Watch

Alyce Barry  Spoke about the restructuring of the Youth and Young Adult Program.  Watch

Dale Griffin  Asked that City Council keep the Youth and Young Adult Program intact. Wants City Council to reject the proposal.  Watch
<table>
<thead>
<tr>
<th>Name</th>
<th>Statement</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joey Rodger</td>
<td>Asked the position of Victims Advocate not be eliminated from the Police Dept.</td>
<td></td>
</tr>
<tr>
<td>Oliver Ruff</td>
<td>Spoke about vital positions and programs being considered for elimination.</td>
<td></td>
</tr>
<tr>
<td>Dickelle Fonda</td>
<td>Stated that the proposed budget doesn't reflect the values of the city.</td>
<td></td>
</tr>
<tr>
<td>Jessica Sales</td>
<td>Spoke against the cuts on the Mental Health Board. Said we should out ourselves in the shoes on the people most affected by the budget cuts.</td>
<td></td>
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<tr>
<td>Marie Rosinski</td>
<td>Spoke about the MOU for the Harley Clarke mansion.</td>
<td></td>
</tr>
<tr>
<td>Joshua Hall</td>
<td>Spoke of his experience with the Youth and Young Adult services and asked the Council to keep funding in order to ensure others receive the same opportunities.</td>
<td></td>
</tr>
<tr>
<td>Mark Schroeder</td>
<td>Read a statement on behalf of Evanston Hospital President Doug Silverstein.</td>
<td></td>
</tr>
<tr>
<td>Michael Nabors</td>
<td>Made remarks about helping the less fortunate in Evanston. Said the proposed budget doesn't aim at helping the vulnerable in Evanston.</td>
<td></td>
</tr>
<tr>
<td>Terri Mchugh</td>
<td>Asked for the restoration of the Mental Health Board allocation.</td>
<td></td>
</tr>
<tr>
<td>Parul Gupta</td>
<td>Said the proposed budget cuts to the Health Dept. would create great harm to the community.</td>
<td></td>
</tr>
<tr>
<td>Mike Vasilko</td>
<td>Share his remarks on the proposed budget.</td>
<td></td>
</tr>
<tr>
<td>Judith Treadway</td>
<td>Proposed a tax on city employees who do not live in Evanston as a revenue source for the city.</td>
<td></td>
</tr>
<tr>
<td>Max Overholt</td>
<td>Spoke on the proposed budget cuts to the Fire Department.</td>
<td></td>
</tr>
<tr>
<td>Clare Kelly</td>
<td>Read a statement of behalf of Peggy Tarr</td>
<td></td>
</tr>
<tr>
<td>Jonas Flink</td>
<td>Spoke of the senior population and the support system they require. Asked City Council to invest in the Mental Health Board.</td>
<td></td>
</tr>
<tr>
<td>Katie Trippi</td>
<td>Spoke about the Fire Stations and the proposed cuts to the department. Spoke of her personal experience with the excellent service she received from the first responders.</td>
<td></td>
</tr>
<tr>
<td>Priscilla Giles</td>
<td>Asked City Council to help the community.</td>
<td></td>
</tr>
</tbody>
</table>
Jean-Marie Freise  | Shared her concerns about the proposed budget cuts to the Health and Human Services Department.  
---|---
Peg Haar  | Asked City Council to not close down Fire Station 4.  
---|---
Pat Brunger  | Asked City Council to not close down Fire Station 4.  
---|---
Ray Friedman  | Shared his concerns regarding the proposed 2019 budget.  
---|---
Jackie Haimes  | Spoke of the proposed budget cuts to the Mental Health Board.  
---|---
Karen Courtright  | Expressed her concerns on the proposed budget cuts to the Youth and Youth Adult program.  
---|---
Candice Austin  | Advocated for the continuation of the Youth and Young Adult program.  
---|---
Betty Bogg  | Urged City Council to not cut funding to the Mental Health Board.  
---|---
Stacy Geiger  | Voiced her support for the Youth and Young Adult program.  
---|---
Madelyn Ducree  | Spoke about staff and budget cuts  
---|---
Terry Campbell  | Spoke about the proposed budget cuts to the Mental Health Board.  
---|---
Kyu Kim  | Clarified where the distribution of funds provided to the Mental Health Board are given.  
---|---
Joey Harrison  | Asked City Council to keep Fire Station #4 open  
---|---
Jane Jones  | Asked City Council to keep Fire Station #4 open  
---|---
Albert Gibbs  | Spoke about the proposed city budget cuts and its particular effect it would have in the 5th Ward.  
---|---
James Engelman  | Asked City Council to extend their contract with service provider Comcast.  
---|---
Crystal Morales  | Spoke about the services the Youth and Young Adult program provides to the youth in Evanston. Said the program should not be eliminated.  
---|---
Jaheim Holden  | ETHS student who took part of the Mayor Summer Youth program for roughly 3 years and said he’s received tremendous support from the staff and wishes to see the program continue.
Blake Peters  ETHS student who is part of the Mayor Summer Youth program and asked City Council to keep the program open.  Watch

C. Louise Brown  Said that adding parking fees on Sundays in downtown Evanston area wouldn't be a good idea.  Watch

Sherri Bevel  Asked City Council to keep the Youth and Young Adult program.  Watch

Karen Rutsal  Asked City Council to not cut funding to the Mental Health Board  Watch

Bennett Johnson  Spoke about saving the Harley Clarke mansion  Watch

Doreen Price  Spoke about increasing outreach programs in the city.  Watch

Special Order of Business

(SP1) **Presentation of the 2019 Budget and Update to Budget Balancing Worksheet**  Watch

Staff recommends City Council review and discuss the 2019 Proposed Budget and accompanying revised Budget Balancing Worksheet.

**For Discussion**

**Motion to remove Gibbs Morrison from the list of budget reductions.**  Motion: Ald. Wynne and Ald. Wilson voted “No”  Rue Simmons

Passed 7-2
(M1) Approval of Minutes of the Regular City Council Meeting of October 8, 2018 and October 15, 2018.

For Action
Passed 9-0

(A1) Payroll – September 17, 2018 through September 30, 2018
$2,845,633.96

   Bills List – October 23, 2018 $2,298,931.21

For Action
Approved on Consent Agenda

(A2) Credit Card Activity (not including Amazon purchases) – Period Ending August 26, 2018
$194,498.95

For Action
Approved on Consent Agenda

(A3) Amazon Credit Card Activity – Period Ending August 26, 2018
$7,410.26

For Action
Passed 8-1-0    Ald. Suffredin abstained

(A4) Third Quarter Financial Report for Fiscal Year 2018

City Council accepted and placed on file the Third Quarter Financial Report for FY 2018.

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

(A5) Contract with Patrick Engineering, Inc. to Provide Engineering Services for the Main Street Improvement Project

City Council authorized the City Manager to execute a contract with Patrick Engineering, Inc. (55 East Monroe Street, Suite 3450, Chicago, IL 60603) to provide engineering services for the Main Street Improvement Project between Maple Avenue and Hinman Avenue. At this time, staff recommends award of only the initial portion of the project, Phase I preliminary engineering, in the amount of $363,738.00. This project will be funded from the City’s Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account No. 415.40.4118.62145-418006), which has an
FY 2018 budget of $380,000, all of it remaining.

For Action
Approved on Consent Agenda

(A6) Change Order No. 1 to the Contract with Construction Consulting & Disbursement Services for the Water Treatment Plant Door Renovation

City Council authorized the City Manager to approve Change Order No. 1 to the contract for the Water Treatment Plant Door Renovation (Bid 18-29) with Construction Consulting & Disbursement Services (5836 Lincoln Avenue, Suite 200, Morton Grove, Illinois). This change order includes a time extension for 75 days, changing the completion date from 9/15/18 to 11/29/18. There is no cost increase associated with this change order.

For Action
Approved on Consent Agenda

(A7) Resolution 97-R-18, Six-Month Extension to the Cable Television Franchise Agreement with Comcast

City Council adopted Resolution 97-R-18, authorizing the City Manager to execute a 6 month extension of the Comcast Cable Television Franchise Agreement with Comcast of Illinois IV, Inc. (1585 Waukegan Road, Waukegan, IL 60035). The existing agreement expires October 24, 2018. A new franchise agreement will be negotiated for a longer term in 2019.

For Action
Approved on Consent Agenda

(A8) Resolution 79-R-18, Negotiate and Execute a Parking Memorandum of Agreement with Youth & Opportunity United, Inc.

City Council adopted Resolution 79-R-18, authorizing the City Manager to negotiate and execute a parking agreement with Youth & Opportunity United, Inc., located at 1911 Church Street for usage of their parking lot for patrons using the Gibbs-Morrison Cultural Center and businesses in the Church Dodge corridor. Funding will be from the Gibbs-Morrison/Building Maintenance Material Fund (Account 100.30.3225.65050), which has an allocation of $2,000. Staff projects an expense of approximately $500 yearly for fall clean-up of the landscaping at the site. Snow removal will be in-kind and performed by City staff.

For Action
Approved on Consent Agenda
(A9) **Resolution 81-R-18, Designating the Portion of Pitner Avenue with the Honorary Street Name Sign, “Pierre Jean-Paul Way”**

City Council adopted Resolution 81-R-18, naming the portion of Dewey Avenue between Crain Street and Greenleaf Street, with the honorary street name sign, “Pierre Jean-Paul Way”. Three street signs are made for the honoree and the approximate total cost is $200. Funds are budgeted in the Public Service Bureau-Traffic Operations’ materials fund (Account 100.40.4520.65115), which has a fiscal year 2018 budget of $58,000 and a year to date balance of $48,000.

For Action
Approved on Consent Agenda

(A10) **Resolution 98-R-18 Agreement with Ridgeville Park District for the Continuation of the Middle School Afterschool Program at Kamen Park**

City Council adopted Resolution 98-R-18, authorizing the City Manager to execute a partnership agreement with the Ridgeville Park District for the continuation of the middle school afterschool program at the Kamen East Fieldhouse site. Ridgeville Park District is donating $12,000 for operational expenses and additional in-kind services for the program.

For Action
Approved on Consent Agenda

(A11) **Resolution 80-R-18, A Resolution in Support of the City of Evanston and School District 65 Safe Routes to School Program**

City Council adopted 80-R-18, a Resolution in Support of the City of Evanston and School District 65 Safe Routes to School Program. The City of Evanston seeks to obtain funding in support of Safe Routes to School Program initiative.

For Action
Approved on Consent Agenda

(A12) **Ordinance 114-O-18, Proposed Lease Agreement with Northwest Center Against Sexual Abuse**

City Council adopted Ordinance 114-O-18, authorizing the City manager to negotiate a three-year lease with Northwest Center Against Sexual Abuse for office space in the Lorraine H. Morton Civic Center at the monthly rental rate of $577.50 for an annual rent of $6,930.
(A13) Ordinance 110-O-18, Dissolving the Amended Redevelopment Project Area of the City of Evanston, Illinois and Related Matters for the Washington National Tax Increment Financing District

City Council adopted Ordinance 110-O-18, dissolving the Washington National Tax Increment Finance (TIF) District effective December 31, 2018. As a part of this closure the City is required to officially notify all taxing districts regarding the dissolution and any distribution thereof of remaining funds in the TIF.

For Action
Passed 9-0

(A14) Ordinance 116-O-18, Agreement Between the City of Evanston and the Chicago Transit Authority for Tax Increment Financing for Future Phases of the CTA Red and Purple Modernization Program

City Council adopted Ordinance 116-O-18, authorizing the City Manager to execute an Intergovernmental Agreement with the Chicago Transit Authority (CTA) for the modernization of the CTA Purple Line in Evanston, with a focus on support for the Davis Street CTA station, with a local match contribution from the Washington National Tax Increment Finance district (Account 300.99.5470.65515). This is a follow-up action to the execution of a Memorandum of Understanding between the City and the CTA in June 2018.

For Action
Approved on Consent Agenda

(P1) Ordinance 111-O-18, Granting Major Variations at 2415 Wade Street in the R2 Single-Family Residential Zoning District

City Council adopted Ordinance 111-O-18 authorizing major variations for building lot coverage of 44.3%, a 19.8’ front yard setback, a 0’ west interior side yard setback, a 2.9’ east interior side yard setback, and to provide one off-street parking space in order to construct additions to the existing single-family residence.

For Action
Passed 8-1-0

Ald. Rue Simmons abstained
(P2) **Ordinance 119-O-18, Granting Landmark Status to the Building and Lot of Record at 2010 Dewey Avenue**

City Council adopted Ordinance 119-O-18 Designating 2010 Dewey Avenue (building and lot) as an Evanston Landmark.

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

**Call of the Wards**

<table>
<thead>
<tr>
<th>Ward</th>
<th>Report or Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ward 1</td>
<td>No Report</td>
</tr>
<tr>
<td>Ward 2</td>
<td>Thanked the Mayor and the community for celebrating Jean Pier at the street naming ceremony</td>
</tr>
<tr>
<td>Ward 3</td>
<td>3rd Ward meeting on October 25 at Lincoln school from 7-8:30 p.m.</td>
</tr>
<tr>
<td>Ward 4</td>
<td>No Report</td>
</tr>
<tr>
<td>Ward 5</td>
<td>Invited 5th Ward residents to the budget hearing on Saturday October 27, at 9 a.m. in City Council Chambers</td>
</tr>
<tr>
<td>Ward 6</td>
<td>No Report</td>
</tr>
<tr>
<td>Ward 7</td>
<td>No Report</td>
</tr>
<tr>
<td>Ward 8</td>
<td>Thanked everyone who attended the 8th Ward budget meeting. Requested staff to clarify the referendum question on the Transfer Tax.</td>
</tr>
<tr>
<td>Ward 9</td>
<td>Thanked residents for public comment. 9th Ward budget meeting at Little Bean starting at 3:30 p.m. on October 24. On October 25 there will be a budget meeting at Chute Middle school at 7 p.m.</td>
</tr>
</tbody>
</table>

**Adjournment**
Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned. Ald. Wilson led City Council into Executive Session. A roll call vote was taken and by a unanimous vote (9-0) City Council recessed into Executive Session.
SPECIAL CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Saturday, October 27th, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson

Alderman Rue Simmons
Alderman Revelle
Alderman Rainey
Alderman Suffredin

(8)

Absent:

Alderman Fleming (1)

Presiding:

Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty had no announcements.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz had no announcements.

City Clerk’s Communications

City Clerk informed the public about Early Voting happening at the Civic Center in room G300. Invited residents to volunteer in the office for phone banking to inform residents about the Election.

Public Hearing: FY2019 Proposed Budget for the City of Evanston

Hearing Public Comment

Susan Davis Friedman Spoke about the proposed budget cuts to the arts funds in the City of Evanston.

Beth Adler Stated that public art in all Wards is a top priority by the Arts Council. Asked for $25,000 in funding in order to meet current budget obligation. Would like to see $30,000 for Cultural Art Fund Grant, $10,000 for Community Support Fund Grant, $10,000 in Administrative cost and $25,000 for the Neighborhood Public Art Fund. Asked to reconsider the reinstatement of the Arts Coordinator position at a later date.

Kimkea Harris Attorney who represents the Illinois Fraternal Order of Police Labor Council who spoke about the need for an effective police force in Evanston. Said that vacant positions could lead to longer response times and overworked officers are prone to burnouts and on the job injuries. Asked City Council to consider the long terms effects.

Junad Rizki Talked about the lack of responsibility in the city. Stated there has
been misrepresentation of city problems by staff and others. Asked City Council to take more action to fix the issues.

**Don Zeigler**
Proposed to cut 2 staff members instead of 5 from the Health Department. Asked to keep the Assistant Director and Health Educator position in order for Evanston to keep the certification from the State. This will ensure Evanston continues to receive Federal and State funding.

**Marqueis Weatherspoon**
Shared results from surveys conducted by Cradle to Career and found that residents weren’t participating in the budget discussions due to the belief that their voice were not being considered.

**Sandra Burnes**
Wanted the city to remain safe by ensuring our Fire and Police departments are fully staffed.

**Pat Burns**
Stated that he didn’t understand how the city accrued the current 7.2 million in debt in a matter of months. Said it’s important that there is a list of goals for the future in the budget.

**Elissa Bassler**
Spoke about the importance of having a certified Health Department. Also talked about properly funding the Health Department.

**Charetta Williams**
Talked about residents being underserved by the city government.

**Dolores Holmes**
Spoke about the Health Department. Spoke about keeping Vital Records as part of the services.

**Bill Lynch**
President of Evanston Firefighters Local 742 who voiced his opposition to the proposed cuts to the fire department.

**Doreen Price**
Talked about the budget and hidden costs.

**Josh Hall**
Spoke about the importance of ensuring the residents of Evanston have proper response times from our first responders to ensure that those who are committed to living independently can continue to do so because of the quality care we provide to residents.

**Jerome Summers**
Stated that the poor, sick, old and other minority groups are in trouble with the proposed city budget.

**Clare Kelly**
Read a statement on behalf of Peggy Tar

**Betty Ester**
Spoke about projects being developed without the funds to support them. Talked about levies issued by the city.

**Ray Friedman**
Spoke about the budget and staff cuts. Doesn't believe there is a need to cut staff, reduce programs or increase taxes. Believes there
is no control of the spending within the city. Asked City Council to cut spending on projects that are not priority.

Michelle Hays Questioned why the city is cutting programs that are necessary and funding projects are not essential Shared her concerns about the budget making process.

Pat Brunger Stated that if broken down, it would take a donation of $20 by each resident in Evanston to keep fire station 4 open. Asked City Council to keep Station 4 open.

Alderman Braithwaite made a motion to adjourn the hearing and received a second from Ald. Rue Simmons. Clerk Reid called a roll-call vote and on a vote of 8-0 the hearing was adjourned.

Public Hearing: Truth and Taxation Hearing for the 2018 Property Tax Levy for the City of Evanston

Hearing Public Comment

Junad Rizki Stated that although City Council doesn’t raise property taxes, they in turn raise the levys. Said taxes are being raised. Wanted a truthful budget to be created. Said there was excessive spending that has cost the city millions of dollars. Believes that the budget crisis is because of the mismanagement.

Alderman Braithwaite made a motion to adjourn the hearing and received a second from Ald. Wynne. Clerk Reid called a roll-call vote and on a vote of 8-0 the hearing was adjourned.

Public Comment

Junad Rizki Spoke about the city budget, along with the Water Department budget. Said residents have been filing voluminous FOIA request in the past year because they are losing trust in local government.

Clare Kelly Read another statement on behalf of Peggy Tar

Ray Friedman Didn’t understand why City Council would approve the Robert Crown Center if it would be operating at a loss when it is reopened. Asked that we operate with the revenue we are receiving.
(SP1) **Ordinance 123-O-18: City of Evanston 2018 Tax Levy**


**For Introduction**
Passed 8-0

Motion: Ald. Rainey

(SP2) **Ordinance 124-O-18: Evanston Library Fund 2018 Tax Levy**

City Council approved introduction of 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 Introduction**
Passed 8-0

Motion: Ald. Rainey

(SP3) **Ordinance 125-O-18: Solid Waste Fund 2018 Tax Levy**

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

**For Introduction**
Passed 8-0

Motion: Ald. Rainey

(SP4) **Ordinance 126-O-18: Special Service Area #4 2018 Tax Levy**

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

**For Introduction**
Passed 8-0
(SP5) **Ordinance 127-O-18: Special Service Area #6 2018 Tax Levy**

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

**For Introduction**

*Passed 8-0*

(5) **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**

**Call of the Wards**

<table>
<thead>
<tr>
<th>Ward</th>
<th>Thanked residents for attending the City Council meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:</td>
<td>Watch</td>
</tr>
<tr>
<td>2:</td>
<td>Made a referral to staff to examine the Star Community rating system. Watch</td>
</tr>
<tr>
<td>3:</td>
<td>Office hours on November 1, from 7-10 a.m. at Brothers K Watch</td>
</tr>
<tr>
<td>4:</td>
<td>Thanked residents for attending the City Council meeting Watch</td>
</tr>
<tr>
<td>5:</td>
<td>No Report Watch</td>
</tr>
<tr>
<td>6:</td>
<td>No Report Watch</td>
</tr>
<tr>
<td>7:</td>
<td>No Report Watch</td>
</tr>
<tr>
<td>8:</td>
<td>No Report Watch</td>
</tr>
</tbody>
</table>
Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN RUE SIMMONS

II. APPROVAL OF MINUTES OF REGULAR MEETING OF OCTOBER 22, 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 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**

(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**

(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**
(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**

(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**

(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**
(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

(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

(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

(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

(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

(A27) **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 ($.45) per solo ride in a transportation network vehicle.

For Introduction

(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.

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, 2018. Funding is provided by the Parking Fund. The anticipated expense for this program is estimated at $30,000.

For Action
IV. ITEMS FOR CONSIDERATION

(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

(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

(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

(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
V. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VII. ADJOURNMENT
MEMBERS PRESENT: C. Fleming, P. Braithwaite, T. Suffredin, R. Rue Simmons, A. Rainey (arrived at 6:11 p.m.)


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 6:07 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF OCTOBER 8, 2018
Ald. Rue Simmons moved to accept the Minutes of October 8, 2018 and the A&PW meeting as submitted, seconded by Ald. Fleming.

The Minutes of the October 8, 2018 A&PW meeting were approved unanimously 4-0.

Ald. Rainey arrived at 6:11 p.m.

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 – September 17, 2018 through September 30, 2018 $ 2,845,633.96
   Bills List – October 23, 2018 $ 2,298,931.21
   For Action

(A2) Credit Card Activity (not including Amazon purchases) –
   Period Ending August 26, 2018 $ 194,498.95
   For Action

(A6) Change Order No. 1 to the Contract with Construction Consulting & Disbursement Services for the Water Treatment Plant Door Renovation
Staff recommends City Council authorize the City Manager to approve Change Order No. 1 to the contract for the Water Treatment Plant Door Renovation (Bid 18-29) with Construction Consulting & Disbursement Services (5836 Lincoln Avenue, Suite 200, Morton Grove, Illinois). This change order includes a time
extension for 75 days, changing the completion date from 9/15/18 to 11/29/18. There is no cost increase associated with this change order. 

For Action

(A8) Resolution 79-R-18, Negotiate and Execute a Parking Memorandum of Agreement with Youth & Opportunity United, Inc. 
Staff recommends City Council adoption of Resolution 79-R-18, authorizing the City Manager to negotiate and execute a parking agreement with Youth & Opportunity United, Inc., located at 1911 Church Street for usage of their parking lot for patrons using the Gibbs-Morrison Cultural Center and businesses in the Church Dodge corridor. Funding will be from the Gibbs-Morrison/Building Maintenance Material Fund (Account 100.30.3225.65050), which has an allocation of $2,000. Staff projects an expense of approximately $500 yearly for fall clean-up of the landscaping at the site. Snow removal will be in-kind and performed by City staff. 

For Action

(A9) Resolution 81-R-18, Designating the Portion of Pitner Avenue with the Honorary Street Name Sign, “Pierre Jean-Paul Way” 
The Parks, Recreation and Community Services Board recommend adoption of Resolution 81-R-18, naming the portion of Dewey Avenue between Crain Street and Greenleaf Street, with the honorary street name sign, “Pierre Jean-Paul Way”. Three street signs are made for the honoree and the approximate total cost is $200. Funds are budgeted in the Public Service Bureau-Traffic Operations' materials fund (Account 100.40.4520.65115), which has a fiscal year 2018 budget of $58,000 and a year to date balance of $48,000. 

For Action

(A11) Resolution 80-R-18, A Resolution in Support of the City of Evanston and School District 65 Safe Routes to School Program 
Staff requests City Council adopt Resolution 80-R-18, a Resolution in Support of the City of Evanston and School District 65 Safe Routes to School Program. The City of Evanston seeks to obtain funding in support of Safe Routes to School Program initiative. 

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

(A10) Resolution 98-R-18 Agreement with Ridgeville Park District for the Continuation of the Middle School Afterschool Program at Kamen Park 
Staff recommends City Council adoption of Resolution 98-R-18, authorizing the City Manager to execute a partnership agreement with the Ridgeville Park District for the continuation of the middle school afterschool program at the
Kamen East Fieldhouse site. Ridgeville Park District is donating $12,000 for operational expenses and additional in-kind services for the program.

**For Action**

Ald. Rainey moved to recommend City Council adoption of Resolution 98-R-18, authorizing the City Manager to execute a partnership agreement with the Ridgeville Park District for the continuation of the middle school afterschool program at the Kamen East Fieldhouse site, seconded by Ald. Braithwaite.

At Ald. Rainey’s inquiry, Parks, Recreation and Community Services Director Lawrence Hemingway explained that there are two City staff that run the program at approximately $18,000 annually.

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

**(A3)** Amazon Credit Card Activity – Period Ending August 26, 2018  
$7,410.26

**For Action**

Ald. Fleming moved to recommend City Council approve the Amazon Credit Card activity for the period ending August 26, 2018 in the amount of $7,410.26, seconded by Ald. Braithwaite.

Ald. Fleming reminded staff to support local business. She noticed charges that were not on the approved list. City Manager Bobkiewicz noted that the charges are through August 26, 2018 before the staff memo went out with the new policy.

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

**(A4)** Third Quarter Financial Report for Fiscal Year 2018

Staff recommends City Council accept and place on file the Third Quarter Financial Report for FY 2018.

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


At Ald. Rainey’s inquiry, Chief Financial Officer/Treasurer Hitesh Desai explained that there is a $3 million debt service payment due on the Sherman Garage December 1st.

Assistant City Manager Erika Storlie noted that this will be the last debt service payment and the garage will be debt free. She detailed some capital expenditures expected in the parking fund including security camera upgrades in all 3 garages and paint and seal coating of garage floors next year.

At Ald. Fleming’s inquiry, CFO/Treasurer Desai explained the Insurance Fund has a negative fund balance because of lawsuits, but we are watching closely. At Ald. Rainey’s inquiry he explained that the Library numbers are out of balance because a $10 million capital project was postponed this year.
At Ald. Braithwaite’s inquiry, CFO/Treasurer Desai explained that the City is exploring whether funds from the Friends of the Robert Crown can be used toward Crown debt service. There may be a donor imposed restriction on the use of funds.

The Committee voted unanimously 5-0 to accept and place the report on file.

(A5) **Contract with Patrick Engineering, Inc. to Provide Engineering Services for the Main Street Improvement Project**

Staff recommends that City Council authorize the City Manager to execute a contract withPatrick Engineering, Inc. (55 East Monroe Street, Suite 3450, Chicago, IL 60603) to provide engineering services for the Main Street Improvement Project between Maple Avenue and Hinman Avenue. At this time, staff recommends award of only the initial portion of the project, Phase I preliminary engineering, in the amount of $363,738.00. This project will be funded from the City’s Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account No. 415.40.4118.62145-418006), which has an FY 2018 budget of $380,000, all of it remaining.

**For Action**

Ald. Suffredin moved to recommend City Council authorize the City Manager to execute a contract with Patrick Engineering, Inc. to provide engineering services for the Main Street Improvement Project between Maple Avenue and Hinman Avenue by awarding the initial portion of the project, Phase I preliminary engineering, in the amount of $363,738.00, seconded by Ald. Rainey.

Public Works Agency (PWA) Bureau Chief Lara Biggs explained that this project will update the streetscape and street resurfacing including repair and replacement of sidewalks, 2 pedestrian crosswalks, street light and traffic signal updates and ensuring ADA compliance.

This project is a candidate for various grant programs which includes more in depth environmental implications and intersection design. The State is changing how grants are awarded by requiring completing of the more rigorous Phase I study. Phase II (scheduled in 2020) involves preparing the construction design and Phase III (scheduled in 2021) is completion of construction.

At Ald. Suffredin’s inquiry, PWA Bureau Chief Biggs explained that the investment in the Phase I project is necessary in order to meet the criteria to apply for state, county and federal grants.

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

(A7) **Resolution 97-R-18, Six-Month Extension to the Cable Television Franchise Agreement with Comcast**

Staff recommends City Council adoption of Resolution 97-R-18, authorizing the City Manager to execute a 6 month extension of the Comcast Cable Television
Franchise Agreement with Comcast of Illinois IV, Inc. (1585 Waukegan Road, Waukegan, IL 60035). The existing agreement expires October 24, 2018. A new franchise agreement will be negotiated for a longer term in 2019.

For Action
Ald. Braithwaite moved to recommend City Council adoption of Resolution 97-R-18, authorizing the City Manager to execute a 6 month extension of the Comcast Cable Television Franchise Agreement with Comcast of Illinois IV, Inc. which the existing agreement expires October 24, 2018, seconded by Ald. Fleming.

PUBLIC COMMENT
James Engleman spoke in favor of extending the Comcast contract.

At Ald. Rainey’s inquiry, Assistant City Manager Erika Storlie explained that the City has franchise agreements with AT&T, Comcast and RCN Cable. The City is currently in negotiations with Comcast and request an additional 6 months on the existing agreement during negotiations.

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

(A12) Ordinance 114-O-18, Proposed Lease Agreement with Northwest Center Against Sexual Abuse
Staff requests City Council adopt Ordinance 114-O-18, authorizing the City manager to negotiate a three-year lease with Northwest Center Against Sexual Abuse for office space in the Lorraine H. Morton Civic Center at the monthly rental rate of $577.50 for an annual rent of $6,930.

For Introduction
Ald. Braithwaite moved to suspend the rules and recommend City Council adopt Ordinance 114-O-18, authorizing the City manager to negotiate a three-year lease with Northwest Center Against Sexual Abuse for office space in the Lorraine H. Morton Civic Center at the monthly rental rate of $577.50 for an annual rent of $6,930, seconded by Ald. Rainey.

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

V. ITEMS FOR DISCUSSION

(APW1) Pace North Shore Garage Bus Parking Expansion
Staff requests the Administration and Public Works Committee discuss Pace Suburban Bus Service (2222 Oakton Street) and Quad Indoor Sports (2454 Oakton Street) proposal to swap 17,000 square feet of land with the City of Evanston in order to accommodate additional parking for both facilities.

For Discussion
City Manager Wally Bobkiewicz was approached by Quad Indoor Sports (QIS) to expand their customer parking due to growth. They are proposing swapping land between the City and Pace.
QIS Owner Bill Kindra explained that the facility currently has 72 parking spots and 4 ADA compliant spots. Overflow parking is provided by Cube Smart, Shell Oil, GFS and Home Depot. Parking is challenging for pedestrians and families with small children. The proposal would increase parking by an additional 60 spaces by swapping approximately 17,000 square feet of land with Pace.

Brian Loftin, Owner of Little Kickers explained that they service approximately 800 kids per year from the ages of 18 months to 4 years old. Little Kickers has deliberately limited the number of classes held because of parking constraints.

At Ald. Rainey’s inquiry, Mr. Loftin confirms that the facility is adequate to hold classes for 100 kids per hour just for his program.

At Ald. Braithwaite’s inquiry, Mr. Kindra explained that this year they are introducing a shuttle to transport parents from other parking locations back to the facility after drop off. The challenge is for the parents of the Little Kickers, who will drop off 2 year olds with other siblings and strollers in the busy winter months.

John Berkley of Evanston Soccer Association has 500 youth players and 400 families that regularly participate in games. Before QIS came to Evanston, the players traveled to Palatine and Highland Park to play. Additional parking is necessary for family members that want to watch their kids participate in games.

Frank Barbaro of Evanston Baseball and Softball Association has approximately 1,300 kids ranging from Pre-K to 8th grade. He noted that he could host numerous games simultaneously, but additional parking would be helpful to accommodate the families that attend to watch.

At Ald. Fleming’s inquiry, City Manager Bobkiewicz explained that parking would be installed in an area of land immediately west of the James Park sledding hill. QIS will participate in the funding of the install and the would be paid parking as part of the City’s parking system. He added that the outgoing Pace Executive Director is interested in moving this forward. Ald. Rainey is in favor of the proposal especially with the participation of Pace.

At Ald. Braithwaite’s inquiry, QIS owner Kindra confirmed that they serve hot dogs, chips and beer only on adult league nights.

City Manager Bobkiewicz will come back to the Committee with deal points at a November meeting.

VI. COMMUNICATIONS

Ald. Braithwaite requested an Administrative Adjudication report on outstanding fines and revenues.
VII. ADJOURNMENT
Ald. Braithwaite moved to recommend adjournment, seconded by Ald. Fleming. The meeting adjourned at 6:56pm.

Respectfully Submitted,

Janella Hardin, PHR
Memorandum

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

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

Subject: City of Evanston Payroll and Bills

Date: November 8, 2018

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

Summary:
Payroll – October 01, 2018 through October 14, 2018 $ 2,783,484.16
(Payroll includes employer portion of IMRF, FICA, and Medicare)
Payroll – October 15, 2018 through October 28, 2018 $ 2,909,989.58
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – November 13, 2018 $ 4,529,828.66
General Fund Amount – Bills list $ 376,418.62

TOTAL AMOUNT OF BILLS LIST & PAYROLL $10,223,302.40

*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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HOU9ING REHAB - 655 DODGE 6,800.00
HOU9ING REHAB - 743 BRUMMEL 5,200.00
5280 COBG Loan Total 12,000.00

220 COBG LOAN Fund Total 12,000.00

240 HOME FUND
5430 HOME FUND
56535 CONNECTIONS FOR THE HOMELESS
65535 COMMUNITY PARTNERS FOR AFFORDABLE HOUSING
TBRA VOUCHER 59,688.65
COMMUNITY PURCHASED SERVICES 6,673.00
5430 HOME Fund Total 68,361.65

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250 AFFORDABLE HOUSING FUND
5465 AFFORDABLE HOUSING FUND
62490 ANCEL, QIN, DIAMOND, BUSH, DICIANNO & KRAFTHIEFER, P.
62490 COMMUNITY PARTNERS FOR AFFORDABLE HOUSING
ACQUISITION & REVITALIZATION OF DISTRESSED PROPERTY 2,576.40
COMMUNITY PURCHASED SERVICES 10,179.00
65535 COMMUNITY PARTNERS FOR AFFORDABLE HOUSING
COMMUNITY PURCHASED SERVICES 59,194.22
5465 AFFORDABLE Housing Fund Total 71,949.62

250 AFFORDABLE HOUSING FUND Total 71,949.62

330 HOWARD-RIDGE TIF FUND
5860 HOWARD-RIDGE TIF
56511 THEO UBIQUE
65515 HOLIDAY CREATIONS
HOWARD STREET THEATRE FIXTURE AND EQUIPMENT PURCHASES 34,817.05
HOWARD STREET TREE LIGHTS 7,312.00
5860 HOWARD-RIDGE TIF Fund Total 42,129.05

330 HOWARD-RIDGE TIF Fund Total 42,129.05

335 WEST EVANSTON TIF FUND
5870 WEST EVANSTON TIF
62185 KANE, MCKENNA AND ASSOCIATES, INC.
TIF TAX CODE ANALYSIS 492.50
5870 WEST EVANSTON TIF Fund Total 492.50

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415 CAPITAL IMPROVEMENTS FUND
4116 2016 BOND PROJECTS
518002 62145 SMITHKINOS, INC.
CHURCH STREET HARBOUR RENOVATIONS - PHASE 2 8,132.00
518004 65515 SUBT CONSTRUCTION CO., INC.
LOVELOCK PARK POND REHAB 3,720.00
4116 2016 BOND PROJECTS Total 11,852.00

4117 2017 GO BOND ISSUANCE
617001 62145 CLARK DEITZ, INC.
CHANDLER-NEWBERGER CENTER HVAC/ELECTRICAL IMPROVEMENTS 8,396.36
617015 62145 CHRISTOPHER B. BURKE ENGINEERING, LTD.
STREETLIGHT MASTER PLAN 7,178.39
617018 65515 SCHROEDER & SCHROEDER INC.
2017 ALLEY & STREET IMPROVEMENTS PROJECT 2,353.24
617019 65515 GARLAND DBS, INC.
FOG HOUSE ROOF AND MASONRY IMPROVEMENTS 10,024.47
617004 65515 GARLAND DBS, INC.
ROOF REPAIRS & WINDOW REPLACEMENT AT CITY FACILITIES 47,727.81
4117 2017 GO BOND ISSUANCE Total 61,974.67

4118 2018 GO BOND CAPITAL
117004 62145 ART ENCOUNTER
MURAL AT LAKE STREET IN PARTNERSHIP WITH GIRL SCOUTS 3,000.00
117004 62145 ART ENCOUNTER
MURAL MAINTENANCE ON MAIN STREET 1,000.00
419001 62145 HAMPTON, LENZIN AND RENWICK, INC.
2019 CAPITAL IMPROVEMENT LAND SURVEYING SERVICES 3,653.13
419001 62145 HAMPTON, LENZIN AND RENWICK, INC.
OVERNIGHT SHIPPING CHARGES 48.50
519001 62205 FEDERAL EXPRESS CORP.
ALLEGRA PRINT & IMAGING 50.00
419003 65515 CAPITOL CEMENT CO.
DECAL FOR DONATION OF LAKEFRONT EXERCISE EQUIPMENT 50.00
419006 65515 CAPITOL CEMENT CO.
2018 ALLEY AND STREET IMPROVEMENTS 30,035.63
419006 65515 CAPITOL CEMENT CO.
2018 ALLEY AND STREET IMPROVEMENTS 22,425.00
419006 65515 CAPITOL CEMENT CO.
OVERNIGHT SHIPPING CHARGES 3,000.00
419015 65515 AMERICAN SURVEYING & ENGINEERING, P.C.
NOYES CENTER - HALLWAY AND COMMON AREA IMPROVEMENTS 18,629.50
419050 65515 CHRISTOPHER B. BURKE ENGINEERING, LTD.
SURVEY BENCHMARK UPDATE 32,728.87
419050 65515 CHRISTOPHER B. BURKE ENGINEERING, LTD.
SHERIDAN RD-CHICAGO AVE. PHASE III ENG SVCS 47,015.68
419025 65515 TRAFFIC CONTROL CORPORATION
SPEED CONTROLLE 565.00
4118 2018 GO BOND CAPITAL Total 146,000.91

4217 2017 CIP OTHER FUNDING SOURCE
617002 62145 CLARK DEITZ, INC.
CHANDLER-NEWBERGER CENTER HVAC & ELECTRICAL IMPROVEMENTS 149.33
617016 62145 TERRA-ENGINEERING, LTD.
EMERSON STREET TRAFFIC SIGNAL MODERNIZATION PROJECT 39,476.62
4217 2017 CIP OTHER FUNDING SOURCE Total 39,625.95

4218 NON-BOND CAPITAL, 2018
516004 62145 CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOUNTAIN SQUARE RENOVATIONS 46,029.80
516004 62145 CHRISTOPHER B. BURKE ENGINEERING, LTD.
2018 ALLEY AND STREET IMPROVEMENTS 63,571.14
516010 65515 CENTRAL RUG & CARPET CO.
NOYES CENTER - HALLWAY AND COMMON AREA IMPROVEMENTS 18,629.50
516025 65515 J.A. JOHNSON PAVING CO.
MRT STREET RESURFACING PROJECT 70,221.19
4218 NON-BOND CAPITAL, 2018 Total 198,451.63

4318 CIP COBG FUNDS
418003 65515 CAPITOL CEMENT CO.
2018 ALLEY AND STREET IMPROVEMENTS 150,416.12
4318 CIP COBG FUNDS Total 150,416.12

451 CAPITAL IMPROVEMENTS FUND Total 504,030.78

456 CROWN CONSTRUCTION FUND
4160 CROWN CONSTRUCTION PROJECT
4160 CROWN CONSTRUCTION PROJECT Total 1,146,801.60

456 CROWN CONSTRUCTION Fund Total 1,146,801.60

505 PARKING SYSTEM FUND
7005 PARKING SYSTEM MTG
62903 MOTIVATE INTERNATIONAL, INC.
"DIVVY" - PARKING EQUIPMENT 33,991.98
62903 MOTIVATE INTERNATIONAL, INC.
PARKING SERVICES - DIVVY OPERATION - ONGOING FEES 11,635.74
64540 VERIZON NETWORKFLEET, INC.
AIL TRACKERS 18.95
7005 PARKING SYSTEM MTG Total 46,646.77

7025 CHURCH STREET GARAGE
84005 DYNEGY
UTILITIES-DYNEGY 2,417.15
7025 CHURCH STREET Garage Total 2,417.15

7036 2008B BOND SHERMAN GARAGE
84005 DYNEGY
UTILITIES-DYNEGY 6,536.05
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65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
   DOME LIGHTS 48.10
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   HINGE DOOR CABS 266.40
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   LIGHT DOMES 45.90
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
   PIPE SHIELD 113.70
65060 RUSH TRUCK CENTERS OF ILLINOIS, INC
   SENSORS 148.80
65060 AMERICAN MARINA INC.
   INSTALLATION OF NEW MOTOR ON BOAT #431 6,205.00
65065 DUOLER TIRE & CAR CENTER
   TIRE ALIGNMENT VEHICLE #334 69.00
65065 WENTWORTH TIRE SERVICE
   2018 NEW TIRE PURCHASES 9,284.30
65065 WENTWORTH TIRE SERVICE
   ONE-YEAR RENEWAL ON TIRE SERVICE & RECAPING 2018 2,544.97
7710 MAJOR MAINTENANCE Total 143,772.51

600 FLEET SERVICES FUND Total 146,167.36

601 EQUIPMENT REPLACEMENT FUND

7780 VEHICLE REPLACEMENTS
   ROLLER RENTAL FOR 2018 SEASON 2,652.47
   EMERGENCY LIGHTING & PARTS 1 YEAR RENEWAL 205.23
7780 VEHICLE REPLACEMENTS Total 2,857.70

601 EQUIPMENT REPLACEMENT FUND Total 2,857.70

605 INSURANCE FUND

7800 RISK MANAGEMENT
   CHRISTY BROWN SETTLEMENT 4,400.00
   GRIEVANCE INVESTIGATION 8,693.15
   LÉGAL SERVICES 10,271.98
   ARCS 6,447.41
   CALDOWELL V COE 4,130.25
   CROSBY V COE 1,842.80
   GENERAL MATTERS 256.50
   WILSON V COE 6,029.40
   JAMES PARK 867,511.73
   TEMPORARY LEGAL SERVICES 456.00
7800 RISK MANAGEMENT Total 911,997.22

7801 EMPLOYEE BENEFITS
   SENIORS CHOICE MONTHLY BILLING 1,723.21
7801 EMPLOYEE BENEFITS Total 1,723.21

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PREPARED BY ___________________________ DATE ___________________________

REVIEWS BY ___________________________ DATE ___________________________

APPROVED BY ___________________________ DATE ___________________________
Memorandum

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

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

Subject: School District 202 Salt Agreement 2018/19

Date: September 25, 2018

Recommended Action:
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.

Livability Benefits:
Reduce Environmental Impact: Reduce Material Waste

Summary:
The City of Evanston has been selling rock salt to the school district for many years for the purpose of deicing their driveways, roadways, and parking lots. District 202 does not have sufficient indoor storage capacity to house the 300 tons of salt they use each year. The City takes into consideration the quantity of salt that the school districts will use when placing the master salt order each year.

The price includes a 10% administration fee which covers expenses related to loading, record keeping and procurement. Future years’ pricing will be dependent on the City’s purchase price.

Attachments:
Letter of Agreement with District 202
City of Evanston- Evanston Township High School District 202
Letter Agreement for Road Salt (Sodium Chloride) Procurement

Evanston Township High School District 202 (hereinafter referred to as "D202") has been procuring road salt from City of Evanston (hereinafter referred to as "City") for many year for the purpose of deicing D202 driveways, roadways, and parking lots. The City has historically taken into consideration D202’s salt requirements when determining the amount of salt to purchase each year. This letter of agreement formalizes the long-standing arrangement for salt procurement between the City and D202.

1. **Ordering:** The City is solely responsible for ordering all salt with its awarded supplier.

2. **Record-Keeping:** The City will maintain records of all transactions between the City and D202.

3. **Salt Pick-up:** D202 shall pick up salt at the City’s salt dome location at 2020 Asbury Avenue, Evanston, IL. D202 must provide City with a 12-hour advance notice prior to picking up salt. The City’s loader operator stationed at the dome will load D202 salt hopper. If no operator is on site, D202 must contact Streets Division Offices for loading.

4. **Pricing:** The salt price under this agreement is at the City’s purchase price of the salt plus 10% administration and handling fee that covers expenses related to loading, record keeping, procurement, etc. No cost is transferred for the storage of salt.

5. **Payments:** Payment is due in 30 days of invoicing or late fee (s) may be assessed. Invoices must be returned with payment.

6. **Amount:** D202 is authorized to purchase up to 300 tons of road salt for the term of this agreement. However, the City reserves the right to reduce this amount for any reason with one weeks’ notice.

7. **Indemnity:** D202 shall defend and hold harmless the City and its elected officials, assignees, officers, directors, employees, agents, and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind of nature, imposed on, incurred by or asserted against the City, its successors, assignees, officers, directors, employees, agents and servants, in any way relating to or arising out of the terms of this agreement.

8. **Term:** The term of this agreement is from November 15, 2018 to April 15, 2021.

9. **Termination:** This Agreement cannot be terminated without cause by either party during the stated term of the Agreement. A party can only terminate the Agreement upon 30 days written notice if the other party is in breach of the Agreement.

Authorized Signature
Evanston Township High School District 202

Mr. Wally Bobkiewicz
City Manager
City of Evanston

Date

Date
Memorandum

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

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

Subject: School District 65 Salt Agreement 2018/21

Date: September 25, 2018

Recommended Action:
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.

Livability Benefits:
Reduce Environmental Impact: Reduce Material Waste

Summary:
The City of Evanston has been selling rock salt to the school district for many years for the purpose of deicing their driveways, roadways, and parking lots. District 65 does not have sufficient indoor storage capacity to house the 300 tons of salt they use each year. The City takes into consideration the quantity of salt that the school districts will use when placing the master salt order each year.

The price includes a 10% administration fee which covers expenses related to loading, record keeping and procurement. Future years’ pricing will be dependent on the City’s purchase price.

Attachments:
Letter of Agreement with District 65
City of Evanston - Evanston School District 65
Letter Agreement for Road Salt (Sodium Chloride) Procurement

Evanston School District 65 (hereinafter referred to as "D65") has been procuring road salt from City of Evanston (hereinafter referred to as "City") for many years for the purpose of deicing D65 driveways, roadways, and parking lots. The City has historically taken into consideration D65's salt requirements when determining the amount of salt to purchase each year. This letter of agreement formalizes the long-standing arrangement for salt procurement between the City and D65.

1. **Ordering:** The City is solely responsible for ordering all salt with its awarded supplier.

2. **Record-Keeping:** The City will maintain records of all transactions between the City and D65.

3. **Salt Pick-up:** D65 shall pick up salt at the City's salt dome location at 2020 Asbury Avenue, Evanston, IL. D65 must provide City with a 12-hour advance notice prior to picking up salt. The City's loader operator stationed at the dome will load D65 salt hopper. If no operator is on site, D65 must contact Streets Division Offices for loading.

4. **Pricing:** The salt price under this agreement is at the City's purchase price of the salt plus a 10% administration and handling fee that covers expenses related to loading, record keeping, procurement, etc. No cost is transferred for storage of salt.

5. **Payments:** Payment is due in 30 days of invoicing or late fee (s) may be assessed. Invoices must be returned with payment.

6. **Amount:** D65 is authorized to purchase up to 300 tons of road salt for the term of this agreement. However, the City reserves the right to reduce this amount for any reason with one weeks' notice.

7. **Indemnity:** D65 shall defend and hold harmless the City and its elected officials, assignees, officers, directors, employees, agents, and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind of nature, imposed on, incurred by or asserted against the City, its successors, assignees, officers, directors, employees, agents and servants, in any way relating to or arising out of the terms of this agreement.

8. **Term:** The term of this agreement is from November 15, 2018 to April 15, 2021.

9. **Termination:** This Agreement cannot be terminated without cause by either party during the stated term of the Agreement. A party can only terminate the Agreement upon 30 days written notice if the other party is in breach of the Agreement.

Authorized Signature  
Evanston School District 65  

11/9/2018  

Date

Mr. Wally Bobkiewicz  
City Manager  
City of Evanston  

Date
Memorandum

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

From: David D. Stoneback, Public Works Agency Director
      Darrell A. King, Water Production Bureau Chief

Subject: Approval of Contracts for Water Treatment Chemicals for Use in FY 2019
         (Bid 18-44)

Date: November 12, 2018

Recommended Action:
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 Source:
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.

Livability Benefits:
Built Environment: Manage water resources responsibly
Health & Safety: Improve health outcomes.

Summary:
Bid specifications 18-44 were prepared for the purchase of water treatment chemicals
needed during FY2019. The bid for water treatment chemicals was advertised in the
Pioneer Press and on Demandstar. Bids were opened and publicly read on October 02,
2018. The bid specifications provide for a one year contract with selected vendors.
Five different chemicals are primarily used in the Evanston water treatment process. Chlorine is used as a disinfectant, alum and polymer are used as coagulants, fluoride is added to help prevent tooth decay, and a blended polyphosphate is added to coat the interior of pipes to reduce the amount of lead and copper from leaching into the water.

Staff has reviewed the chemical bids received on October 02, 2018. Attached is a tabulation of the bid responses. Staff recommends acceptance of all of the apparent low bids as responsive and responsible for alum, chlorine, fluoride, polymer and blended phosphate and award of the contracts as indicated.

**CHEMICAL: Alum**

Below is a summary of the bid results obtained on October 02, 2018 from Bid 18-44 for supplying alum during FY 2019.

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<thead>
<tr>
<th>Vendor</th>
<th>Unit Price per ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexander Chemical Corporation</td>
<td>$278.40</td>
</tr>
<tr>
<td>USALCO LLC</td>
<td>$324.57</td>
</tr>
<tr>
<td>Chemtrade Chemicals</td>
<td>$430.00</td>
</tr>
</tbody>
</table>

**CHEMICAL: Chlorine**

Below is a summary of the bid results obtained on October 02, 2018 from Bid 18-44 for supplying chlorine during FY 2019. Please note that chlorine is supplied in both ton cylinders (in a price per ton) and in 150 pound cylinders (in a price per cylinder).

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Unit Price per ton (ton cylinder)</th>
<th>Unit Price per 150# cylinder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexander Chemical Corporation</td>
<td>$432.00</td>
<td>$54.45</td>
</tr>
<tr>
<td>JCI Jones Chemicals Inc.</td>
<td>$700.00</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

**CHEMICAL: Fluoride**

Below is a summary of the bid results obtained on October 02, 2018 from bid 18-44 for supplying HFS acid (fluoride) during FY 2019.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Unit Price per ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pencco, Inc.</td>
<td>$333.00</td>
</tr>
<tr>
<td>Alexander Chemical Corporation</td>
<td>$352.00</td>
</tr>
<tr>
<td>Univar</td>
<td>$370.00</td>
</tr>
<tr>
<td>Mosaic Global Sales, LLC</td>
<td>$415.00</td>
</tr>
</tbody>
</table>
CHEMICAL: Polymer
Below is a summary of the bid results obtained on October 02, 2018 from bid 18-44 for
supplying polymer during FY 2019.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Unit Price per ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polydyne Inc.</td>
<td>$1,080.00</td>
</tr>
</tbody>
</table>

CHEMICAL: Blended polyphosphate
Below is a summary of the bid results obtained on October 02, 2018 from bid 18-44 for
supplying blended phosphate during FY 2019.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Unit Price per gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carus Group Inc.</td>
<td>$4.480</td>
</tr>
<tr>
<td>Shannon Chemical</td>
<td>$5.77</td>
</tr>
</tbody>
</table>

Account 510.40.4220.65015 provides funding for the purchase of water treatment
chemicals except for the blended phosphate. This account has a proposed budget
allocation of $525,500 in FY 2019. The contracts to supply the estimated quantity of
alum, chlorine, HFS acid and polymer will utilize $403,779.60 of this budget allocation
as indicated below.

<table>
<thead>
<tr>
<th>Chemical</th>
<th>Unit Price</th>
<th>Est. Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alum</td>
<td>$278.40</td>
<td>600 tons</td>
<td>$167,040.00</td>
</tr>
<tr>
<td>Chlorine (1-ton cyl)</td>
<td>$432.00</td>
<td>132 tons</td>
<td>$57,024.00</td>
</tr>
<tr>
<td>Chlorine (150# cyl)</td>
<td>$54.45</td>
<td>8 cylinders</td>
<td>$435.60</td>
</tr>
<tr>
<td>HFS acid</td>
<td>$333.00</td>
<td>360 tons</td>
<td>$119,880.00</td>
</tr>
<tr>
<td>Polymer</td>
<td>$1,080.00</td>
<td>55 tons</td>
<td>$59,400.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$403,779.60</td>
</tr>
</tbody>
</table>

Since a portion of the cost for blended phosphate is reimbursed by the Northwest Water
Commission, a separate account (510.40.4220.65030) was established for purchasing
this product. Account 510.40.4220.65030 has a proposed FY 2019 budget allocation of
$114,100.00 and is augmented by revenues paid by the Northwest Water Commission,
which is estimated at $53,344.00 for FY 2019. Total funding available for this purchase
is $167,444.00.

<table>
<thead>
<tr>
<th>Chemical</th>
<th>Unit Price</th>
<th>Est. Quantity</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blended PolyPhosphate</td>
<td>$4.480</td>
<td>30,000 gallons</td>
<td>$134,400.00</td>
</tr>
</tbody>
</table>
The table below summarizes the costs and the percent change from FY2018 to FY2019 is shown below.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquid Alum ($/ton)</td>
<td>$447.28</td>
<td>$447.28</td>
<td>$346.15</td>
<td>$275.00</td>
<td>$282.00</td>
<td>$278.40</td>
<td>-1.28%</td>
</tr>
<tr>
<td>Chlorine ($/ton)</td>
<td>$365.00</td>
<td>$318.00</td>
<td>$316.00</td>
<td>$298.00</td>
<td>$334.00</td>
<td>$432.00</td>
<td>29.34%</td>
</tr>
<tr>
<td>Chlorine ($/150#)</td>
<td>$79.00</td>
<td>$52.00</td>
<td>$50.50</td>
<td>$44.00</td>
<td>$49.50</td>
<td>$54.45</td>
<td>10.0%</td>
</tr>
<tr>
<td>HFS Acid (fluoride) ($/ton)</td>
<td>$519.00</td>
<td>$443.37</td>
<td>$412.00</td>
<td>$358.00</td>
<td>$302.00</td>
<td>$333.00</td>
<td>10.26%</td>
</tr>
<tr>
<td>Polymer ($/ton)</td>
<td>$538.00</td>
<td>$578.00</td>
<td>$480.00</td>
<td>$596.00</td>
<td>$730.00</td>
<td>$1,080.00</td>
<td>47.95%</td>
</tr>
<tr>
<td>Phosphate ($/gallon)</td>
<td>$4.48</td>
<td>$4.35</td>
<td>$4.27</td>
<td>$4.1216</td>
<td>$4.032</td>
<td>$4.480</td>
<td>11.11%</td>
</tr>
</tbody>
</table>

Legislative History:
Water Treatment Chemicals bid is performed annually and was last approved by City Council on November 27, 2017

Attachments:
Bid Tabulation 18-44
# BID TABULATION

**BID # 18-44 WATER TREATMENT CHEMICALS**  
Bid Opening: October 02, 2018

## Group A - Aluminum Sulfate

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City/State</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid</th>
<th>Total Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexander Chemical Corp</td>
<td>Peru, IL</td>
<td>600</td>
<td>ton</td>
<td>$278.40</td>
<td>$167,040.00</td>
</tr>
<tr>
<td>USALCO LLC</td>
<td>Baltimore, MD</td>
<td>600</td>
<td>ton</td>
<td>$324.57</td>
<td>$194,742.00</td>
</tr>
<tr>
<td>Chemtrade Chemicals</td>
<td>Parsippany, NJ</td>
<td>600</td>
<td>ton</td>
<td>$430.00</td>
<td>$258,000.00</td>
</tr>
</tbody>
</table>

## Group B - Liquid Chlorine

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City/State</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid</th>
<th>Total Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexander Chemical Corp</td>
<td>Peru, IL</td>
<td>132</td>
<td>ton</td>
<td>$432.00</td>
<td>$57,024.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8</td>
<td>150#</td>
<td>$54.45</td>
<td>$435.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL $57,459.60</td>
</tr>
<tr>
<td>JCI Jones Chemicals Inc</td>
<td>Beech Grove, IN</td>
<td>132</td>
<td>ton</td>
<td>$700.00</td>
<td>$92,400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8</td>
<td>150#</td>
<td>$80.00</td>
<td>$640.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL $93,040.00</td>
</tr>
</tbody>
</table>

## Group C - HFS Acid

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City/State</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid</th>
<th>Total Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pencco, Inc.</td>
<td>Sealy, TX</td>
<td>360</td>
<td>ton</td>
<td>$333.00</td>
<td>$119,880.00</td>
</tr>
<tr>
<td>Alexander Chemical Corp</td>
<td>Peru, IL</td>
<td>360</td>
<td>ton</td>
<td>$352.00</td>
<td>$126,720.00</td>
</tr>
<tr>
<td>Univar USA</td>
<td>Kent, WA</td>
<td>360</td>
<td>ton</td>
<td>$370.00</td>
<td>$133,200.00</td>
</tr>
<tr>
<td>Mosaic Global Sales, LLC</td>
<td>Lithia, FL</td>
<td>360</td>
<td>ton</td>
<td>$415.00</td>
<td>$149,400.00</td>
</tr>
</tbody>
</table>

## Group D - Polymer

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City/State</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid</th>
<th>Total Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polydyne, Inc.</td>
<td>Riceboro GA</td>
<td>55</td>
<td>tons</td>
<td>$1,080.00</td>
<td>$59,400.00</td>
</tr>
</tbody>
</table>

## Group E - Blended Polyphosphate

<table>
<thead>
<tr>
<th>Vendor</th>
<th>City/State</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid</th>
<th>Total Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carus Group Inc</td>
<td>Peru, IL</td>
<td>30,000</td>
<td>gallons</td>
<td>$4.480</td>
<td>$134,400.00</td>
</tr>
<tr>
<td>Shannon Chemical</td>
<td>Exton, PA</td>
<td>30,000</td>
<td>gallons</td>
<td>$5.77</td>
<td>$173,100.00</td>
</tr>
</tbody>
</table>
Memorandum

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

From: David D. Stoneback, Public Works Agency Director
      Darrell A. King, Water Production Bureau Chief

Subject: Approval for the purchase of a Directional Drilling Machine (Bid 18-45)

Date: November 12, 2018

Recommended Action:
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 Source:
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.

Livability Benefits:
Built Environment: Manage water resources responsibly
Health & Safety: Improve health outcomes.
Climate & Energy: Reduce material waste

Summary:
Horizontal directional drilling (HDD) is a form of trenchless boring. HDD involves installing a cable or pipe through a drilled path. This underground drilling is popular because it’s safe, efficient, and cost-effective. HDD can be utilized in applications that require going under roads, buildings, and waterways. It’s for this reason that HDD can be more cost-effective than open cut trenching. When open cut trenching is utilized, the project may take longer as well as impact the area and adjacent property owners longer due to extensive restorations (both landscape and roadway repairs) that usually requires additional time and money. HDD can install water service pipes without impacting the surrounding area. It’s for this reason that HDD is the current industry standard compared to open cut trenching.
The Public Works Agency manages operation, maintenance, and repair of Evanston’s drinking water distribution assets (water mains, valves, fire hydrants, and the City’s portion of water service pipes). This includes repairing water main breaks and water service leaks to improve the operation and efficiency of Evanston’s water distribution system. Evanston’s water distribution system consists of 155.33 miles of water main. The vast majority of Evanston’s water mains and services are 80 to greater than 100 years old.

The water service pipe connects your home to the City’s water main. The City owns the portion of the pipe between the water main and the shutoff valve located in the parkway. The property owner is responsible for the pipe between the shutoff valve and the house. In homes built prior to 1960, the service line was constructed of lead pipe. Between 1960 and 1980 plumbers began using copper rather than lead, but some lead pipe was still installed. The service pipe to homes built after 1980 were constructed of copper. There are a total of 14,597 water services in Evanston. As new water mains are installed, the City replaces their portion of the water service with copper pipe. Based on our records, we estimate that 8,109 (or 56%) of the city’s portion of water services are still constructed of lead pipe. Only a few residents have replaced their portion of the water service and we estimate that 13,463 (92%) of the private portion of the water services are still constructed of lead pipe.

The City offers a voluntary lead service line replacement program where the City will share the cost of replacing a lead service line with property owners. Under this program, the property owner must replace the portion of the water service from their home to the valve located in the parkway at their own expense. Once this work is completed, the City will replace the portion of the water service from the parkway to the water main located in the street at no expense to the property owner.

Financial Analysis:
The following table provides a breakdown of historical in-house water service installations, repairs and costs:

<table>
<thead>
<tr>
<th>Installation &amp; Maintenance</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>*New Services Installed</td>
<td>2</td>
<td>19</td>
<td>13</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>**Service Leaks Repaired</td>
<td>34</td>
<td>36</td>
<td>22</td>
<td>21</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>36</td>
<td>55</td>
<td>35</td>
<td>24</td>
<td>19</td>
</tr>
<tr>
<td>5 Year Install/Repair Average</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>33.8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Breakdown of In-House Maintenance Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Services</td>
</tr>
</tbody>
</table>

*indicates a service pipe was installed where it previously did not exist.
**indicates where an existing service pipe was leaking and replaced with a new service pipe.
Water service pipes can be considered either short or long side based on which side of the street the water main is located. A water service pipe is considered on the short side if the property is located on the same side of the street as the water main. A water service pipe is considered on the long side if the property is located on the opposite side of the street as the water main. The following table represents a cost comparison of short side versus long side water service pipe installations/repairs as well as a historical summary of long side installations:

### Short Side Water Service vs. Long Side Water Service Cost Comparison

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Labor Cost</th>
<th>Equipment Cost</th>
<th>Restoration Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Short Side</td>
<td>$945.00</td>
<td>$1,046.00</td>
<td>$335.00</td>
<td>$2,326.00</td>
</tr>
<tr>
<td>Long Side w/o HDD</td>
<td>$2,048.00</td>
<td>$2,217.00</td>
<td>$1,340.00</td>
<td>$5,604.00</td>
</tr>
<tr>
<td>Long Side w/HDD</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
<td>$335.00</td>
<td>$2,535.00</td>
</tr>
<tr>
<td>Long Side w/HDD Cost Savings per install/repair</td>
<td>$948.00</td>
<td>$1,117.00</td>
<td>$1,005.00</td>
<td>$3,069.00</td>
</tr>
</tbody>
</table>

### Historical Long Side Water Service Installations

<table>
<thead>
<tr>
<th>Year</th>
<th>Installations</th>
<th>Estimated cost w/o HDD</th>
<th>Estimated cost w/HDD</th>
<th>Estimated cost savings w/HDD</th>
<th>% Change w/HDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>1</td>
<td>$5,604.00</td>
<td>$2,535.00</td>
<td>$3,069.00</td>
<td></td>
</tr>
<tr>
<td><strong>2016</strong></td>
<td>7</td>
<td>$39,228.00</td>
<td>$17,745.00</td>
<td>$21,483.00</td>
<td>-54.76</td>
</tr>
<tr>
<td>2017</td>
<td>9</td>
<td>$50,436.00</td>
<td>$22,815.00</td>
<td>$27,621.00</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>6</td>
<td>$33,624.00</td>
<td>$15,210.00</td>
<td>$18,414.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>23</td>
<td>$128,892.00</td>
<td>$58,305.00</td>
<td>$70,587.00</td>
<td></td>
</tr>
</tbody>
</table>

*Short side service installation/repair would be the same with or without the HDD.
Both short and long side water service installations represent City owned portion only.
**Voluntary Lead Service Line Replacement Program started in 2016.

PWA anticipates increasing the number of long side water service installations in the coming years in conjunction with the City of Evanston’s Voluntary Lead Service Line Replacement Program and normal water repair events. As demonstrated above significant cost savings will occur as a result of utilizing the HDD equipment.
Bid 18-45 was advertised on Demandstar, the Pioneer Press and directly emailed to three potential bidders. Bids for the project were due on Tuesday October 2, 2018. One bid was received:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vermeer Midwest Inc.</td>
<td>Aurora IL 60502</td>
<td>$99,939.00</td>
</tr>
</tbody>
</table>
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
      Paul Moyano, Senior Project Manager

Subject: Clearwell 9 (Treated Water Storage) Replacement Project
         Approval of Construction Contract (Bid 18-30)

Date: November 1, 2018

Recommended Action:
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).

Funding Source:
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.

Livability Benefits:
Built Environment: Manage water resources responsibly
Climate & Energy: Improve energy and water efficiency
Health & Safety: Enhance Resiliency to natural and human hazards
Background:
The scope of work for this project includes the dismantling and reconstruction of a five million gallon reservoir at the Evanston Water Treatment Plant, and associated structural, electrical, civil, and mechanical works. The reservoir is within an easement from Northwestern University, located across the street from the Water Treatment Plant, as shown on the attached location map. The contract period is 730 calendar days.

This project is anticipated to receive a loan from the IEPA State Revolving Fund. The IEPA has approved the Project Plan and Financial Application as part of the overall loan application process. In order to comply with the IEPA loan program rules, this project was bid with three modifications from the standard City contracts:

1. The Contractor must demonstrate good faith efforts to meet State of Illinois established Disadvantaged Business Enterprise (DBE) utilization goals (5% for MBEs and 12% for WBEs).
2. The Contractor must pay wages not less than those prevailing under the Federal Davis-Bacon Wage Act.
3. Compliance with the Local Employment Program Ordinance was not required, as the IEPA loan program does not allow a local hiring preference.

An additional departure from Evanston’s standard procedure is a two-step contract award process. At this juncture, the City Manager can issue a Notice of Intent to Award to the lowest responsive and responsible bidder. IEPA will then review the bid package and provide a formal loan offer to Evanston if all criteria have been met and sufficient funding is still available. Upon receipt of the formal loan offer from IEPA, the City Manager may then execute a contract with the low bidder.

Discussion:
This contract was advertised on Demandstar and in the Chicago Tribune. Bids for the subject project were opened and publicly read on Tuesday, October 30, 2018. A total of two bids were received as summarized below, and includes option bid items for extended warranties and spare parts. A detailed bid tabulation is attached as part of the Bid Review for reference.

Contractor Information:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thieneman Construction, Inc.</td>
<td>17219 Foundation Parkway, Westfield, IN 46074</td>
<td>$19,213,700.00</td>
</tr>
<tr>
<td>Joseph J. Henderson &amp; Sons, Inc.</td>
<td>4288 Old Grand Avenue, Gurnee, IL 60031</td>
<td>$23,311,775.00</td>
</tr>
</tbody>
</table>

*Note: The above prices are the total of the base bid and optional bid items.*

The submitted bids cannot be withdrawn or canceled for a period of 120 calendar days following the bid opening, or until February 27, 2019. The bids were reviewed by Paul Moyano, Senior Project Manager, and CDM Smith, the design engineer for the project. A copy of CDM’s bid review is attached for reference.
Thieneman Construction, Inc. completed the Water Plant Reliability Project in 2017 and performed satisfactorily. CDM Smith is also familiar with Thieneman’s work on multiple water treatment plant projects over the past 10 years and has positive feedback on their technical work.

Staff recommends issuance of a Notice of Intent to Award a contract to Thieneman Construction, Inc., in the amount of $19,213,700.00. When the IEPA provides the loan funding for this project, the contract will be executed.

**IEPA Loan Program Documentation:**
IEPA cannot guarantee the loan until the City completes the loan application. In order to complete the loan application, the City must submit:

- A copy of Council Meeting minutes authorizing the City Manager to award the contract contingent upon receipt of IEPA funding.
- A copy of the bid package submitted by Thieneman Construction, Inc. including all required certification forms and demonstrating compliance with State DBE requirements.

Thieneman Construction, Inc. included all forms and certifications required by IEPA as part of their bid package. They also complied with the City of Evanston’s requirements including submittal of a 5% bid bond. They appear to meet the requirements of the IEPA DBE program, although the IEPA will complete a final review prior to their formal loan offer.

**Legislative History:**
On January 1, 2017, the City Council approved the Engineering Services Agreement with CDM Smith for Treated Water Storage Replacement Project (RFP 15-55).

On September 20, 2018 the City Council approved a Reservoir Easement Agreement with Northwestern University.

**Attachments:**
Location Map
Review of Bids for Clearwell 9 Replacement Project (Bid 18-30), CDM Smith, October 31, 2018
October 31, 2018

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

Subject: Review of Bids for Clearwell 9 Replacement Project (Bid Number 18-30)

Dear Mr. Moyano:

On October 30, 2018 the City of Evanston received two bid submissions for the Clearwell 9 Replacement Project (Bid Number 18-30). A tabulation of the bid results is attached to this correspondence. Of these bid submissions, Thieneman Construction Inc. was the apparent low bidder.

CDM has reviewed the bid package submitted by Thieneman Construction Inc. and has found no irregularities. This bid package included the required bid bond in the required amount of five (5) percent of the bid value. This bid package also included each of the following attachments, labeled as required for submission with Bid:

- Disclosure of Ownership Interests (Section 00 30 10)
- Certification of Bidder Regarding Equal Employment Opportunity (Section 00 30 20)
- Additional Information Sheet (Section 00 30 40)
- Major Subcontractor Listing (Section 00 30 50)
- Conflict of Interest Form (Section 00 30 60)
- Signature Form (Section 00 30 70)
- Contractor Services Agreement Acknowledgement Form (Section 00 52 01)
- U.S. Environmental Protection Agency Certification of Nonsegregated Facilities (Section 00 66 60)
- Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment Form (Section 00 67 00)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 00 67 50)
- Bidder Certification Regarding Compliance with Article 33E-11 “Criminal Code of 2012” (Section 00 68 50)
Review of Bids for Clearwell 9 Replacement Project
October 31, 2018
Page 2

- Specification for Disadvantaged Business Enterprise Participation (Section 00 69 00)
- Bidder Certification Regarding Use of American Iron and Steel Products (Section 00 69 50)

Based upon our evaluation, we find Thieneman Construction Inc. to be the lowest responsible and eligible bidder capable of performing the Work.

Please let us know if you have any questions.

Very truly yours,

[Signature]
Mark C. White, P.E., BCCE
Project Manager
CDM Smith Inc.

Attachments: Bid Tabulations (Base Bid and Optional Bid Items)
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Bidder Name</th>
<th>No. 1</th>
<th>No. 2</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Lump Sum Price for All Project Work</td>
<td>Lump Sum</td>
<td>Joseph J. Henderson &amp; Son, Inc.</td>
<td>$22,400,000.00</td>
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<td><strong>TOTAL OF BID</strong></td>
<td><strong>$23,300,000.00</strong></td>
<td><strong>$19,194,000.00</strong></td>
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CITY OF EVANSTON - CLEARWELL 9 REPLACEMENT PROJECT: BID NUMBER 18-30
BID TABULATION - Optional Bid Items
OCTOBER 30, 2018

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<tr>
<th>Item</th>
<th>Description</th>
<th>Bidder Name</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>26 29 23 Medium Voltage Adjustable Speed Drives</td>
<td>Joseph J. Henderson &amp; Son, Inc.</td>
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<td>23 00 00 HVAC – General Provisions</td>
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<td>23 09 13 Electric Automatic Temperature Control System</td>
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<tr>
<td>23 31 00 Ductwork and Accessories</td>
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<tr>
<td>23 34 00 Fans</td>
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<tr>
<td>23 73 01 Air Handling Units</td>
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<td>26 17 50 Local Control Panels</td>
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<td>40 67 00 Control Panel Enclosures and Panel Equipment</td>
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<tr>
<td>40 91 40 Instruments</td>
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<tr>
<td>43 21 39 Submersible High Service Pump</td>
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Optional Bid One (1): Extended Warranties

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<th>Extended Price</th>
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<td>43 21 39 Submersible High Service Pump</td>
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Optional Bid Two (2): Spare Parts

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<tr>
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<td>$3,000.00</td>
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<tr>
<td>43 21 39 Submersible High Service Pump</td>
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</tbody>
</table>

TOTAL LUMP SUM OF ALL LISTED SPARE PARTS

<p>| | | |</p>
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<td>$19,700.00</td>
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Memorandum

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

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

Subject: Treated Water Storage Replacement Project
         Engineering Services (15-55)
         Approval of Change Order No. 4

Date: October 31, 2018

Recommended Action:
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.

Funding Source:
Funding will be from the Water Fund, Capital Improvement Account 513.71.7330.62145-733107, which has an FY 2019 budget allocation of $300,000.

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

Livability Benefits:
Built Environment: Manage water resources responsibly
Climate & Energy: Improve energy and water efficiency
Health and Safety: Enhance resiliency to natural and human hazards
Background:
On January 11, 2016, the City Council awarded the engineering services for the treated water storage replacement to CDM Smith. Currently, CDM Smith is working to finalize bid documents and will assist on during bidding. The existing treated water storage tank is located beneath a Northwestern University (NU) parking lot at the southwest corner of Lincoln Street and Campus Drive. The City has been coordinating closely with NU throughout design.

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

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

On September 27, 2018, the City Council approved the third change order to the CDM contract for additional engineering required to meet requirements of the property easement with NU. This contract raised the contract amount to $1,350,770.00.

Analysis:
This change order is to extend the completion date of the engineering services to reflect the anticipated schedule and closeout activities of the construction contract. This Change Order does not include a change to the contract price.

Legislative History:
City Council awarded the contract to CDM Smith on January 11, 2016.
City Council authorized Change Order #1 on January 23, 2017.
City Council authorized Change Order #2 on July 10, 2018.
City Council authorized Change Order #3 on September 27, 2018.

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

<table>
<thead>
<tr>
<th>Order No.</th>
<th>004</th>
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<tbody>
<tr>
<td>Date:</td>
<td>November 15, 2018</td>
</tr>
<tr>
<td>Agreement Date:</td>
<td>January 14, 2016</td>
</tr>
</tbody>
</table>

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

---  

The following changes are hereby made to the AGREEMENT:  

Extension of the completion date to reflect the current construction schedule and close-out activities.  

---  

**Original CONTRACT PRICE:** $1,174,685.00  
**Current CONTRACT PRICE adjusted by previous CHANGE ORDERS:** $1,350,770.00  
**Total change in CONTRACT PRICE for this CHANGE ORDER 004:** $0.00  
**The CONTRACT PRICE including this CHANGE ORDER will be:** $1,350,770.00  

**Original COMPLETION DATE:** May 31, 2018  
**Current COMPLETION DATE adjusted by previous CHANGE ORDERS:** December 31, 2018  
**Total Change in CONTRACT TIME for this CHANGE ORDER:** 821 days  
**The COMPLETION DATE including this CHANGE ORDER will be:** March 31, 2021  

---  

Accepted by  
(Contractor): CDM Smith  
(date)  

Approved by  
(Owner): City of Evanston  
(date)
October 31, 2018

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

Subject: Request for Schedule Extension for the Treated Water Storage Replacement Project

Dear Mr. Moyano:

Per our discussions, we request that our agreement for the design and construction-phase services for the Treated Water Storage (aka Clearwell 9) Replacement Project be extended for a period of 821 days to reflect the current planned construction schedule and anticipated close-out activities.

Please let us know if you have any questions.

Very truly yours,

Mark C. White, P.E., BCEC
Project Manager
CDM Smith Inc.
For City Council meeting of November 12, 2018  
Item A8  
Business of the City by Motion: C.O. 1- Service Center Parking Deck Restoration  
For Action

Memorandum

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

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

Subject: Service Center Parking Deck Restoration, Bid 18-02  
Change Order #1, Project Close-out

Date: November 12, 2018

Action:
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 Source:
Funding will be provided from the Capital Improvement Program (CIP) General Obligation Bonds (Account 415.40.4118.65515-617023).

Livability Benefits:
Built Environment: Promote diverse transportation modes  
Climate & Energy: Reduce material waste  
Health & Safety: Improve emergency prevention and response

Background Information:
On the morning of May 11, 2017, Forestry noticed large pieces of concrete had fallen from a beam supporting the parking deck above the Forestry storage bay at the Service Center’s parking structure. This event set in motion a project to assess the Service Center Parking deck, design solutions to the issues discovered during the assessment and to repair the building. This work has now been completed and this change order reconciles the quantities in the contract with the actual measured quantities provided by the contractor. Following is a list of the adjusted items:
<table>
<thead>
<tr>
<th>Contract Item</th>
<th>Add/Subtract</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inverted T Girder Ledge</td>
<td>Add</td>
<td>$1,607.00</td>
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<tr>
<td>2. Partial Depth – Topping 3”</td>
<td>Add</td>
<td>$10,252.26</td>
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<tr>
<td>3. Full Depth – 5”</td>
<td>Subtract</td>
<td>-$22,147.74</td>
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<tr>
<td>4. Overhead Repairs 2”</td>
<td>Subtract</td>
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<tr>
<td>5. Vertical Repairs</td>
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<tr>
<td>7. Dowels</td>
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<td>-$14,763.45</td>
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<td>8. Remove &amp; Replace Treads/Risers</td>
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<td>-$1,281.00</td>
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<tr>
<td>9. Remove &amp; Replace Drains</td>
<td>Subtract</td>
<td>-$3,800.00</td>
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<tr>
<td>10. Water Proof Membrane</td>
<td>Add</td>
<td>$4,715.92</td>
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<td>11. Wearing Course Water Proof Membrane</td>
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<td>-$2,378.20</td>
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<tr>
<td>12. Joint Sealant Replacement</td>
<td>Subtract</td>
<td>-$6,640.00</td>
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<td>13. Remove &amp; Replace Sealant Wall Joints</td>
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<td>14. Allowance</td>
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<td><strong>Total Change</strong></td>
<td><strong>-$67,576.77</strong></td>
</tr>
</tbody>
</table>

Since the project is complete, staff recommends approval of change order #1 which reduces the construction contract by $67,576.77.

**Legislative History:**

On June 12, 2017, City Council approved resolution 53-R-17, Authorizing City Manager to execute Payments for Emergency Structural Shoring for the Service Center Parking Structure.

On August 14, 2017, the City Council authorized City Manager to execute a contract for engineering services for design and construction documentation.

On February 26, 2018, City Council authorized City Manager to execute a contract for construction.

**Attachments:**
Change Order #01
## CITY OF EVANSTON
SERVIC E CENTER PARKING DECK RENOVATION
2020 ANSBEY
EVANSTON, IL
JOB 1804

MONSON NICHOLAS, INC.
714 NORTH YALE AVE.
VILLA PARK, IL 60181
630.941.8970

### INVOICE 1804.7
8/17/18

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<td>7 $ 11,249.00</td>
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|     | **COMED VAULT WORK**                                 | LS   | 1                  | $ 55,000.00|                | $ 55,000.00     |       |
|     | **MEADE ELECTRIC**                                   |      |                    |            |                | $ 55,000.00     |       |
|     | **MONSON NICHOLAS, INC. - MATERIAL & TRUCKING**      |      |                    |            |                | $ 55,000.00     |       |
|     | **ALLOWANCE - GENERAL**                              | LS   | 1                  | $ 50,000.00|                | $ 50,000.00     |       |
|     | **CREDIT TO ALLOWANCE - CO #1**                      | LS   | 1                  | $ 18,810.00|                | $ 18,810.00     |       |
|     | **CREDIT TO ALLOWANCE - CO #2**                      | LS   | 1                  | $ 19,155.00|                | $ 19,155.00     |       |
|     | **CREDIT TO ALLOWANCE - CO #3**                      | LS   | 1                  | $ 6,059.00 |                | $ 6,059.00      |       |
|     | **TOTAL**                                            |      |                    |            | $ 461,086.00   |                | $ 369,093.24 |

|     | **ALTERNATES**                                       |      |                    |            |                |                 |       |
|     | **R&R SEALANT WALL JOINTS**                          | LF   | 900                | $ 32.00    | $ 28,800.00    | 1938 $ 33,216.00|       |
|     | **COURSE-GRIT AGGREGATE WEARING COURSE**             | SF   | 15,000             | $ 0.98     | $ 11,250.00    | 15,000 $ 11,250.00|       |

|     | **CHANGE ORDERS**                                    |      |                    |            | $ 29,925.00    |                | $ 34,341.00 |

|     | **CLEAN AND PAINT CLIPS**                            | LS   | 1                  | $ 5,279.00 |                | 1 $ 5,279.00    |       |
|     | **ADD FOR STAIR CASE**                               | LS   | 1                  | $ 6,031.00 |                | 1 $ 6,031.00    |       |
|     | **MARK-UP FOR MEADE 15%**                            | LS   | 1                  | $ 7,500.00 |                | 1 $ 7,500.00    |       |
|     | **W.P. MEMBRANE**                                    | SF   | 360                | $ 18.85    | $ 6,786.00     | 360 $ 6,786.00  |       |
|     | **EPOXY INJECTION**                                  | EA   | 10                 | $ 202.90   | $ 2,029.00     | 10 $ 2,029.00   |       |
|     | **DRAIN REPLACEMENT**                                | EA   | 1                  | $ 2,389.00 |                | 1 $ 2,389.00    |       |
|     | **T&M WORK (LETTER 9/27/18)**                        | LS   | 1                  | $ 5,058.00 |                | 1 $ 5,058.00    |       |
|     | **TOTAL**                                            |      |                    |            | $ 35,063.00    |                | $ 35,063.00 |

|     | **TOTAL TO DATE**                                    |      |                    |            | $ 526,074.00   |                | $ 458,497.23 |
|     | **LESS 5% RETENTION**                                |      |                    |            |                | $ 22,576.00     |       |
|     | **LESS PREVIOUS BILLINGS**                           |      |                    |            |                | $ 420,132.02    |       |

**AMOUNT DUE THIS INVOICE** $ 38,355.21
APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO: 7 FINAL

OWN: CITY OF EVANSTON

PROJECT: 2020 ASBURY AVENUE

SERVICE CENTER PARKING DECK RESTORATION

EVANSTON, IL

GENERAL CONTRACTOR: MONSON NICHOLAS, INC.

VIA ARCHITECT: WJE

714 NORTH YALE AVE.

330 PFINGSTON ROAD

VILLA PARK, IL 60181

EVANSTON, IL 60201

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .......................................................... $ 526,074.00

2. Net Change by Change Orders ....................................................... $ (67,576.77)

3. CONTRACT SUM TO DATE (Line 1 + 2) ......................................... $ 458,497.23

4. TOTAL COMPLETED & STORED TO DATE .................................... $ 458,497.23

5. RETAINAGE:
   a. 0% of Completed Work ......................................................... $ -

5b. of Stored Material ................................................................. $ -

   (Column F on G703)

   Total Retainage (Line 5a + 5b or
   Total in Column I of G703) .................................................. $ -

6. TOTAL EARNED LESS RETAINAGE .............................................. $ 458,497.23

   (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 less prior Certificate) .................................................. $ (420,132.02)

8. CURRENT PAYMENT DUE ............................................................. $ 38,365.21

9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) ................................................................... $ -

   (Attach explanation if amount certified differs from the amount applied for. Initial all
   figures on this Application and on the Continuation Sheet that are changed to conform to
   the amount certified.)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising this application, the Architect certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated, the
quality of the Work is in accordance with the Contract Documents, and the Contractor is
entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ................................................................. $ ...

By: _______________________________ Date: 10/31/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor
named herein. Issuance, payment and acceptance of payment are without prejudice to any
rights of Owner or Contractor under this Contract.
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<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (NOT IN D OR E)</th>
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<td>$ (67,576.76)</td>
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**Totals:**

$ 458,497.23 $ 442,244.23 $ 16,253.00 - $ 458,497.23 100% - $ - -
STATE OF ILLINOIS  
COUNTY OF Dupage  

TO WHOM IT MAY CONCERN:  
WHEREAS the undersigned has been employed by City of Evanston  
to furnish Parking Deck Renovations  
for the premises known as City of Evanston  
of which City of Evanston is the owner.  

THE undersigned, for and in consideration of Thirty Eight Thousand Three Hundred Sixty Five and 21/100 Dollars ($38,365.21) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, hereafter furnished, or which may be furnished at anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*  

DATE October 31, 2018  

SIGNATURE AND TITLE:  
John J Findley, Vice President  

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.  

STATE OF ILLINOIS  
COUNTY OF Dupage  

TO WHOM IT MAY CONCERN:  
THE UNDERSIGNED, (NAME) John J Findley  
AND SAYS THAT HE OR SHE IS (POSITION) Vice President  
OF (COMPANY NAME) Monson Nicholas, Inc.  
WHO IS THE CONTRACTOR FURNISHING Parking Deck Renovations  
LOCATED AT City of Evanston, 2020 North Asbury, Evanston, IL 60201  
OWNED BY City of Evanston  

That the total amount of the contract including extras* is $458,497.23 on which he or she has received payment of $420,132.02 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due to or become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.  

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<th>NAMES AND ADDRESSES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE INCLDG EXTRAS</th>
<th>AMOUNT PAID</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
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<td>8,910.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>P.O. BOX 690</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>FREEPORT, IL 61032</td>
<td></td>
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<tr>
<td>K Three Welding Service, Inc.</td>
<td>Stair Tread and Risers</td>
<td>10,413.00</td>
<td>10,413.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>814 West 120th Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60643</td>
<td></td>
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<tr>
<td>Meade</td>
<td>ComEd Vault</td>
<td>50,000.00</td>
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<tr>
<td>9550 West 55th Street</td>
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<td></td>
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</tr>
<tr>
<td>McCook, IL 60525</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.</td>
<td></td>
<td>458,497.23</td>
<td>420,132.02</td>
<td>38,365.21</td>
<td>0.00</td>
</tr>
</tbody>
</table>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.  

DATE October 31st, 2018  

SIGNATURE:  
John J Findley, Vice President  

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF OCTOBER, 2018  

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.
The following changes are hereby made to the AGREEMENT:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Action</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inverted T Girder Ledge</td>
<td>Add</td>
<td>$1,607.00</td>
</tr>
<tr>
<td>2</td>
<td>PD – Topping 3&quot;</td>
<td>Add</td>
<td>$10,252.26</td>
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<tr>
<td>3</td>
<td>FD – 5&quot;</td>
<td>Subtract</td>
<td>-$22,147.74</td>
</tr>
<tr>
<td>4</td>
<td>OH Repairs 2&quot;</td>
<td>Subtract</td>
<td>-$42,252.31</td>
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<tr>
<td>5</td>
<td>Vert. Repairs</td>
<td>Add</td>
<td>$18,870.22</td>
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<tr>
<td>6</td>
<td>Epoxy Steel</td>
<td>Add</td>
<td>$761.54</td>
</tr>
<tr>
<td>7</td>
<td>Dowels</td>
<td>Subtract</td>
<td>-$14,763.45</td>
</tr>
<tr>
<td>8</td>
<td>R/R Treads/Risers</td>
<td>Subtract</td>
<td>-$1,281.00</td>
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<tr>
<td>9</td>
<td>R/R Drains</td>
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<td>-$3,800.00</td>
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<tr>
<td>10</td>
<td>W P. Membrane</td>
<td>Add</td>
<td>$4,715.92</td>
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<tr>
<td>11</td>
<td>Wearing Course W.P. Membrane</td>
<td>Subtract</td>
<td>-$2,378.20</td>
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<tr>
<td>12</td>
<td>Joint Sealant Replacement</td>
<td>Subtract</td>
<td>-$6,640.00</td>
</tr>
<tr>
<td>13</td>
<td>R/R Sealant Wall Joints</td>
<td>Add</td>
<td>$4,416.00</td>
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<tr>
<td>14</td>
<td>Allowance</td>
<td>Subtract</td>
<td>-$14,937.00</td>
</tr>
</tbody>
</table>

Total Change $ - 67,576.77

Change to CONTRACT PRICE: $ -67,576.77

Original CONTRACT PRICE: $ 526,074.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS $ 526,074.00
Total change in CONTRACT PRICE for this CHANGE ORDER $ -67,576.77
The CONTRACT PRICE including this CHANGE ORDER will be $ 458,497.23

Approved by (Owner): City of Evanston  
Accepted by (Contractor): Monson Nicholas inc.
**Illinois Department of Transportation**

**Job ID 1804: CITY OF EVANSTON - 2020 ASBURY AVE**

<table>
<thead>
<tr>
<th>Contractor or</th>
<th>Subcontractor &amp; No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Monson Nicholas, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>714 North Yale</td>
</tr>
<tr>
<td>Villa Park, IL 60181</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Route</th>
<th>Section</th>
<th>Payroll No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>For Week Ending 08/05/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County</th>
<th>Project No.</th>
<th>Contract No.</th>
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<td></td>
<td>Parking Deck Restoration</td>
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<td>Villa Park, IL 60181</td>
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<thead>
<tr>
<th>(1) Name, Address, Phone, Social Security Number</th>
<th>(2) OT St or</th>
<th>(3) OT St</th>
<th>(4) Hrs.</th>
<th>(5) Hrs. and Days Worked</th>
<th>(6) Total Hours</th>
<th>(7) Rate of Pay</th>
<th>(8) Amount Earned</th>
<th>(9) Total Earned</th>
<th>Federal WH Tax</th>
<th>FICA</th>
<th>State WH Tax</th>
<th>Other</th>
<th>Total Deduction</th>
<th>(11) Wages Paid for Week of</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>08/05</td>
<td>07/30</td>
<td>07/31</td>
<td>08/01</td>
<td>08/02</td>
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</tr>
</tbody>
</table>

Reviewed by: ____________________________  [X] No Work  □ Suspended  □ Completed

**NOTE:** A Certified copy of each weekly payroll must be submitted by the prime contractor and each subcontractor within seven (7) days of the regular payment date.

*See instruction page for codes to be entered*
Date 10/31/2018

I, Lisa A. Holmes __________________________ Office Manager

(Name of signatory party) __________________________ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by __________________________

Monson Nicholas, Inc. __________________________ on the CITY OF EVANSTON - 2020 ASBURY

(Contractor or Subcontractor) __________________________ (Building or Work)

_________________________ ; that during the payroll period commencing on the 07/30/2018

and ending on 08/05/2018 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Monson Nicholas, Inc. __________________________ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in

Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:

_________________________

(2) That any payrolls otherwise under the contract required to be submitted for the above

period are correct and complete; that the wage rates for laborers or mechanics contained

therein are not less than the applicable wage rates contained in any wage determination

incorporated into the contract, that the classifications set forth therein for each laborer or

mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are registered with the Bureau of

Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS,
FUNDS OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed
in the above referenced payroll, payments of fringe benefits are listed in the contract
have been or will be made to appropriate programs for the benefits of such employees,
except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as
indicated on the payroll, an amount not less than the sum of the applicable basic hourly
wage rate plus the amount of the required fringe benefits as listed in the contract,
except as noted in Section 4(c) below.

(c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

REMARKS

_________________________

NAME AND TITLE

Lisa A. Holmes
Office Manager

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT
THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.
SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED
STATE CODE.

_________________________

SIGNATURE

Lisa A. Holmes
# Payroll

**Illinois Department of Transportation**

**Job ID 1804:CITY OF EVANSTON - 2020 ASBURY AVE**

<table>
<thead>
<tr>
<th>(1) Name, Address, Phone, Social Security Number</th>
<th>(2)*</th>
<th>(3)*</th>
<th>(4)* OT or St</th>
<th>(5)* Hours and Days Worked</th>
<th>(6) Total Hours</th>
<th>(7) Rate of Pay</th>
<th>(8) Amount Earned</th>
<th>(9) Total Earned</th>
<th>(10) Deductions</th>
<th>(11) Wages Paid for Week of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Reviewed by: ___________________________  [X] No Work  [□] Suspended  [□] Completed

**NOTE:** A certified copy of each weekly payroll must be submitted by the prime contractor and each subcontractor within seven (7) days of the regular payment date.

* See instruction page for codes to be entered

---

SBE 48 (Rev. 8/05)  
(Replaces RE-48)
Date 10/31/2018

I, Lisa A. Holmes, Office Manager
(Name of signatory party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Monson Nicholas, Inc. (Contractor or Subcontractor) on the CITY OF EVANSTON - 2020 ASBURY
(Building or Work)

that during the payroll period commencing on the 08/06/2018
and ending on 08/12/2018 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
Monson Nicholas, Inc. (Contractor or Subcontractor) from the full
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under the contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits are listed in the contract have been or will be made to appropriate programs for the benefits of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
</tr>
</thead>
</table>

REMARKS

NAME AND TITLE
Lisa A. Holmes
Office Manager

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATE CODE.
### Illinois Department of Transportation

**Job ID 1804:** CITY OF EVANSTON - 2020 ASBURY AVE

<table>
<thead>
<tr>
<th>Contractor or □ Subcontractor &amp; No.</th>
<th>Route</th>
<th>Section</th>
<th>Payroll No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monson Nicholas, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Address</th>
<th>County</th>
<th>Project No.</th>
<th>Contract No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>714 North Yale, Villa Park, IL 60181</td>
<td></td>
<td>Parking Deck Restoration</td>
<td>18-02</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name, Address, Phone, Social Security Number</th>
<th>Hours and Days Worked</th>
<th>Total Hours</th>
<th>Rate of Pay</th>
<th>Amount Earned</th>
<th>Total Earned</th>
<th>Deductions</th>
<th>Federal WH Tax</th>
<th>FICA</th>
<th>State WH Tax</th>
<th>Other</th>
<th>Total Deduction</th>
<th>Wages Paid for Week</th>
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</thead>
<tbody>
<tr>
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<td>08/19 08/13 08/14 08/15 08/16 08/17 08/18</td>
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</tr>
</tbody>
</table>

- **Reviewed by:** [Signature]
- **No Work □ Suspended □ Completed**

**NOTE:** A Certified copy of each weekly payroll must be submitted by the prime contractor and each subcontractor within seven (7) days of the regular payment date.

* See instruction page for codes to be entered

---

160 of 658
Date 10/31/2018

1, Lisa A. Holmes, Office Manager

(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Monson Nicholas, Inc. (Contractor or Subcontractor) on the CITY OF EVANSTON - 2020 ASBURY

(Building or Work) ; that during the payroll period commencing on the 08/13/2018

and ending on 08/19/2018 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Monson Nicholas, Inc. (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under the contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits are listed in the contract have been or will be made to appropriate programs for the benefits of such employees, except as noted in Section 4(c) below.

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</tr>
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<td></td>
</tr>
</tbody>
</table>

REMARKS

NAME AND TITLE

Lisa A. Holmes

Office Manager

SIGNATURE

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<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antonio Carrera</td>
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<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount Eared</th>
<th>Total Earnings</th>
<th>Remarks</th>
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<td>2.00</td>
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<td>30.00</td>
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<td>08/23</td>
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* See instruction page for codes to be entered

SBE 48 (Rev. 8/05)
(Replaces RE-48)
Date 10/31/2018

(1) That I pay or supervise the payment of the persons employed by ________________

Monson Nicholas, Inc. __________________________ on the CITY OF EVANSTON - 2020 ASBURY

_________________________ (Contractor or Subcontractor) __________________________ (Building or Work) 

_________________________; that during the payroll period commencing on the 08/20/2018 __________________

and ending on 08/26/2018 __________________ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Monson Nicholas, Inc. __________________________ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 168, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below:

__________________________________________________________________________________________

(2) That any payrolls otherwise under the contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

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REMARKS

NAME AND TITLE    SIGNATURE
Lisa A. Holmes    ________________________________
Office Manager

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<th>(3)*</th>
<th>(4)*</th>
<th>(5)* Hours and Days Worked</th>
<th>(6) Total Hours</th>
<th>(7) Rate of Pay</th>
<th>(8) Amount Earned</th>
<th>(9) Total Earned</th>
<th>(10) Federal WH Tax</th>
<th>(11) Other</th>
<th>(12) Total Deduction</th>
<th>(13) Wages Paid for Week of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antonio Carrera 1621 North 40th Ave. Stone Park, IL 60165</td>
<td>W LABO JM</td>
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<td>8.00</td>
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<td>42.72</td>
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<tr>
<td>Antonio D. Gonzalez Licea 189 Interocean Avenue South Chicago Heights, IL 60411</td>
<td>W LABO JM</td>
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<td>8.00</td>
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<td>(708) 615-7622</td>
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Reviewed by: __________________________ Signature of State Official __________________________

□ No Work □ Suspended □ Completed

NOTE: A Certified copy of each weekly payroll must be submitted by the prime contractor and each subcontractor within seven (7) days of the regular payment date.

* See instruction page for codes to be entered

SBE 48 (Rev. 8/05)
(Replaces RE-48)
Date 10/31/2018

I, Lisa A. Holmes
(Name of signatory party) Office Manager
(Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Monson Nicholas, Inc.
(Contractor or Subcontractor) on the CITY OF EVANSTON - 2020 ASBURY
(Building or Work)
that during the payroll period commencing on the 08/27/2018, and ending on 09/02/2018 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said
Monson Nicholas, Inc.
(Contractor or Subcontractor)
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 946, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357, 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under the contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits are listed in the contract have been or will be made to appropriate programs for the benefits of such employees, except as noted in Section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
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REMARKS

NAME AND TITLE
Lisa A. Holmes
Office Manager

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATE CODE.
Memorandum

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

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

Subject: Service Center Emergency Repairs
Consulting Contract Change Order #1, Additional Engineering Services

Date: November 12, 2018

Action:
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 Source:
Funding will be provided from the Capital Improvement Program (CIP) 2018 General Obligation Bonds (Account 415.40.4118.65515-617023).

Livability Benefits:
Built Environment: Promote diverse transportation modes
Climate & Energy: Reduce material waste
Health & Safety: Improve emergency prevention and response

Background Information:
On the morning of May 11, 2017, Forestry noticed large pieces of concrete had fallen from a beam supporting the parking deck above the Forestry storage bay at the Service Center’s parking structure. This event set in motion a project to assess the Service Center Parking deck, design solutions to the issues discovered during the assessment and repair the building. Wiss Janney Elstner was hired through an emergency process due to the urgency of the situation. This is why there was not a comprehensive scope at the beginning of their work. During the course of the project Wiss Janney Elstner Associates provided services that were above and beyond their original contract.
Individually the additional tasks were relatively minor, but in aggregation the additional work was substantial. WJE has requested a change to their contract to recoup their costs. Initially, WJE requested $27,000 for these additional services. However, City staff negotiated this cost down to $19,500. The additional items included the following:

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Assistance with drainage issues – This work was required to appropriately address some areas near the entrance to the building that had significant ponding. This ponding did not directly cause any of the original failures, but needed to be addressed for liability and maintenance reasons.</td>
<td>$2,100</td>
</tr>
<tr>
<td>2</td>
<td>Additional Planning Meetings – The scope of work for the project was originally to correct the structural failure. As the schedule for the project came into focus, it became clear that it was wise to expand the scope to incorporate necessary maintenance items that were not directly related to the structural failure. The added items were similar in nature and it was determined to be cost effective to add to the project.</td>
<td>$5,300</td>
</tr>
<tr>
<td>3</td>
<td>Incorporation of the City of Evanston’s Specifications – Due to the emergency procurement of the engineering services, the coordination of the City of Evanston’s contractual documents and front end specifications did not get encapsulated in the original scope of work for Wiss Janney Elstner Associates.</td>
<td>$2,800</td>
</tr>
<tr>
<td>4</td>
<td>Additional Sets of Draft Project Documents – Due to the emergency procurement of the engineering services and the increased scope of work for the project, there were additional reviews by the City of Evanston staff that were deemed necessary for a fully coordinated project that were not included in the original contract.</td>
<td>$4,000</td>
</tr>
<tr>
<td>5</td>
<td>Increased Scope of Repair Work – This cost is for the additional work provided to design and document the additional repair and maintenance work. As mentioned above, the scope of work for the project was originally to correct the structural failure, as the schedule for the project was identified, it became clear that it was wise to take the time and cost to expand the scope to incorporate necessary maintenance items that were not directly related to the structural failure. The added items were similar in nature and it was expected to be cost effective to add to the project.</td>
<td>$5,300</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$19,500</strong></td>
</tr>
</tbody>
</table>

City staff believes that Wiss Janney Elstner's requested additional services above are commensurate with the services provided.
Funding Summary:
As indicated in the tables below, after acceptance of both the reduction in the construction amount and the increase in the engineering services, the overall project will be completed for $5,002.77 less than the project funding allocation.

<table>
<thead>
<tr>
<th>Project Funding</th>
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<tbody>
<tr>
<td>Engineering Services</td>
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<tr>
<td>FY 2018 Budget Allocation</td>
</tr>
<tr>
<td>Total Funding</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor</td>
</tr>
<tr>
<td>Wiss, Janney, Elstner, &amp; Associates, Inc.</td>
</tr>
<tr>
<td>Wiss, Janney, Elstner, &amp; Associates, Inc.</td>
</tr>
<tr>
<td>Monson Nicholas Inc.</td>
</tr>
<tr>
<td>Monson Nicholas Inc.</td>
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<tr>
<td>Total Project Contracts</td>
</tr>
<tr>
<td>Remaining Balance</td>
</tr>
</tbody>
</table>

Legislative History:
On June 12, 2017, City Council approved resolution 53-R-17, Authorizing City Manager to execute Payments for Emergency Structural Shoring for the Service Center Parking Structure.

On August 14, 2017, the City Council authorized City Manager to execute a contract for engineering services for design and construction documentation.

On February 26, 2018, City Council authorized City Manager to execute a contract for construction.

Attachments:
Change Order #01
Consultant Change Order Request
CITY OF EVANSTON
CHANGE ORDER

Order No.: 001
Date: 9/19/2018
Agreement Date: 8/29/17

PROJECT: Service Center Emergency Repairs
OWNER: City of Evanston

The following changes are hereby made to the AGREEMENT:

<table>
<thead>
<tr>
<th>Change Description</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Assistances with drainage issues</td>
<td>Add</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>2. Additional Planning Meetings</td>
<td>Add</td>
<td>$5,300.00</td>
</tr>
<tr>
<td>3. Incorporation of Evanston Front End Documents</td>
<td>Add</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>4. Additional Sets of Draft Project Documents</td>
<td>Add</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>5. Increased Scope of Repair Work</td>
<td>Add</td>
<td>$5,300.00</td>
</tr>
</tbody>
</table>

Total Change $19,500.00

Change to CONTRACT PRICE: $19,500.00

Original CONTRACT PRICE: $44,300.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS $44,300.00
Total change in CONTRACT PRICE for this CHANGE ORDER $19,500.00
The CONTRACT PRICE including this CHANGE ORDER will be $63,800.00

Approved by (Owner): City of Evanston  Date

Accepted by (Contractor): [Wiss, Janney, Elstner & Associates, Inc.]  Date
September 14, 2018

Mr. Shane Cary
Architect/Project Manager
City of Evanston
Public Works Agency
2100 Ridge Avenue
Evanston, IL  60201

Re: Additional Engineering Services
Condition Evaluation and Design of Repairs
Service Center Parking Deck and Garage
Evanston, Illinois
WJE No. 2017.3531

Dear Mr. Cary:

The firm of Wiss, Janney, Elstner Associates, Inc. (WJE) has been assisting you and City of Evanston with the evaluation and development of repairs for the Service Center Parking Deck and Garage in Evanston, Illinois, which is located at 2020 Asbury Avenue. The Service Center Parking Deck and Garage is a two-story precast concrete structure with parking for City of Evanston employees on the upper level of the structure and an enclosed garage housing maintenance vehicles and equipment for the City of Evanston on the lower level. Our work is being performed under two separate contracts for the engineering services associated with this project. One contract, dated June 15, 2017, is for a condition assessment of the structure, and is based on Task I of our June 9, 2017 proposal letter to you. The second contract is for developing construction documents for the repair project and for providing construction period services during the course of the repair work. The second contract is dated August 29, 2017, and is based on our July 19, 2017 proposal. Copies of these proposals are attached to this letter for your ease of reference.

The proposal letters mentioned above include all services commonly needed to successfully complete a project involving the evaluation and repair of a structure such as the Service Center Parking Deck. Accordingly, WJE has proceeded with the engineering services for this project. However, during the course of our work, a number of issues have arisen that have required extra effort on the part of WJE in order to keep the project moving forward and to meet the expectations and requests of the City of Evanston representatives assigned to this project. Although most of these additional tasks are relatively minor, and could be assimilated easily into the overall project, there have been enough of them that the additional effort extended by WJE has become significant. As a result, we need to bring the additional costs associated with these efforts to your attention so that our contract can be increased in a fair and equitable manner. This letter is intended to describe and summarize these additional efforts and the costs associated with them.
Additional Work Tasks

Since WJE started work on this project in mid-2017, several issues have arisen that have required additional engineering services beyond those explicitly spelled out in the aforementioned proposal letters. As a result, WJE has had to spend significant additional time and effort beyond that anticipated. The additional services performed by WJE to date include the following:

**Supplemental Task 1 - Assistance with Drainage Issues**

During the initial stages of developing the repair documents for this project, members of Evanston’s project team indicated to WJE that water tended to collect and stand in the area around the door from the Upper Level parking deck to the building, which created slippery conditions for the users of the roof deck parking during the wintertime. To help identify the nature and extent of this issue, personnel from the City of Evanston took elevation measurements and applied water to the roof deck in this area so that specific locations of ponding could be identified. WJE was on site to observe the ponding test, analyzed the data from the testing and the elevation survey, and then used the information obtained to develop a drainage plan that is intended to address all significant areas of ponding. This plan required the installation of two new drains, the relocation of two existing drains, and the removal and replacement of concrete in the areas around those drains in order to enhance drainage. These elements of the drainage plan were then added to the project documents.

**Supplemental Task 2 - Additional Planning Meetings**

Our July 19, 2017, proposal included one meeting with representatives of the City of Evanston to present and discuss the review comments regarding the draft project documents prepared by WJE. However, a total of three such planning meetings were held, and an additional meeting was held on site to review a few different conditions of concern. This resulted in approximately four days of engineering time as opposed to the one day included in our budget.

**Supplemental Task 3 - Incorporation of Evanston Front End Documents**

Our July 19, 2017, proposal was based on the assumption that standard front end documents prepared by the City of Evanston would be incorporated into the project documents as a “stand alone” portion of the project manual. Instead, WJE needed to review these documents to make sure that they didn’t conflict with anything in the technical specifications prepared by WJE, had to develop the bid form that is a part of the front end documents, and needed to incorporate the necessary revisions that resulted from the review process.

**Supplemental Task 4 - Additional Sets of Draft Project Documents**

As stated in our July 19, 2017, proposal, we anticipated developing one set of draft project documents, the equivalent of a 95% set, that would be submitted and reviewed by the City of Evanston prior to the 100% submittal, which is the bid set. Instead, WJE was required to submit multiple preliminary sets at 50%, 75%, and 95% completion. Although this process did not result in any additional details in the final set of project documents, it did necessitate additional work by WJE because each set submitted for review by the City of Evanston underwent internal review by WJE before its release. This process required additional coordination efforts, and additional time for review and revisions of the project documents.

**Supplemental Task 5 - Increased Scope of Repair Work**

The condition evaluation report was initially submitted on August 14, 2017, and provided a listing of potential repair items. When our July 19, 2017 proposal for preparation of construction documents and construction period services was prepared, it was based on the scope of work shown in the repair listing. However, during the early project planning meetings, a few items were added to the scope of the repair project, which necessitated additional efforts for preparing details and/or specifications to incorporate...
those items into the repair contract documents. These items included repairs to the southwest stairway, replacement of the sealant at the joints between perimeter wall panels, repair of distress adjacent to the front door of the Service Center office building, and incorporating provisions for alternate aggregates to enhance the traction provided by the new membrane system.

Related Costs

As the project has been continuing, WJE has proceeded with the base scope of work included in our August 29, 2017 contract for repair design and construction period services. So that the base scope of services could be completed, it was necessary for WJE to simultaneously work on the supplemental tasks listed above in order to keep the project moving forward without significant delay. WJE has performed these supplemental tasks on a good faith basis knowing that it was required in order for the project to incorporate the additional items requested by the City of Evanston.

At this time, essentially all work on the above supplemental tasks has been completed, allowing us to accurately identify the additional costs associated with these tasks. In accordance with both of our proposals for this project, all of our fees associated with the supplemental services for this project have been incurred on a time and expense basis. These additional costs associated with these supplemental services are shown below. These amounts include all time charges and related travel, reproduction, and other expenses associated with our work. All time charges have been incurred using a reduced rate schedule which was our standard rate schedule in early 2017, and all expenses are being billed at cost. Additionally, because all of our services are being incurred on a time and expense basis, we will only be billing for actual work performed on behalf of the City of Evanston.

<table>
<thead>
<tr>
<th>Supplemental Task</th>
<th>Additional Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Assistance with Drainage Issues</td>
<td>$2,100</td>
</tr>
<tr>
<td>2. Additional Planning Meetings</td>
<td>$5,300</td>
</tr>
<tr>
<td>3. Incorporation of Evanston Front End Documents</td>
<td>$2,800</td>
</tr>
<tr>
<td>4. Additional Sets of Draft Project Documents</td>
<td>$4,000</td>
</tr>
<tr>
<td>5. Increased Scope of Repair Work</td>
<td>$5,300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$19,500</strong></td>
</tr>
</tbody>
</table>

As you can see in the above table, none of the additional services have incurred a large cost by itself, but added together these additional services do constitute a significant amount. As a result, WJE needs to invoice for these additional services, which we can now provide accurate pricing for. Therefore, we request that our contract amount for fees be increased by $19,500 to cover the engineering services associated with the supplemental services described above.

The amounts shown above reflect the full cost of the additional work performed by WJE in connection with the phases of this project involving the condition evaluation and design of repairs. For our construction period services, any additional engineering services that are required during that phase of the work will also be billed on a time and expense basis, and we will only bill for actual work performed. All time charges will be billed based on the reduced hourly rate schedule currently in effect for our work on this project.
Conclusion

We appreciate the opportunity to provide our services to assist the City of Evanston with the repair of the Service Center Parking Deck. If you have any questions or comments regarding this information, if you wish to discuss this topic further, or if you require any additional information, please do not hesitate to contact us. We appreciate your assistance with this matter.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

James P. Donnelly, P.E., S.E.
Principal
June 5, 2017
Revised June 9, 2017

Mr. Shane Cary
Architect/Project Manager
City of Evanston
Public Works Agency
2100 Ridge Avenue
Evanston, IL  60201

Re: Engineering Services Proposal
Condition Evaluation and Assistance with Repairs
Service Center Parking Deck and Garage
Evanston, Illinois
WJE No. 2017.3531.P

Dear Mr. Cary:

Thank you for contacting the firm of Wiss, Janney, Elstner Associates, Inc. (WJE) regarding the Service Center Parking Deck and Garage in Evanston, Illinois, which is located at 2020 Asbury Avenue. The firm of Wiss, Janney, Elstner Associates, Inc. (WJE) would be pleased to assist you and City of Evanston with the evaluation and repair of this precast concrete structure. This letter is our proposal to provide the professional services required to perform a condition assessment of the structure, and to assist with implementing repairs by developing repair construction documents and providing limited construction period services for the initial repairs.

**Background / Description of Structure**

The Service Center Parking Deck and Garage is a two-story precast concrete structure with parking for City of Evanston employees on the upper level of the structure and an enclosed garage housing maintenance vehicles and equipment for The City of Evanston on the lower level. The floor of the lower level consists of a concrete slab-on-grade. Based on the drawings provided, the Service Center structure was constructed around 1980, and has approximate overall dimensions of 377 feet by 153 feet. The structure is composed of three main bays that extend the length of the structure, including the 60 foot wide east and west bays and the 30 foot wide middle bay where the ramp to the upper level is located at the north end of the structure. The structurally supported upper level is typically constructed with a series of 8 foot wide precast, prestressed concrete double-tee beams with a cast-in-place topping. The double-tee beams span in an east-west direction across the bays and are supported by precast, prestressed concrete ledger beams, spandrel beams, and columns located along the north-south column lines.

During our recent walk-through of the garage, we reviewed the location where one of the ledges supporting the ends of three double-tee beams has failed, and shoring has been installed. Our observations also included several items of deterioration of the structure for the upper level, including corrosion staining and moisture staining on the underside of the upper level deck adjacent to joints between double-tee beams indicative of leakage through these joints, regularly-spaced cracking of the bottom portion of some ledger beams, unsound concrete in isolated areas, and localized wear of the waterproofing membrane on the top surface of the upper level deck.
Proposed Scope of Work

Based on our conversation with you during our site visit, it is our understanding that the City of Evanston desires a detailed review of the failed ledger beam and a condition assessment of the overall garage structure, plus assistance with the implementation of repairs to address the failed ledger beam and the design of repairs for other conditions warranting repair that are identified during the overall condition assessment. Therefore, we have developed this proposal with four main tasks for our engineering services. The first work task involves a structural condition review of the Service Center, including a detailed review of the failed ledger beam, while the second work task involves developing repair details and requirements to address the failed ledger beam. The third task is for providing limited construction period services during the implementation of repairs to the failed ledger beam, while the fourth task involves developing drawings and specifications for overall repair of the Service Center structure. Further description of the tasks in the proposed scope of work is provided below.

Task I - Condition Assessment

For this work task, WJE will perform a condition assessment of the entire Service Center structure with a detailed review of the failed ledger beam. This will include performing visual and delamination surveys of the entire structure, detailed examination of the failed ledger beam with comparison to other similar conditions in the structure, and providing a letter report detailing our findings and recommendations. The work of this task is described in greater detail below.

1. **Review of Available Documentation** – WJE will review any documents the City of Evanston makes available describing the construction of the Service Center structure and any previous investigations and repair projects performed for this structure. This will include the existing structural design drawings you provided for this facility, the shop drawings of the precast elements of the structure if available, reports and results of previous investigations by others, repair documents for previous repair projects if available, and other available documents regarding the condition and construction of the structure.

2. **Field Survey** - A field survey will be performed to identify and document the current condition of this structure, and to investigate the failed ledger beam. The specific tasks in this condition survey will include the following:
   a. **Visual Survey** - All exposed surfaces of the Service Center structure will be reviewed to identify and document the location, extent, and nature of the observable deterioration. Areas of spalled or deteriorated concrete, mineral and corrosion staining indicative of moisture infiltration, cracking of the concrete, and other distress in the structural floor system for the upper level will be noted on plan views of the structure. These notes will be supplemented by photographs of typical and significant findings.
   b. **Delamination Survey** – The top surface of the upper level deck and ramp will be sounded at representative locations with mechanical sounding equipment to determine the extent of delaminated concrete, incipient spalling, and general soundness of the top deck surface. Specific findings will be recorded on plan views of the structure, which will then be used to estimate repair quantities.
   c. **Detailed Review of Failed Ledger Beam** – A detailed visual review of the failed ledger beam will be performed. The inspection will be performed from a personnel lift, and will focus on the condition and reinforcing of the failed ledge. As a part of this review, localized sounding will be performed in the area of distress to identify possible delamination of the concrete surface, and the presence of existing reinforcing will be identified using ground penetrating radar or an r-meter. Significant findings will be photographed and documented on a sketches of the failed ledger beam. In addition, other similar ledger beams will be reviewed for possible deterioration or distress such as cracking, mineral staining, delamination or other evidence.

3. **Report and Repair Recommendations** - A written report will be prepared to present and summarize the findings of this investigation. The report will include recommendations for repair of the failed ledger
beam, as well as for concrete repairs, waterproofing, and any other repairs of significant items of distress identified in the Service Center structure. Estimates of repair quantities, and a projected budget for the recommended remedial work will be provided.

**Task II - Develop Ledger Beam Repairs**

For this work task, the findings from the detailed review of the failed ledger beam will be used to determine appropriate repairs to address the observed distress. Limited structural analyses will be performed to determine the loads imposed on the ledger beam, and to determine the amount and type of supplemental reinforcing required. This information will be incorporated into a set of repair documents showing the repair requirements. It is anticipated that the project documents will consist of a Request for Proposal outlining all of the bid documents and bid requirements, a set of drawings containing the details and technical requirements for the repair work, a Summary of Work indicating the extent of work, and a Bid Form quantifying the work. Given the nature of the work required, the set of drawings are anticipated to consist of five to seven 11 by 17 sheets. It is expected that these sheets will include a cover sheet, a sheet of general notes, a plan view of the failed ledger beam showing the locations where repairs are to be addressed, and two to three sheets of details for the repairs. Specifications for the work and all general and special requirements will be contained on the general notes sheet and in the Summary of Work. The Bid Form for the work will contain quantities for unit price items. Once drafted, the project documents will be submitted for your review, and your comments will be incorporated into the final set of documents. In addition, we will provide names and contact information for local qualified contractors that the City can give the project documents to for bidding.

**Task III - Construction Period Services for Repair of Ledger Beam**

Once the bidding process is completed and a contractor is selected for the repair project, the implementation of the repairs to the ledger beam can begin. During the repair construction, WJE will assist the City by providing limited construction observation and administration services. We anticipate that this will consist of reviewing the ongoing work to help assure that it is performed in accordance with the intent of the project documents, reviewing submittals, and miscellaneous project communications and coordination with you and the selected contractor. The following engineering tasks are included in this phase:

1. **Periodic Construction Observation** – The work in progress will be observed on an as-needed basis to verify its conformance with project requirements, to address Contractor questions, and to resolve problems associated with unanticipated conditions. It is anticipated that a total of four site visits will be made during the repair work at critical times of the work process.

2. **Site Visit Reports** – A report documenting our observations during each site visit and the status of the work will be prepared and submitted subsequent to each site visit.

3. **Review of Submittals** - We will review and approve contractor submittals as required.

4. **Miscellaneous Project Communications** - We will participate in miscellaneous project communications for coordination of the work performed on an as-needed basis.

**Task IV - Preparation of Contract Documents for Overall Repairs**

For this work task, WJE will meet with you to discuss the items identified for repair and to select a scope of work for the repair construction. Then we will develop a set of repair contract documents in the form of drawings and specifications which will describe the repair work in detail for the selected scope of work. Once drafted, the project manual and drawings will be submitted for your review, and your comments will be incorporated into the final set of documents.

**Project Manual** - The project manual will contain all of the necessary contract and general requirements, the requirements for competitive bidding including a bid form itemizing the work items and anticipated repair quantities, and technical specifications for the various work items, including quality assurance procedures,
material testing for quality control, referenced standards and codes to be adhered to, specified materials and products, and construction execution requirements.

**Drawings** - WJE will prepare a set of drawings that will include a cover sheet, a plan view, and multiple sheets containing details of the concrete repairs, and the expansion joint and waterproofing work. Overall, we anticipate producing eight to ten 11”x17” sheets in the set of drawings.

**Fees and Schedule**

We propose to perform the engineering services for Tasks I and II described in the above scope of work for lump sum amounts of $13,200 and $7,000, respectively, as shown in the itemized breakdown below. For Task III, we propose to perform the engineering services described above on a time and expense basis for an amount not to exceed $6,500, with all time charges incurred at our current standard hourly rates. The proposed costs include all time charges and related travel, reproduction, equipment, testing, and other expenses associated with our work. These amounts will not be exceeded without your prior written approval. All of our work will be performed in accordance with the signed Contract for this work to be prepared by the City of Evanston and reviewed by our in-house counsel.

<table>
<thead>
<tr>
<th>Task I</th>
<th>Condition Assessment</th>
<th>$13,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task II</td>
<td>Develop Ledger Beam Repairs</td>
<td>$7,000</td>
</tr>
<tr>
<td>Task III</td>
<td>Construction Period Services for Repair of Ledger Beam</td>
<td>$6,500</td>
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<td>Task IV</td>
<td>Preparation of Contract Documents for Overall Repairs</td>
<td>See below</td>
</tr>
<tr>
<td>Total (excluding Task IV)</td>
<td></td>
<td>$26,700</td>
</tr>
</tbody>
</table>

Without knowing the scope of work that will be included in the repair project, it is difficult to accurately project the costs for the engineering services associated with Task IV - Preparation of Contract Documents for Overall Repairs. As a result, we propose to provide the engineering services associated with Task IV on a time and expense basis, and we recommend that a budget of $15,000 be established on a preliminary basis to cover construction document preparation. All time charges will be incurred using our standard hourly rate schedule, and all expenses will be billed at cost except as modified by the signed contract for this work. The cost of the engineering services associated with Task IV - Preparation of Contract Documents for Overall Repairs can be determined more accurately once the actual scope of the repair work is identified. At that time, we can provide an updated budget amount for these services, if so desired.

For Task I - Condition Assessment, we anticipate that the field survey work will require no more than two days on site by a team of two engineers. For the second day, a personnel lift will be used to provide access to the underside of the upper level deck, particularly in the area of the failed ledger beam. The cost of providing this personnel lift is included in this proposal. For this work, we will require the assistance of the City of Evanston to relocate vehicles and materials in the Service Center garage in order to access critical locations with the personnel lift, such as those at ledger beams of concern.

The level of effort required for Task III - Construction Period Services for Repair of Ledger Beam will depend on the duration and relative intensity of the repair work, and whether any problems are encountered during the work. Overall, we can provide whatever level of service is desired by the City of Evanston for this task. Per your communications, we have based the above budget for Task III on the assumptions that WJE will need to make a total of 4 site visits during the repair construction, that no more than four submittals will need to be reviewed, and that no more than 6 man-hours will be needed for miscellaneous project communications and coordination. Please note that, if the scope of engineering services desired by the City of Evanston for Task III differs noticeably from that anticipated, the projected cost for Task III services may differ somewhat from that projected above. Because all of our services for Task III are billed on a time and expense basis, we will only bill
for actual work performed. Any additional construction period services will only be performed as requested by you and the City of Evanston.

Our work can begin within approximately one week of receipt of your notice to proceed. It would be helpful if all available documents were received at that time. We anticipate that it will then take approximately 1 to 2 weeks to schedule, coordinate, and perform the field work, although our actual time at the site will be limited to 2 days. Once the field work is completed, it will take another 2 to 3 weeks to process the field data, to develop the repair recommendations, and to prepare the report. Therefore, our work for Task I - Condition Assessment should be completed in approximately 4 to 6 weeks from receipt of your notice to proceed, or approximately a month.

After the repair documents for the overall repairs are prepared in Task IV, the next steps typically involve the bidding of the work and the installation of the recommended repairs. If so desired, we can assist with the bidding process and the selection of a contractor, and can provide construction administration services during the repair construction to help assure that the work is performed in an appropriate manner. The additional services described in this paragraph are not included in this proposal. However, WJE would be happy to provide these or other additional engineering services if so desired, and can provide a proposal for those services once the scope of those services is determined.

**Closure**

WJE has extensive experience in the investigation and repair of distressed concrete structures. Because of this background and our widespread hands-on experience in the design and implementation of concrete repairs, we believe we are highly qualified to perform the work that you require.

Thank you for the opportunity to submit this proposal for our services. If this proposal meets with your approval, please sign at the space below and return a copy of this proposal to our office at your earliest convenience. If you have any questions about this proposal, or require any additional information, please do not hesitate to contact us. We are looking forward to working with you on the evaluation of this structure.

Very truly yours,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

James P. Donnelly, P.E., S.E.
Principal

Please indicate your acceptance of this proposal by signing below and return a copy as authorization to proceed.

Accepted by: ____________________________________________

Title: ________________________________________________

Company: ____________________________________________

Date: ________________________________________________
VIA E-MAIL
scary@cityofevanston.org

July 19, 2017

Mr. Shane Cary
Architect/Project Manager
City of Evanston
Public Works Agency
2100 Ridge Avenue
Evanston, IL  60201

Re: Engineering Services Proposal
   Assistance with Shoring and Repairs
   Service Center Parking Deck and Garage
   Evanston, Illinois
   WJE No. 2017.3531

Dear Mr. Cary:

The firm of Wiss, Janney, Elstner Associates, Inc. (WJE) has performed a condition assessment of the Service Center Parking Deck and Garage in Evanston, Illinois, which is located at 2020 Asbury Avenue. This study identified three additional locations where ledge failure had occurred, necessitating the installation of shoring. Based on our conversations, it is our understanding that the City of Evanston would like to proceed with the repair of this precast concrete structure in a manner slightly different that was presented in our initial proposal. Therefore, we have prepared this letter to serve as our updated proposal to provide the professional services required to assist with the shoring and the implementation of repairs to this structure.

Background / Description of Structure

The Service Center Parking Deck and Garage is a two-story precast concrete structure with parking for City of Evanston employees on the upper level of the structure and an enclosed garage housing maintenance vehicles and equipment for The City of Evanston on the lower level. The floor of the lower level consists of a concrete slab-on-grade. Based on the drawings provided, the Service Center structure was constructed around 1980, and has approximate overall dimensions of 377 feet by 153 feet. The structure is composed of three main bays that extend the length of the structure, including the 60 foot wide east and west bays and the 30 foot wide middle bay where the ramp to the upper level is located at the north end of the structure. The structurally supported upper level is typically constructed with a series of 8 foot wide precast, prestressed concrete double-tee beams with a cast-in-place topping. The double-tee beams span in an east-west direction across the bays and are supported by precast, prestressed concrete inverted-tee ledger beams, spandrel beams, and columns located along the north-south column lines.

During our recent condition assessment of the Service Center garage structure, we performed a visual survey of all exposed surfaces of the structure, a delamination survey of the top surface of the structurally supported deck, and a detailed review of the locations where significant ledge distress was noted in the inverted-tee beams. A total of six locations were identified with significant ledge distress and were reviewed in detail, including the one ledge that had failed in an area supporting two stems of double-tee
beams, where supplemental shoring had already been installed. Detailed examination of these areas of distress, including the use of ground-penetrating radar to non-destructively locate the ledge reinforcing, indicated that the distress generally occurred where the ledge reinforcing was set back further from the face of the ledge than would otherwise be appropriate. Based on the findings from the detailed review, WJE recommended that shoring be installed at three additional ledges where the observed distress compromised the bearing for a stem of a double-tee beam.

Our observations also included several items of deterioration of the structure for the upper level, including corrosion staining and moisture staining on the underside of the upper level deck adjacent to joints between double-tee beams indicative of leakage through these joints, regularly-spaced cracking of the bottom portion of some ledger beams, unsound concrete in isolated areas, and localized wear of the waterproofing membrane on the top surface of the upper level deck. The delamination survey found very few locations of delaminated concrete on the top surface of the upper level deck, although a couple of locations were noted where the joint sealant was tearing over locations of distressed ledges.

Proposed Scope of Work

Based on our conversation with you during and after our inspections, it is our understanding that the City of Evanston requires engineering assistance with the design and implementation of repairs to address the distressed and failed ledger beams and the other conditions warranting repair that were identified during the overall condition assessment. In addition, the concern was raised that there may be other locations where the ledge reinforcing was positioned further back from the face of the ledge than is necessary to resist the bearing reactions from the double-tee beam stems. Therefore, we have developed this proposal for the four next phases of engineering services in the evaluation and repair of this structure. The first phase involves providing engineering assistance with the installation of additional shoring to support the double-tee beams at the severely distressed ledges, while the second work task involves developing drawings and specifications for repair of the Service Center garage structure. The third task is for providing construction period services during the implementation of the repairs. A fourth task has also been included to non-destructively locate the positioning of the ledge reinforcing in the interior ledger beams. Further description of the tasks in the proposed scope of work is provided below.

Phase I - Engineering Assistance with Emergency Shoring
WJE will provide engineering assistance with the installation of emergency shoring for the locations where a loss of bearing support has been identified in the Service Center structure. This will include providing the City of Evanston with a diagram of the locations to be shored based on the findings from the detailed review of the ledger beam distress, performing limited structural analyses to determine the loads imposed on the ledger beams, reviewing the installed shoring to confirm its adequacy, and providing a letter summarizing our observations and recommendations.

Phase II - Develop Repair Contract Documents
For this phase of work, WJE will meet with you to discuss the items identified for repair and to select a scope of work for the repair construction. Then we will develop a set of repair contract documents in the form of drawings and specifications which will describe the repair work in detail for the selected scope of work. Once drafted, the project manual and drawings will be submitted for your review, and your comments will be incorporated into the final set of documents.

Project Manual - The project manual will contain all of the necessary contract and general requirements, the requirements for competitive bidding including a bid form itemizing the work items and anticipated repair quantities, and technical specifications for the various work items, including quality assurance
procedures, material testing for quality control, referenced standards and codes to be adhered to, specified materials and products, and construction execution requirements.

**Drawings** - WJE will prepare a set of drawings that will include a cover sheet, a plan view, and multiple sheets containing details of the ledger beam repairs, concrete repairs, and the expansion joint and waterproofing work. Overall, we anticipate producing eight to ten 11”x17” sheets in the set of drawings.

**Phase III - Construction Period Services**
Once the bidding process is completed and a contractor is selected for the repair project, the implementation of the repairs to the Service Center structure can begin. During the repair construction, WJE will assist the City by providing limited construction observation and administration services. We anticipate that this will consist of reviewing the ongoing work to help assure that it is performed in accordance with the intent of the project documents, reviewing submittals, and miscellaneous project communications and coordination with you and the selected contractor. The following engineering tasks are included in this phase:

1. **Periodic Construction Observation** – The work in progress will be observed on an as-needed basis to verify its conformance with project requirements, to address Contractor questions, and to resolve problems associated with unanticipated conditions. It is anticipated that a total of twelve site visits will be made during the repair work at critical times of the work process.

2. **Site Visit Reports** – A report documenting our observations during each site visit and the status of the work will be prepared and submitted subsequent to each site visit.

3. **Review of Submittals** - We will review and approve contractor submittals as required.

4. **Miscellaneous Project Communications** - We will participate in miscellaneous project communications for coordination of the work performed on an as-needed basis.

**Phase IV - Determine Positioning of Ledger Beam Reinforcing**
For this phase of work, ground-penetrating radar equipment will be used to non-destructively locate the positioning of the ledge reinforcing. This work will be performed on the vertical face of the ledge, and will focus on the depth of the vertical leg of the top reinforcing bar from the ledge face. These reinforcing bars provide the main resistance to the forces introduced by the double-tee beam bearings. All ledges of the interior ledger beams will be examined in this manner, excluding those being repaired. This testing will be performed from a personnel lift. Significant findings will be recorded on a beam-by-beam basis. Our findings will be summarized in a brief letter report.

**Fees and Schedule**
We propose to perform the engineering services for Phases I, II, and IV described in the above scope of work for lump sum amounts of $2,300, $14,500, and $9,500, respectively, as shown in the itemized breakdown below. For Phase III, we propose to perform the engineering services described above on a time and expense basis for an amount not to exceed $18,000, considering the potential variability in the scope of work for Phase III. For all four phases, all time charges would incurred at our standard hourly rates currently in effect for our work to date on the Service Center garage structure. The proposed costs include all time charges and related travel, reproduction, equipment, testing, and other expenses associated with our work. Additionally, the proposed cost for Phase IV is based on two days on site for a two-man team of engineers, with a two-day rental of a personnel lift and the use of ground-penetrating radar equipment. These amounts will not be exceeded without your prior written approval. All of our work will be performed in accordance with the signed Contract for this work prepared by the City of Evanston and reviewed by our in-house counsel.
The level of effort required for Phase III - Construction Period Services will depend on the duration and relative intensity of the repair work, the project schedule and phasing, the experience of the repair contractor, and whether any problems are encountered during the work. Overall, we can provide whatever level of service is desired by the City of Evanston for this phase of the project. We have based the above budget for Phase III on the assumptions that WJE will need to make a total of 12 site visits during the repair construction, that the repair construction will be performed over a two month period, that no more than six submittals will need to be reviewed, and that no more than 24 man-hours will be needed for miscellaneous project communications and coordination. Please note that, if the scope of engineering services desired by the City of Evanston for Phase III differs noticeably from that anticipated, the projected cost for Phase III services may differ somewhat from that shown above. Because all of our services for Phase III are billed on a time and expense basis, we will only bill for actual work performed. Any additional construction period services will only be performed as requested by you and the City of Evanston.

Our work for Phase I - Engineering Assistance with Emergency Shoring has already begun, and will continue until completed. In the meantime, we are also working on completing the condition assessment report, which we should have to you in the next week. Once you and your associates have had a chance to review our findings, we anticipate that the scope of work can be finalized and our work on the project documents begun. We anticipate that it will take approximately 3 weeks to prepare the repair contract documents for your review prior to bidding. The work for Phase IV - Determine Positioning of Ledger Beam Reinforcing is essentially independent of the other three phases of work presented in this proposal, and as such can be performed at any time during the course of this project, including after the repair construction is completed. If the Phase IV work is performed earlier in the process, any additional repair recommendations that come out of the Phase IV work may be able to be included in the repair project.

**Closure**

We appreciate the opportunity to submit this proposal for our services, and look forward to continuing to work with you on this interesting project. If this proposal meets with your approval, please sign at the space below and return a copy of this proposal to our office at your earliest convenience. If you have any questions about this proposal, or require any additional information, please do not hesitate to contact us.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

James P. Donnelly, P.E., S.E.
Principal

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<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>Engineering Assistance with Emergency Shoring</td>
<td>$2,300</td>
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<tr>
<td>Phase II</td>
<td>Develop Repair Contract Documents</td>
<td>$14,500</td>
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<tr>
<td>Phase III</td>
<td>Construction Period Services</td>
<td>$18,000</td>
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<tr>
<td>Phase IV</td>
<td>Determine Positioning of Ledger Beam Reinforcing</td>
<td>$9,500</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$44,300</strong></td>
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</tbody>
</table>
Memorandum

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

From: Hitesh Desai, Chief Financial Officer / Treasurer Dave Stoneback – Public Works Agency Director Tammi Nunez – Purchasing Manager

Subject: Snow Towing Operations

Date: November 12, 2018

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute contract(s) for Snow Towing Services in an amount not to exceed $60,000. (Various towing companies – see attached list.)

Livability Benefits:
Health & Safety: Improve health outcomes; emergency prevention and response
Built Environment: Enhance public spaces, streets and neighborhoods

Funding Source:
Funding for snow towing contractors is provided by the Snow and Ice Control General Fund (Account 100.40.4550.62451). The estimated total for the 2018-2019 snow season is in an amount not to exceed $60,000.

Summary:
The City of Evanston operates under two potential snow emergency situations during the months of December through March. Depending on the amount of snow received either a snow route parking ban or a snow emergency can be declared. During these times the City will plow snow routes during the night and residential streets during the day.

As a part of this snow removal plan cars that do not follow the parking regulations that govern the two types of snow removal emergencies are towed in an effort to remove snow from the City’s streets. In most instances, cars are towed to cleared streets in order to expedite snow removal operations. Once the streets are cleared the cars are
returned to the original location and are assessed a towing fee.

The City utilizes independent towing contractors to assist with towing operations during declared snow emergencies to relocate or impound vehicles at the direction of the Evanston Police Department and to provide towing assistance to City-owned and operated equipment, as well as contractor and equipment engaged in various aspects of the snow removal operations.

The City of Evanston tickets as well as tows during snow events rates based on Ordinance 92-O-13 amending Sub-section 10-11-17(C) of the City Code was approved September 21, 2015 are:

- 2018 - 2019 Snow Season Ticket Rates (no changes to last year rates):
  - $60 Snow Route Parking ban ticket fines
  - $155 Snow Emergencies fines (Vehicle towed and returned)
  - $60 Snow Emergencies fines (Vehicle not moved)

The snow tow contractors proposed via this memorandum only operate during Snow Emergencies. These contractors move and replace vehicles as necessary throughout the snow season as 2-day snow emergencies are declared.

- Snow Routes: North Shore Towing is the vendor currently used by the City for overnight tow operations. They receive their contracted tow fee and storage charges for each vehicle towed. The City does not receive a percentage of the tow. The City receives ticket revenue based on $60.00 per ticket. Last snow season (December 1, 2017 - March 31, 2018) staff issued 188 citations, which resulted in potential revenues of $11,280.

- Snow Emergencies (Vehicle Towed and Returned): The City uses contracted vendors for the operation and does not charge an additional tow fee. Revenue source is based on the number of citations issued at $155.00 each. The snow season of December 1, 2017 - March 31, 2018 staff issued 416 citations, which resulted in potential revenue of $59,210.

- Snow Emergency (Vehicle not moved): These are citations issued by City staff for vehicles not towed during a snow event. Revenue source is based on the number of citations issued at $60.00 each. The snow season of December 1, 2017 - March 31, 2018 staff issued 677 citations, which resulted in potential revenue of $40,620.

Snow Emergency (Vehicle Towed and Returned):
The City uses contracted vendors for the operation and does not charge an additional tow fee. The City declared one (1) snow (February 9th and 10th, 2018) emergency during 2017 – 2018 snow season; which impacted the number of citations issued and collected revenue; contractor costs for this same time were $31,980.
Towing Contractors Solicitation:
The City’s Purchasing Department solicits signed contracts for snow removal services. This year we only received twenty-one (21) agreements and one (1) additional vehicle listed as stand-by for 2018-2019 snow season; 2017-2018 season there were twenty-two (22) agreements and three (3) vehicles listed as stand-by. Previous years we capped the number of vehicles at the first twenty-five (25) trucks. Contractors agree to an hourly fixed rate of $80.00 for the equipment and driver and a $450 per truck (3 truck limit per contractor) retainer to be paid by the City in three monthly installments. The retainer is paid to contractors regardless of whether snow emergencies are declared. In addition to the twenty-one (21) vehicles on retainer one (1) additional vehicle listed as stand-by on backup and may be used as needed. Contractors must provide all labor and equipment necessary to perform the required services.

In an effort to increase the participation of Evanston Contractors in the City’s snow towing program the specifications give Evanston companies priority as long as they responded before the deadline. As a result, two (2) Evanston towing companies were placed on retainer, which is the same as last year participation of Evanston towing companies.

Purchasing staff followed up with contractors that did not participate or only guaranteed one vehicle and the major cause of the their lower participation this year is due to towing contractors not having the manpower and not able guarantee truck/driver availability (additional follow up data included in below details).

Evanston Towing Contractors 2018-2019 Details:
Packets were mailed Thursday, October 18, 2018 with a due date to return documents no later than Thursday, November 1, 2018 at 4:00p.m. Eight (8) Evanston Towing Contractors were notified of the 2018-2019 Snow Towing Program; 2018-19 Snow Tow season announcement was uploaded to the City webpage “News Section” and staff followed up with telephone calls to Evanston Tow Contractors:

- Eight (8) Evanston Towing Contractors were notified of the 2018-2019 Snow Towing Program.
- Two 2 Evanston firms on retainer list for 2018 - 2019 Snow Tow Program
  - Emergency Road Service, Inc.
  - North Shore Towing

The following is a list of Evanston Towing Companies who staff sent the towing application, and additional contact attempts, results and notification were sent to Evanston Towing Companies:

1. Emergency Road Service Inc., Evanston, IL
2. North Shore Towing, Evanston, IL
3. Rose Towing, Evanston, IL – informed not interested
4. Smitty’s Auto Repair & Towing, Evanston, IL – informed not interested

6. RJ Towing, Evanston, IL – Called Oct. 30, left message, no email on file; no response or application submitted.


We will we continue to reach out and encourage Evanston firms to participate in the snow tow program. Final notification will be sent to Companies notify them we are removing them from ongoing snow tow mailing list, unless they contact us to request to continue to include them.

All trucks on retainer are required to respond within four (4) hours of the first call by the City and are to remain available until released. Vendors are guaranteed a minimum of six (6) hours of work per vehicle at the initial call (day or night) for each snow route parking ban or snow emergency period. Subsequent days of a snow emergency will warrant a four (4) hour guarantee unless otherwise agreed to by the City and the vendor. All trucks placed on retainer by the City of Evanston must be available until April 30, 2019.

A Certificate of Insurance, naming the City of Evanston as an additional insured and demonstrating liability protection in the amount of $100,000/$300,000 and property damage coverage of a minimum of $50,000, is required to be provided by all contractors wishing to participate in the program.

Attachments
List of Towing Companies
Snow Tow Packet/ Sample Contract for Services
<table>
<thead>
<tr>
<th>Order Rec’d</th>
<th>Vendor # New World</th>
<th>Company Name</th>
<th>No. of Trucks Guaranteed</th>
<th>Address</th>
<th>City</th>
<th>St</th>
<th>Zip</th>
<th>Phone</th>
<th>Contact</th>
<th>Email</th>
<th>Ins. Cert. Exp. Date</th>
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<tbody>
<tr>
<td>1</td>
<td>11204</td>
<td>A1 Dependable Roadside Assistance</td>
<td>1</td>
<td>9420 Byron Street Suite B</td>
<td>Schiller Park</td>
<td>IL</td>
<td>60176</td>
<td>Day, Night, Saturday, Sunday, 773-282-8623</td>
<td>Bill</td>
<td><a href="mailto:a1dependableroadside@gmail.com">a1dependableroadside@gmail.com</a></td>
<td>4/7/2019</td>
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<tr>
<td>2</td>
<td>100168</td>
<td>Alert Towing</td>
<td>1</td>
<td>8411 N. Tripp</td>
<td>Chicago</td>
<td>IL</td>
<td>60651</td>
<td>Day, Saturday, Sunday, 773-227-1843 Night 773-540-3359 773-704-3481</td>
<td>Mose Butts</td>
<td><a href="mailto:alert841.mbh@gmail.com">alert841.mbh@gmail.com</a></td>
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<td>3</td>
<td>306690</td>
<td>Mobile Transport LLC</td>
<td>3</td>
<td>2019 W. Rascher Ave.</td>
<td>Chicago</td>
<td>IL</td>
<td>60625</td>
<td>Day, Night, Saturday, Sunday, 847-208-8668</td>
<td>William Nestos</td>
<td><a href="mailto:nestosfamily@comcast.net">nestosfamily@comcast.net</a></td>
<td>12/31/2018</td>
</tr>
<tr>
<td>4</td>
<td>102070</td>
<td>G &amp; J Towing</td>
<td>1</td>
<td>7421 N. Clairemont</td>
<td>Chicago</td>
<td>IL</td>
<td>60651</td>
<td>Day, Saturday, Sunday, Cell, 773-895-9159</td>
<td>Jose E. Quettel</td>
<td>Gand <a href="mailto:Towing@gmail.com">Towing@gmail.com</a></td>
<td>11/6/2019</td>
</tr>
<tr>
<td>5</td>
<td>123034</td>
<td>Vic’s Towing Company</td>
<td>2</td>
<td>9420 Byron Street</td>
<td>Schiller Park</td>
<td>IL</td>
<td>60176</td>
<td>Day, Saturday, Sunday, 773-406-1956</td>
<td>Karen</td>
<td><a href="mailto:vt249@att.net">vt249@att.net</a></td>
<td>4/20/2019</td>
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<td>6</td>
<td>275878</td>
<td>Tbone Towing</td>
<td>1</td>
<td>7437 W. Grace</td>
<td>Chicago</td>
<td>IL</td>
<td>60603</td>
<td>Day, Saturday, Sunday, 773-406-1095</td>
<td>Timothy Hayes</td>
<td><a href="mailto:tbonetowing@yahoo.com">tbonetowing@yahoo.com</a></td>
<td>12/5/2018</td>
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<tr>
<td>7</td>
<td>105651</td>
<td>Jimmie Williams</td>
<td>1</td>
<td>3615 N. Oriole</td>
<td>Chicago</td>
<td>IL</td>
<td>60623</td>
<td>Day, Saturday, Sunday, 312-550-2312</td>
<td>Jimmie Williams</td>
<td>No Email</td>
<td>1/5/2019</td>
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<tr>
<td>8</td>
<td>185864</td>
<td>Francisco DeJesus dba Ponch Towing</td>
<td>1</td>
<td>2024 N. Cicero Ave.</td>
<td>Chicago</td>
<td>IL</td>
<td>60639</td>
<td>Day, Night, Saturday, Sunday, 773-742-9689</td>
<td>Francisco DeJesus</td>
<td><a href="mailto:ldejesus3600@att.net">ldejesus3600@att.net</a></td>
<td>8/17/2019</td>
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<tr>
<td>9</td>
<td>103795</td>
<td>North Shore Towing</td>
<td>1</td>
<td>2527 Oakton St</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>Day 847-864-2828, Night, Saturday, Sunday, 847-812-6603</td>
<td>Sheri Sanders</td>
<td><a href="mailto:ssanders@northshore-inc.com">ssanders@northshore-inc.com</a></td>
<td>Continuous Coverage</td>
</tr>
<tr>
<td>10</td>
<td>291994</td>
<td>Alpha Carrier Experts</td>
<td>3</td>
<td>4851 W. 121st Place</td>
<td>Alsip</td>
<td>IL</td>
<td>60803</td>
<td>Day 708-845-6885 Nights 708-422-5144 Saturday, Sunday, 708-845-6885</td>
<td>Javad Haleem</td>
<td><a href="mailto:acetowman1@gmail.com">acetowman1@gmail.com</a></td>
<td>6/7/2019</td>
</tr>
<tr>
<td>11</td>
<td>101644</td>
<td>Emergency Road Service, Inc.</td>
<td>1</td>
<td>1033 Dodge Ave.</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>Day, Night, Saturday, Sunday, 773-510-2634, Night, 773-511-8015 Saturday, Sunday, 773-365-3481</td>
<td>Carlos or Gina</td>
<td><a href="mailto:estowing@sticglobal.net">estowing@sticglobal.net</a></td>
<td>10/31/2019</td>
</tr>
<tr>
<td>12</td>
<td>323877</td>
<td>Frank’s Towing</td>
<td>1</td>
<td>1920 W. Estes</td>
<td>Chicago</td>
<td>IL</td>
<td>60626</td>
<td>Day, Saturday, Sunday, 773-511-2634, Night, 773-511-8015 Saturday, Sunday, 773-365-3481</td>
<td>Francisco Ines</td>
<td><a href="mailto:franciscocinpesaro3210@gmail.com">franciscocinpesaro3210@gmail.com</a></td>
<td>8/26/2019</td>
</tr>
<tr>
<td>13</td>
<td>123032</td>
<td>T &amp; C Towing Inc.</td>
<td>1</td>
<td>426 E. 142nd St. Unit 15</td>
<td>Dolton</td>
<td>IL</td>
<td>60449</td>
<td>Day, Night, Saturday, Sunday, 312-446-0723</td>
<td>Dexter Johnson</td>
<td><a href="mailto:pxtrasoon664@yahoo.com">pxtrasoon664@yahoo.com</a></td>
<td>11/3/2019</td>
</tr>
<tr>
<td>15</td>
<td>254765</td>
<td>Freedom Towing</td>
<td>1</td>
<td>9030 Forest Drive</td>
<td>Hickory Hills</td>
<td>IL</td>
<td>60457</td>
<td>Day, Night, Saturday, Sunday, 708-257-2916</td>
<td>Ira Rafati</td>
<td><a href="mailto:freedomtowing@gmail.com">freedomtowing@gmail.com</a></td>
<td>10/18/2019</td>
</tr>
<tr>
<td>16</td>
<td>14232</td>
<td>William Jessup dba Auto Seekers</td>
<td>1</td>
<td>5727 N. Melvina</td>
<td>Chicago</td>
<td>IL</td>
<td>60646</td>
<td>Day, Night, Saturday, Sunday, 224-301-5121 or 480-495-4401</td>
<td>William Jessup</td>
<td><a href="mailto:auto_seekers@yahoo.com">auto_seekers@yahoo.com</a></td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>

Total Trucks Guaranteed and will be held on retainer: 21
The following list of trucks are available on an as needed basis at a rate of $80 per hour DO NOT PLACE THESE TRUCKS ON RETAINER

<table>
<thead>
<tr>
<th>Order Rec’d.</th>
<th>Vendor # New World</th>
<th>Company Name</th>
<th>No. of Trucks which may be utilized</th>
<th>Address</th>
<th>City</th>
<th>St</th>
<th>Zip</th>
<th>Phone</th>
<th>Contact</th>
<th>Email</th>
<th>Ins. Cert. Exp. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>101644</td>
<td>Emergency Road Service, Inc.</td>
<td>1</td>
<td>1033 Dodge Avenue</td>
<td>Evanston</td>
<td>IL</td>
<td>60202</td>
<td>Day, Night, Saturday, Sunday, 847-733-1234 , 847-366-3481</td>
<td>Carlos or Gina</td>
<td><a href="mailto:erstwing@sbcglobal.net">erstwing@sbcglobal.net</a></td>
<td>10/15/2019</td>
<td></td>
</tr>
</tbody>
</table>

Total Trucks which may be utilized 1
October 18, 2018

RE: Snow Towing Removal

Dear Sir or Madame:

It is that time of the year again to make plans for emergency snow removal services for the coming winter. A number of independent towing contractors have provided very valuable service in the past years as part of the City of Evanston’s snow removal plan. Please note the following highlights of the attached Agreement and Specifications.

1. The hourly rate per truck is $80.00;
2. A $450.00 per truck *(3 truck limit per contractor) retainer will be paid by the City in three monthly installments. The retainer will be paid to contractors even if no snow emergency occurs;
3. Contractors must be available for snow towing within two (2) hours when contacted. If a contractor does not fulfill the requirements, payment reductions will be made.
4. The City will tow and plow snow routes at night and side streets during the day;
5. The City plans to relocate cars to already cleared streets to expedite towing operations and not to tow cars to one location.

Please read the Contract and Specifications documents carefully. If you desire to become a towing contractor for the City, return all eight (8) pages of the attached 2018-2019 Snow Towing Services contract complete and signed. **Please print clearly and complete all required fields on each form. Incomplete forms may be grounds for your submission to be disqualified. Please return all eight (8) pages of the Contract and Specifications.**

**WE MUST ALSO HAVE THE REQUIRED CERTIFICATE OF INSURANCE IN THE AMOUNTS SPECIFIED AND NAMING THE CITY OF EVANSTON AS AN ADDITIONAL INSURED** at the same time the contract documents are submitted.
Please make sure the vehicles you list on the insurance certificate match the vehicles listed on the contract document. Be sure to include the vehicle(s) license tag number, year, make and size on your contract as well as on your insurance certificate.

You must return the documents to:

City of Evanston  
Lorraine H. Morton Civic Center  
Purchasing Division, Room 4200  
2100 Ridge Avenue  
Evanston, IL 60201

**By no later than 4:00 P.M., November 1, 2018**

We can only place the first twenty-five towing vehicles on retainer. Responsive Evanston towing companies that respond by the deadline will be given priority. Contracts will be counter-signed and returned to Contractors for the first twenty-five vehicles. All others, thereafter, cannot be considered for the retainer program, but will be considered for participation, if needed in the program.

If you have any questions about the program you may contact me directly at (847) 866-2935.

Sincerely,

Tammi Nunez  
Purchasing Manager

TN/lt

Enclosure

*Note: In order to give each contractor an opportunity to participate in the program we are limiting the number of vehicles to three (3) per contractor.*
INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
THE CITY OF EVANSTON AND ____________________________

This Independent Contractor Agreement ("Contract") is made and entered into by and between the CITY OF EVANSTON, an Illinois home rule municipal corporation ("City"), and ____________________________ ("Independent Contractor" or "Vendor"). The City and the Independent Contractor shall be referred to herein collectively as the "Parties."

WHEREAS, the City desires to employ the services of the Independent Contractor for the purpose of towing vehicles during snow emergencies (the "Project"); and

WHEREAS, both the City and the Independent Contractor believe that a written contract is necessary to specifically describe their relationship, to serve as the basis of effective communication between them, and to describe the terms and conditions of contractor services;

NOW, THEREFORE, the City and the Independent Contractor agree as follows:

1) **Services.** The City hereby contracts with the Independent Contractor to perform such functions and services described below in this paragraph. The City recognizes that the method(s) used to perform such services is/are in the discretion of the Independent Contractor. The Independent Contractor’s objectives for the Project are set forth in Appendix A of this Contract, attached hereto and incorporated herein by reference.

2) **Term.** The City retains the Independent Contractor for the term set forth in Appendix A. Following completion of the Project, this Contract shall terminate.

3) **Payment for Services.** The City agrees to pay the Independent Contractor for his/her services rendered at a rate set forth in Appendix A, to a total not to exceed any maximum amount set forth in Appendix A. Unless otherwise provided in Appendix A, payment shall be preceded by an invoice from the Independent Contractor and after completion of the Project, which the City shall then pay in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., terms and conditions.

4) **Relationship.** The Independent Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The Parties to this Contract recognize that this Contract does not create any actual or apparent agency, partnership, or employment relationship between the Parties. The Independent Contractor is not authorized to enter into or commit the City to any agreements, without the prior written consent of the City Manager or his/her designee. The City acknowledges and agrees that the Independent Contractor may have other clients to which he/she performs other services and the Independent Contractor is not exclusively working for the City services and the Independent Contractor is not exclusively working for the City within the aforementioned Term.
5) **Benefits.** Further, the Independent Contractor shall not be entitled to participate in any of the City’s benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract. The City shall not be liable for taxes, Worker’s Compensation, unemployment insurance, employers’ liability, employer’s FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor in performing Services under this Contract. All such costs shall be Independent Contractor’s responsibility.

6) **Insurance.** Vendors are required to provide Certificates of Insurance naming the City of Evanston as an additional insured and demonstrating liability protection in the amount of $100,000/$300,000 and property damage coverage of a minimum of $50,000. *Applications will not be accepted without current certificate.* Vendor may be required to carry a City employee as a passenger in each vehicle to provide communication and report information.

7) **Retention of Funds.** Vendor hereby agrees and authorizes the City of Evanston to deduct from any amount payable to Vendor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City of Evanston for any losses, costs, liabilities, or damages suffered by the City of Evanston, and (ii) all amounts for which the City of Evanston may be liable to third parties, by reason of the Vendor’s acts or omissions in performing or failing to perform Vendor’s obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Vendor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City of Evanston may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City of Evanston to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Vendor to insure, indemnify, and protect the City of Evanston as elsewhere provided in this Agreement. **If Vendor fails to fulfill a service request by the City of Evanston within two hours of said request, Vendor agrees and authorizes the City of Evanston to deduct from the amount payable to the Vendor the value of the services which were unfulfilled.**

8) **Indemnification and Release by Vendor.** The Independent Contractor hereby fully releases and discharges the City, its officers, elected officials, agents, attorneys, contractors, and employees from any and all claims from injuries, including death, damages or loss, which may arise or which may be alleged to have arisen out of, or in connection with this Contract. The Independent Contractor agrees to indemnify the City from all judgments, payments, damages and claims relating to the performance of this Contract, including all costs, expenses and attorneys’ fees incurred by these Parties in defending against such claims, unless it is the result of willful misconduct on part of the City. 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 Independent Contractor shall be liable for the reasonable 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.

The City of Evanston will hold the Vendor harmless from claims arising from ordered towing, removals or winchouts, provided that proper connecting methods are used and intentional misconduct, willful and wanton conduct, recklessness, and negligence by Vendor in performance of this Agreement is not apparent. As an independent contractor for the City of Evanston, the Vendor recognizes and acknowledges that there are certain risks of physical injury and agrees to assume the full risk of any injuries, including death, damages, or loss which may be sustained as a result of work performed for the City of Evanston.

9) **Proprietary Rights.** In connection with the performance of Project hereunder, the Independent Contractor may be exposed to confidential and proprietary information of the City, whether or not so identified. The Independent Contractor acknowledges that he/she has no right to or interest in any and all of his/her work product produced, resulting from the services performed hereunder. Said work product shall remain the property of the City following the termination of this Contract.

10) **Default.** Unless otherwise specified in Appendix A, this Contract may be terminated: by either Party upon fifteen (15) days prior written notice if the other Party breaches or is in default of any obligation hereunder and such default has not been cured within such fifteen (15) day period.

11) **Assignment.** The Parties acknowledge and agree that this Contract cannot be assigned or transferred without the prior written consent of the other Party.

12) **Notices.** Notices pursuant to this Contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed to either Party as follows:

   City: City of Evanston
      ATTN: Purchasing Manager
      Suite 4200
      2100 Ridge Avenue
      Evanston, Illinois 60201

   Independent Contractor:

   Company or Individual’s Name

   Address

   E-mail Address

   Telephone #
Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

13) **General Provisions.**

   (a) The text herein and any attached appendices/exhibits shall constitute the entire agreement between the Parties. Any amendments or modifications to this Contract shall be in writing and bear the signatures of the duly authorized representatives of the Parties.

   (b) If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

   (c) The laws of the State of Illinois shall govern the construction, validity, performance, and enforcement of this Contract. Venue as to any action shall be the Circuit Court of Cook County.

**IN WITNESS WHEREOF,** the Parties have caused this Contract to be signed and executed on the latter of the dates below.

<table>
<thead>
<tr>
<th>CITY OF EVANSTON</th>
<th>INDEPENDENT CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By: ____________________</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: ____________________</td>
</tr>
<tr>
<td>Title: Purchasing Manager</td>
<td>Signature: ____________________</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: ____________________</td>
</tr>
</tbody>
</table>

(Company Name)

(Owner)

(Owner)
APPENDIX A

SNOW TOWING SPECIFICATIONS

PURPOSE:

To provide towing services during periods of declared snow emergencies; to relocate or impound vehicles at the direction of the Evanston Police Department; to provide towing assistance to City-owned and operated, as well as contractor, equipment engaged in various aspects of the snow removal operations.

SNOW REMOVAL PROGRAM:

After two inches (2”) of snow has fallen in the City of Evanston, the City may declare a snow route parking ban, and after four inches (4”) or more of snow has fallen, the City may declare a snow emergency and tow and relocate illegally parked cars to facilitate plowing. The City will tow and plow (1) SNOW ROUTES AT NIGHT from 2 AM to 6 AM and (2) Residential Streets during the day from 9 AM to 9 PM. During a snow emergency, towing operators will relocate illegally parked vehicles to an adjacent, already-cleared street as directed by the Evanston Police Department. Some cars may be taken to a secured lot, also as directed by the Evanston Police Department.

EQUIPMENT REQUIREMENTS:

Vendor must provide towing trucks not smaller than 1/2 ton chassis equipped with: at least one roof-mounted, amber, rotating warning light; full snow chains on the rear axle(s) or all-wheel drive; and non-abrasive lifting harness. Trucks must be equipped with "Wheel Lift" devices for the relocation of vehicles. The City reserves the right to examine each unit for safety and operating equipment prior to acceptance.

RETAINER - GUARANTEED RESPONSE:

A retainer of $450.00 will be paid for each tow truck the vendor guarantees for City use during snow emergencies (less than or equal to three (3) trucks per vendor). Trucks on retainer must respond within two (2) hours of the first call by the City and remain available until released. A truck on retainer that does not respond within two (2) hours may cause the City to seek redress for damages due to breach of contract unless the vendor provides an acceptable substitute truck. Failure to provide any acceptable truck within two (2) hours is a material breach of this contract and the City will have the right to immediately and unilaterally terminate this contract and not pay any subsequent and/or outstanding retainer installments.
The retainer will be paid in three (3) installments of $90.00 on or about December 10, 2018, $150.00 on or about January 15, 2019, and $210.00 on or about March 12, 2019. (No installment will be paid until after the Vendor returns an executed agreement with a proper certificate of insurance). The retainer will be paid, even if a snow emergency is never declared, pursuant to an executed agreement with proper certificate of insurance.

The City intends to place no more than twenty-five (25) tow trucks on retainer. Vendors who meet all requirements and submit certificates of insurance and a signed agreement will be accepted on a first-come, first-serve basis. Responsive Evanston towing companies who respond by the submittal deadline will be given priority. Towing companies, who are not on retainer, may choose to provide trucks during a snow tow operation at the same hourly rate and minimum time guarantee, their information will be kept on a separate list for participation during a snow tow operation.

**HOURLY RATES AND GUARANTEED MINIMUM:**

The fixed rate for equipment and driver is $80.00 per hour.

Vendors will be guaranteed a minimum of six (6) hours of work per vehicle upon the initial call (day or night) for each snow route parking ban or snow emergency period. Subsequent days of a snow emergency will warrant a four (4) - hour guarantee unless otherwise agreed to by the City and the vendor.

The hourly rate and minimum time guarantee is paid over and above the retainer.

**SUBCONTRACTORS:**

Vendor may not subcontract equipment without first obtaining written permission from the City and only after providing proof of insurance as specified in this Agreement.

**DRIVERS OF ALL VENDOR VEHICLES ARE REQUIRED TO BE PROPERLY LICENSED AND TRAINED BY THE VENDOR OR OTHER QUALIFIED PERSON BEFORE OPERATING TOW VEHICLES FOR THE CITY OF EVANSTON.**

**CONTRACT TERM:**

The Trucks placed on retainer by the City of Evanston must be available until April 30, 2019 in accordance with the terms and conditions of this specification.
**AGREEMENT:**

In accordance with the above specifications, I hereby guarantee that _____________ (number of truck(s)) will respond when called by the City, and I accept the retainer, hourly rate, and minimum work times as consideration for that guarantee. The tow trucks covered by retainer are listed below. I have also listed other trucks which may substitute for those on retainer or be used in addition to those on retainer. (Utilization will be at the discretion of the City of Evanston) *Note: Maximum of three (3) trucks per contractor.

**VEHICLES GUARANTEED BY RETAINER:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Size</th>
<th>License Tag Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
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</table>

**OTHER VEHICLES WHICH MAY BE UTILIZED:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Size</th>
<th>License Tag Number</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
### EMERGENCY CONTACT NUMBERS

<table>
<thead>
<tr>
<th>Time</th>
<th>Telephone</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nights:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sunday:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### COMPANY MAILING ADDRESS:

Firm Name: __________________________________

Street Address: __________________________________

City, State, Zip: __________________________________

Attention: __________________________________

Email Address: __________________________________

### ADDITIONAL INFORMATION

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
VENDOR REGISTRATION FORM

| □ Initial | □ Name/Address Change | □ Add Commodities | □ Delete Commodities |

Name and Title (Please Print): ____________________________________________________________

Signature of owner or authorized designee: _________________________________________________

Company Name

Mailing Address (Street, City, State, Zip Code)

Mailing Address for payments if different from above

Telephone Number (please include area code) Fax Number (please include area code)

E-mail: Web Address:

Type of Firm
- □ Manufacturer
- □ Distributor
- □ Service: __________
- □ Other: __________

Organizational Information:

Type of Ownership:
- □ Sole Proprietor
- □ Partnership
- □ Corporation

FEIN or Social Security Number:

President/Owner/Partner

Secretary

Treasurer

Bidding/Quote Contact (Name and Title)

Telephone Number (please include area code)

Person authorized to sign bids, offers and contracts (Name and title)

Telephone Number (please include area code)

Person to contact regarding invoice payment issues (Name and title)

Telephone Number (please include area code)

Commodity Code 13
Memorandum

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

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

Subject: Award Contract for Athletics Program – RFP #18-46

Date: November 12, 2018

Recommended Action:
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.

Funding Source:
Revenue from program registrations are deposited into General Fund Accounts 100.30.3035.53565 and 100.30.3030.53565 and instruction expenses are paid from 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 already in place by the City and is based on the following percentages of resident rate revenues collected from program registrations:

<table>
<thead>
<tr>
<th>Program</th>
<th>Percentage of Revenue to Vendor</th>
<th>Percentage of Revenue to City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Camps and Classes</td>
<td>70%</td>
<td>30%</td>
</tr>
</tbody>
</table>

The vendor and city have the mutual option to agree on a new minimum fee per class each fiscal year. The revenue percentage split will remain 70/30 through the term of the entire contract.

Livability Benefits:
Health and Safety: Promote healthy, active lifestyles
Summary:
Request for Proposal 18-46 were solicited for the Athletics program in August 2018. The RFP was advertised with Pioneer Press, on the City’s website and emailed to six (6) potential vendors.

The department of Parks, Recreation and Community Services solicited vendors to run a comprehensive Athletics Program to include both classes and camps to be run at the Chandler-Newberger Community Center and Robert Crown Center with the potential to add additional programs at other facilities.

Only one proposal was submitted for instruction of the Parks, Recreation & Community Services Athletics Program.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>We Got Game, LLC</td>
<td>3553 W. Peterson Ave #106, Chicago, IL 60659</td>
</tr>
</tbody>
</table>

We Got Game, LLC offers a wide variety of fun, sports-based programs for kids. Knowledgeable and experienced coaches guide every aspect of their programs to provide proper instruction and training. We Got Game, LLC provides recreational sports programs at a variety of park districts, schools and recreation departments throughout Illinois and Ohio. We Got Game, LLC is responsible for providing qualified/certified instructors, all program equipment and determining curriculum (to be approved by PRCS staff). City staff will be responsible for processing all registration, promotion of the athletics programs/camps, coordinating use of the gym space for programs/camps and overall administration of the program.

Attachments:
Professional Services Agreement
M/W/EBE Memo
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

We Got Game, LLC
PRCS Athletics Program
RFP Number: 18-46

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 13th day of November, 2018, 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 We Got Game, LLC with offices located at 3553 W. Peterson Ave # 106, Chicago, IL (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 $25,000.00.

I. COMMENCEMENT DATE

Consultant shall commence the Services on January 1, 2019 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, 2021. 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. # 18-46 (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 by 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, 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. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this 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:     CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By ________________________  By:________________________
Its:  ________________________  Its:  City Manager
FEIN Number: _______________  Date:  _________________
Date:  _______________________

212 of 658
To: Lawrence C Hemmingway, Director Parks, Recreation & Community Services  
Karen Hawk, Assistant Director Community Services  

From: Tammi Nunez, Purchasing Manager  

Subject: Contract for Athletic Camps/Programs, RFP 18-46  

Date: November 12, 2018  

The goal of the Minority, Women, and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City has established a 25% M/W/EBE subcontracting participation goal for general contractors. However, the Contract for Athletic Camps/Programs, RFP 18-46, 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: Mario Treto, Jr., Deputy City Attorney

Subject: Ordinance 131-O-18, Increasing the Number of Class U Liquor Licenses for Theo Ubique Theatre, d/b/a Theo Ubique Cabaret Theatre, 721 Howard Street

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 (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, 721 Howard Street.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 131-O-18 will permit Theo Ubique Theatre, d/b/a Theo Ubique Cabaret Theatre, (“Company”) to retail sales of alcoholic liquor only to theater patrons of at least twenty-one (21) years of age for consumption on premises where live stage performances take place. Company representative Lorraine Dostal submitted application materials.

Legislative History:
At the October 31, 2018 Liquor Control Review Board meeting, Company requested consideration of application for Class U Liquor License.

Alternatives:
N/A

Attachments:
Ordinance 131-O-18
Application
Minutes of the October 31, 2018 Liquor Control Review Board meeting
AN ORDINANCE

Amending City Code Section 3-4-6-(U), to Increase the Number of Class U Liquor Licenses from One to Two
(Theo Ubique Theatre, d/b/a Theo Ubique Cabaret Theatre, 721 Howard Street)

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

SECTION 1: Class U of Table 1, Section 3-4-6 of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>U</th>
<th>Theater</th>
<th>Liquor</th>
<th>None</th>
<th>$500</th>
<th>$500</th>
<th>24</th>
<th>Not in Public Buildings</th>
<th>2 hours before performance, during intermission, and 2 hours after performance</th>
</tr>
</thead>
</table>

SECTION 2: Subsection 3-4-6-(U) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class U liquor licenses from one (1) to two (2) to read as follows:

(U) Class U licenses, which shall authorize the sale of alcoholic liquor for consumption on the premises where served, limited to patrons of a theater presenting live stage performances during a period limited to two (2) hours prior to the start of the performance, during intermission(s), and two (2) hours after the end of the performance. The sale of alcoholic liquor is prohibited in theaters located in public buildings.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be five hundred dollars ($500.00).
The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be five hundred twenty-five dollars ($525.00).

No more than two (2) such license(s) shall be in force at any one (1) time.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 5:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018  Approved: 

Adopted: _________________, 2018  ____________________________, 2018

________________________________________
Stephen H. Hagerty, Mayor
Attest: _________________________________
Devon Reid, City Clerk

Approved as to form: ________________________________
Michelle L. Masoncup, Corporation Counsel
# City of Evanston

## Application for Liquor License

<table>
<thead>
<tr>
<th>Date:</th>
<th>New business</th>
<th>Liquor Class:</th>
<th>Initial license Fee:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1. APPLICANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Corporation name:</td>
</tr>
<tr>
<td>B. Business name:</td>
</tr>
<tr>
<td>C. Previous business name (if dba changed):</td>
</tr>
<tr>
<td>D. Business address (city, state, zip code):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. BUSINESS ESTABLISHMENT LOCATION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Address applying for liquor license (exact street address):</td>
</tr>
<tr>
<td>B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):</td>
</tr>
<tr>
<td>C. Is the business required to be located within the &quot;Retail Package Store Area&quot;?</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>If yes, is it located within the &quot;Retail Package Store Area&quot;?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. BUSINESS TYPE &amp; LIQUOR SERVICE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Business type:</td>
</tr>
<tr>
<td>☐ Restaurant</td>
</tr>
<tr>
<td>☐ Craft Distillery</td>
</tr>
<tr>
<td>Describe the nature of the business / kind of business:</td>
</tr>
<tr>
<td>Performing Arts</td>
</tr>
<tr>
<td>Liquor to be served and/or sold:</td>
</tr>
<tr>
<td>☑ Alcoholic liquor</td>
</tr>
<tr>
<td>Days and times liquor is served:</td>
</tr>
<tr>
<td>☑ Sunday to</td>
</tr>
<tr>
<td>☑ Thursday to</td>
</tr>
<tr>
<td>☑ Sat 12pm-1am</td>
</tr>
<tr>
<td>☑ Wine only</td>
</tr>
<tr>
<td>☑ Over the counter</td>
</tr>
<tr>
<td>Liquor will served or sold by:</td>
</tr>
<tr>
<td>☑ Glass</td>
</tr>
</tbody>
</table>
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.  
   x yes   no

B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   x 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?  
   x yes   no

D. How many tables are or will be in the restaurant? 20  What is the seating capacity? 56 (PLUS 30 NOW DOWN)

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. VARIETY BY SITTING

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?  
   12-01-2018

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.  
   x yes   no

B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?  
   x 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?  
   x yes   no

D. Does the hotel have at least 50 regular rooms for transients?  
   x 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?  
   x 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.  
   x yes   no

B. Is the package store premises located in the "retail package store area" as defined by the attached map?  
   x 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?  
   x yes   no

D. Has the applicant reviewed the Liquor Code definition of a "package store"?  
   x yes   no

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is "No," skip this section and proceed to section 8.  
   x yes   no

B. Does the grocery store premises consist of a grocery store and combination store under one roof?  
   x 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.

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?  
   x yes   no
### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></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><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>D. How many tables are or will be in the brewpub? ____ What is the seating capacity? ____</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></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><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ____ If “no” provide date when you will apply: ____</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
</tbody>
</table>

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: ____</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity? ____</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
</tbody>
</table>

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: ____</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity? ____</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></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><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ____</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td></td>
<td><img src="yes" alt="yes" /> <img src="no" alt="no" /></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 you 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? 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? ______ to ______ 12-01-2018 to 11-30-2028

D. What is the name of the Landlord? ______ CITY OF EVANSTON

E. What is the address of the Landlord? (please include city, state, and zip code.) ______
2100 RIDGE AVENUE 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: ______
□ 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>
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]

[Secretary]
Board of Directors
Lorraine Dostal

[Date]
10-11-2018
City of Evanston
Liquor License Application

AFFIDAVIT

State of
County of

The undersigned hereby makes application for a Class U 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.

THEO UBIQUE THEATRE

Signature of Applicant

LORRAINE DOSTAL
SECRETARY

Signature of Applicant

Subscribed and sworn to before me this 11th day of DECEMBER, 2018.

Notary Public

OFFICIAL SEAL
LINDSEY OTT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/15/19
**CORPORATE INFORMATION FORM**
(Supplement A)

**Applicants must file business with Secretary of State:**

<table>
<thead>
<tr>
<th>Name of Corporation/Partnership:</th>
<th>THEO UNIQUE THEATRE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Address:</td>
<td>1751 D W. HOWARD STREET #294 CHICAGO IL 60626</td>
</tr>
<tr>
<td>Corporate Ph #:</td>
<td>773-347-1189</td>
</tr>
</tbody>
</table>

**Business Status:**

<table>
<thead>
<tr>
<th>Date Corporation/Partnership was Organized:</th>
<th>1-22-2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Articles of Incorporation/Organization filed:</td>
<td>ILLINOIS  NOT FOR PROFIT CORP 2-19-2004</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State:</td>
<td>2-19-2004</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was issued by Secretary of State:</td>
<td>7-04-2018</td>
</tr>
<tr>
<td>Are there any amendments to Articles of Incorporation? (If yes, provide date filed)</td>
<td>No</td>
</tr>
</tbody>
</table>

**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></td>
<td></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: Not Applicable

What is the objective of Corporation? THEATER COMPANY

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? Yes No

City of Evanston Liquor License Application (Rev. 03/05/2015) Supp. A/Cord Info: Page 7 of 15
THEO UBIQUE

BOARD CONTACT LIST

Farrel Hope Wilson — [Redacted] cell

David Heimann — [Redacted]

Richard P Moran — [Redacted] land line

Lorraine Dostal — [Redacted] land line

Fred Anzevino — [Redacted]

Jean Klingenstein — [Redacted]

Sarah Meyer — [Redacted]

Jeremy Ramey — [Redacted]

Sue Suchy — [Redacted]

Joslyn Jones — [Redacted]

Adam Webster — [Redacted]

1-14-2018
ARTICLES OF INCORPORATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62706
Telephone (217) 782-9522
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.

Filed: 2/19/2004
Jesse White Secretary of State File # 8337-660-4 Filing Fee: $ 50.00 Approved JR

Submit in duplicate Type or Print clearly in black ink Do not write above this line

Article 1. The name of the corporation is: THEO UBIQUE THEATRE

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent MATT YDE
First Name
Middle Name
Last Name

Registered Office 6559 N. Lakewood Ave., Second Floor
Number Street
City
County
ZIP Code

Article 3: The initial Board of Directors shall be 3 in number, their names and addresses being as follows:

<table>
<thead>
<tr>
<th>Directors Name</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fred Anzevino</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matt Yde</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beverle Blach</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Article 4. The purposes for which the corporation is organized are:

The Corporation is organized to operate exclusively for charitable and educational purposes (but not including the operation of a full secondary educational institution or a vocational school) within the meaning of Section 501(c)(3) of the Internal Revenue Code (or corresponding provision of any future United States Internal Revenue Law) and, more specifically to establish and maintain an ensemble acting company; to write, edit, produce, finance, direct, perform and publish plays and other works in all mediums.

(over)
Article 4. (continued)

Is this corporation a Condominium Association as established under the Condominium Property Act?
☐ Yes ☐ No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?
☐ Yes ☐ No (Check one)

Is this corporation a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?
☐ Yes ☐ No

Article 5. Other provisions (please use separate page if additional space is needed):

SEE ATTACHED

Article 6. NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JANUARY 22, 2004

SIGNATURES AND NAMES

1. Signature
   Fred Anzavino
   Name (please print)

2. Signature
   Matt Yde
   Name (please print)

3. Signature
   Beverle Bloch
   Name (please print)

4. Signature
   Name (please print)

5. Signature
   Name (please print)

POST OFFICE ADDRESS

1. City/Town State ZIP

2. City/Town State ZIP

3. City/Town State ZIP

4. Street
    City/Town State ZIP

5. Street
    City/Town State ZIP

(Signatures must be in BLACK INK on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the duplicate copy.)

• If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.

• The registered agent cannot be the corporation itself.

• The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.

• The registered office may be, but need not be, the same as its principal office.

• A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS – USE WHITE PAPER – SIZE 8 1/2 x 11
5. Other provisions:

(A) In no event shall any part of the net earnings of the Corporation inure to the benefit of, or be distributable to, its Directors or officers or to other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

(B) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

(C) Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law) or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).

(D) Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law), as the Board of Directors shall determine; provided, however, that should the Board of Directors fail to agree upon a distribution then the assets shall escheat to the State of Illinois for public purposes.
STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62766
217-782-3547
www.cyberdriv伊利诺伊州.com

Remit payment in the form of a
check or money order payable
to Secretary of State.

File # 83376504 Filing Fee: $5 Approved: SG

Submit In duplicate Type or Print clearly In black ink Do not write above this line

1. Corporate Name: Theo Ubique Theatre Company

2. State or Country of Incorporation: ILLINOIS

3. Name and Address of Registered Agent and Registered Office as they appear on the records of the Office of the Secretary of State (before change):

Registered Agent FRED J. ANZEVINO

Registered Office 1454 W. FARGO #3C

CHICAGO IL 60626 COOK

4. Name and Address of Registered Agent and Registered Office after all changes herein are reported:

Registered Agent FRED J. ANZEVINO

Registered Office 1331 W. FARGO #2N

CHICAGO IL 60626 COOK

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: (check one box only)
   a. □ Resolution duly adopted by the board of directors. (See Note 5 on reverse.)
   b. X Action of the registered agent. (See Note 6 on reverse.)

SEE REVERSE FOR SIGNATURE(S).

Printed by authority of the State of Illinois. August 2006 - G321.2

229 of 658
7. If authorized by the board of directors, sign here. (See Note 5 below.)
The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated ___________________________ Month & Day ___________________________ Year ___________________________

Any Authorized Officer's Signature

Name and Title (type or print)

If change of registered office by registered agent, sign here. (See Note 6 below.)
The undersigned, under penalties of perjury, affirms that the facts stated herein are true and correct.

Dated ___________________________ Month & Day ___________________________ Year ___________________________

Signature of Registered Agent of Record

Name (type or print)

If Registered Agent is a corporation,
Name and Title of officer who is signing on its behalf.

NOTES

1. The registered office may, but need not be, the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.

2. The registered office must include a street or road address (P.O. Box alone is unacceptable).

3. A corporation cannot act as its own registered agent.

4. If the registered office is changed from one county to another, the corporation must file with the Recorder of Deeds of the new county a certified copy of the Articles of Incorporation and a certified copy of the Statement of Change of Registered Office. Such certified copies may be obtained ONLY from the Secretary of State.

5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must be signed by a duly authorized officer.

6. The registered agent may report a change of the registered office of the corporation for which he/she is a registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.
Theo Ubique began producing in 1997, first at the Heartland Studio Theatre, and then in 2004, at Michael James's No Exit Café, where it began focusing on musicals and revues, reigniting the cabaret theatre trend in Chicago. Since then, Theo Ubique has produced 60 shows and received more than 50 Jeff Awards and 3 After Dark Awards. The name THEO UBIQUE (pronounced thee-oh oo-bah-kway) is a combination of Greek and Latin words reflecting the company's mission to engage actors and audience in an intimate and honest conversation with great theatrical works. Theo Ubique is a proud member of the Glenwood Arts District. For more information, visit www.theoubique.org.

BOARD OF DIRECTORS

Farrel Wilson, President
Lorraine Dostal, Secretary
Dick Moran, CPA, Treasurer
Fred Anzevino, Co-Founder/Artistic Director
David Helmman
Jean Klingenstein
Sarah L. Meyer
Jeremy Ramey
Adam Veness
Stéphane Zalatan, P.E, President Emeritus
Ald. Joe Moore, Honorary President

STAFF

Artistic Director............................................. Fred Anzevino
General Manager........................................ Adam Webster
Company Manager.................................... David Helmman
Box Office Manager.................................. Rebecca Butler
Season Sales and Audience Services............ Amy Johnson
Publicist.................................................. John Olson
Bookkeeping.............................................. Elliott Fredland

THEATRE INFORMATION

Ticket Services
800-595-4849

Information Line
773-347-1109

Mailing Address
Theo Ubique Cabaret Theatre
1751D West Howard Street, #294
Chicago, IL 60626

Online
www.theoubique.org
Check us out on Facebook!
Board of Directors

Theo Ubique is served by a eleven-member Board of Directors made up of neighborhood, civic and business leaders.

Farrel Wilson, President
Farrel Wilson is one of the founding members of Theo Ubique from way back when it was just a little theatre company producing plays, non-musicals included, and everybody was saying "Theo UbWhat?" Farrel has always been in awe of the talents her dear friend, Fred Anzenvino, brings to the intimate, cabaret stage.

Originally from Connecticut, Farrel came to Chicago by way of Louisiana (living there approximately 10 years) ultimately receiving an MFA in performance from the DePaul Theatre School. She has performed throughout the Chicago area with Theo Ubique and other Chicago theatres, as well as writing and performing autobiographical monologues. In addition to acting, Farrel is fulfilled by painting, writing, and teaching yoga. Raising her son who now attends the University of Connecticut has been her greatest joy, while being happily married to Phil Marienthal -- well known restauranteur, (Blue Mesa, Guild Hall, Lady Gregory's) and son of George Marienthal (Mayor of Rush Street, who owned Mr. Kelly's back in the 1950s and '60s).

Farrel says, "It has been such a thrill to be a part of TJU's growth, sometimes as a performer and sometimes as a patron. After all these years, it is an honor to become a board member and offer the skills, ideas, concepts, and energy that may be of help to Theo Ubique as it seeks to grow, while remaining an essential, well loved part of the Greater Chicago community."

David Heimann, Vice President
David Heimann, M.Div., has been with Theo Ubique Theatre Company since performing in "A Kurt Weill Review: Songs of Love and War" in 2003. He holds a Bachelor of Music in Music Theatre Performance from Catholic University of America and a Masters of Divinity from Loyola University, Chicago. He works at St. Isidore Parish in Bloomingdale, IL as the Director of Youth Ministry, administering youth development programs for over 400 youth weekly. He founded and is director of Ad Somatis, a non-profit organization focusing on global solidarity education, setting up relationships between schools and churches across the globe. Through Ad Somatis, he completed a pilgrimage to 365 churches in 365 days through 36 countries in the developing world, working directly with communities across the globe to address the needs of HIV/AIDS, poverty, youth development, and more. David also serves on the National Committee of the Order of the Arrow in the Boy Scouts of America, serving as their coordinator for National Conference and National Jamboree Theatrical Events.

Lorraine Dostal, Secretary
Lorraine Dostal retired from Northwestern University's Investment Department in 2013, where she served for 30 years. most recently in the position as cash manager, fixed income manager and coordinator of gifts of securities for Northwestern's Endowment Fund. She also has served on the Board of the Rogers Park Community Council, the Rogers Park Community Development Corporation and her condo association. She received an accounting and economics degree from the University of Illinois, MBA from Northwestern in finance and accounting, paralegal certificate from Roosevelt University and completing PhD courses in economics at Northwestern University.

Dick Moran, Treasurer
Richard (Dick) Moran, a life-long Rogers Park resident, is a public accountant and primarily counsels small business, professional practices and individual clients. He currently serves as Treasurer for the Rogers Park Community Council and Rogers Park Community Development Corporation in addition to previously serving as Treasurer of several not-for-profit organizations. He received his MBA from the University of Chicago and is a member of the American Institute of Certified Public Accountants, Illinois CPA Society, National Association of Certified Valuation Analysts and Association for Computing Machinery.

Fred Anzenvino, Artistic Director
Fred Anzenvino (Co-Founder/Artistic Director) hails from the "biggest little state in the union" Rhode Island! A graduate from Rhode Island College, he also studied at the American Academy of Dramatic Arts/NYC and the George Washington University's MFA acting program! As a performer he performed in a National Tour of Roger Miller's Tony Award-winning Musical "Big River." Fred has produced/directed several critically acclaimed productions winning four Director (non equity) Jeff Awards for his staging of "Cabaret," "Evita," "Chess" and "The Light in the Piazza." He Co-created "Jaques Brel's Lonesome Lovers of the Night" with Arnold Johnson and Joshua Stephen Kartes. A Chicago Rogers Park resident, Fred is committed to bringing quality professional theatre to his community believing that the arts are a valuable and essential aspect of our lives!

Jean Klingenstein, Director
Jean Klingenstein, a native New Yorker, born in Manhattan and raised on Broadway musicals, moved to Chicago in 1964 to pursue a Master's Degree in Social Work. Never looking back, she worked for 41 years as a Medical Social Worker, retiring in 2007. She is convinced that Chicago is no "Second City" when it comes to the world of the theatre. And with few legal or financial or artistic credentials to offer she serves as an enthusiastic consumer voice on our Board.

Sarah L. Meyer, Director
Sarah Meyer grew up in Milwaukee, WI, where her love of performing arts dates back to her own participation in high school musicals and swing choir and as song leader and cantor at the church in which she grew up. In more recent times, Sarah sang in a barbershop chorus and quartet in Chicago and, if lucky, friends are still kind enough to drag her voice along in a folk jam. Today, she is Senior Scientist for O'Brien & Gere Engineers, Inc., a consulting and engineering firm in Chicago and most of her music appreciation is realized by attending concerts, recitals, and musical productions.
Sarah served on the Evening Associates Board of Directors for the Art Institute of Chicago (named the 2015 Associate Board of the Year by Young Nonprofit Professionals Network of Chicago) from 2011-2017 and brings her energy and board experience to Thec Ubique, of which she has been a proper proponent and patron for many years.

Jeremy Ramey, Director
Jeremy Ramey is a concert pianist, conductor and music director based in Chicago. He was awarded the non-equity Jeff Award for music direction for his work on Theo Ubique’s “Light in the Piazza” in 2012 and again in 2013 for the company’s “Smokey Joe’s Cafe.” Some of his favorite music directing projects include “Altar Boyz” at Downtown Drury Lane, “Hats!” with Grammy award winner Melissa Manchester and Tony-nominated director Lynn Taylor-Corbett, “Forever Plaid” at Drury Lane Oakbrook and “C’est la Vie” at Light Opera Works. Jeremy was also the music director for both the world premiere and Wisconsin premiere of “Adding Machine.” He received his training in piano performance at Rhodes College, Northwestern University and The Juilliard School of Music. He has taught at Northwestern University, Columbia College, Loyola University and the University of Memphis. He is also the music director at Unity Church on the Northshore in Evanston, Illinois.

Susan M. (Sue) Suchy, Director
Sue Suchy is a native Chicagoan who was bitten by the Broadway bug as a child during her church’s annual fundraiser “Way Off Broadway.” She has been humming show tunes ever since! Sue is a CPA who received her degree in accounting from Saint Mary’s College in Notre Dame, IN and her MBA in finance from DePaul University. Throughout her career she has worked in the U.S. and overseas for multi-national law firms in financial and operational capacities. Today she is the Office Administrator for the Chicago office of Jones Day where she manages daily office operations. Sue has previously been a volunteer docent with the Chicago Architecture Foundation and a Big Sister with the Big Brothers Big Sisters of Metropolitan Chicago.

Stéphane Zalatan, P.E., Emeritus
Stéphane Zalatan was born and raised in Montreal, Québec, and is currently residing in Boston as a Senior Account Executive with Arkema, a French entity based in Paris. Prior to that, he called Chicago’s Rogers Park neighborhood home having been here for more than 10 years, when he served as President of Theo’s Board of Directors. Stephane is primarily responsible for product development and commercial agreements for the company’s top North American based customers. He has also dabbled in the service industry having owned a 65-seat restaurant with full bar within a quaint 9-room country inn just a short distant from the Mont Tremolent, Québec ski area. Within that setting he was responsible for menu development, booking entertainment and the general financial well being of the enterprise.

Stéphane received a Bachelor of Engineering degree from McGill University in Montreal and an MBA, with Distinction, from Keller Graduate School in Chicago. He is a member of the Québec Order of Engineers. Stéphane fell in love with theatre after being cast as the Artful Dodger in his high school production of Oliver Twist.
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

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 5 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR THEO UBIQUE THEATRE.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of APRIL A.D. 2011.

Jesse White
SECRETARY OF STATE
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 THEO UBIQUE THEATRE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 19, 2004, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 4TH day of JULY A.D. 2018.

Jesse White
SECRETARY OF STATE
Date: 10/09/2018

Bond Number: 2396067

GUY VITI INSURANCE AGENCY INC
445 SHERIDAN ROAD
HIGHWOOD, IL 60040

PRINCIPAL INFORMATION:
Theo Ubique Cabaret
1751 W Howard St Unit D
Chicago, IL 60626-1645
Billing Address - if blank, see Principal above:

Obligee Information:
City of Evanston
2100 Ridge Ave
Evanston, IL 60201-2716

WB Index: NLD 2396067 0
Bond Eff Date: 10/09/2018
Bond Exp Date: 10/09/2019

Bond Type: Alcoholic Liquor
Work Description: City of Evanston Dealer in Alcoholic Liquors

Current Bond Limit: $ 2,500.00
Previous Bond Limit: $ 0
Bond Premium: $ 50.00
Premium Change: $ 0.00

THIS IS NOT AN INVOICE

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

P.O. Box 620976 | Middleton, WI 53562 | Phone: 888-999-1234 | Fax: 888-999-1234 | www.thesilverlining.com
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS PRODUCED SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. IT MAY BE ISSUED OR MAY PERTAIN TO THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED IN THIS CERTIFICATE. IT MAY BE ISSUED WITHOUT CONSIDERATION OR ANY FORM OF ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENTS.

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).

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<tr>
<th>PRODUCER</th>
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<th>HOUSE ACCOUNT</th>
<th>PHONE</th>
<th>FAX</th>
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<tbody>
<tr>
<td>Guy Vd Insurance</td>
<td>(847) 432-1000</td>
<td>(847) 433-6856</td>
<td></td>
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<tr>
<td>445 Sheridan Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highwood</td>
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<tr>
<td>1751D West Howard Street #294</td>
<td>INSURER C:</td>
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<td>Chicago</td>
<td>INSURER D:</td>
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<tr>
<td>IL 60626</td>
<td>INSURER E:</td>
<td></td>
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<tr>
<td></td>
<td>INSURER F:</td>
<td></td>
</tr>
</tbody>
</table>

COVERAGES

CERTIFICATE NUMBER: 18-19 MASTER

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>
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<tr>
<th>INSA</th>
<th>LIMIT</th>
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</table>

A | Liquor Liability | TBD | 10/10/2018 | 10/10/2019 | Each Common Cause $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
City of Evanston is an Additional Insured with respect to Liquor Liability pursuant to City of Evanston code section 3-4-4.

CERTIFICATE HOLDER

City of Evanston
2100 Ridge Ave.
Evanston IL 60201-2716

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THEO UBIQUE CABARET THEATRE

SAMPLE MENU for illustration – menu changes with each theater production

The Full Monty (Dec 7 2018 to Jan 27 2019)
   Appetizer/soup – split pea soup
   Entrée – Bangers (sausage) & mash with mixed veg
   Dessert – custard/apple compote

The Bridges of Madison County (March 8-April 21 2019)
   Appetizer/soup – mixed green salad
   Entrée – meatloaf with mashed potato and green beans
   Dessert – apple pie

Hedwig & the Angry Inch (June 14-July 28 2019)
   Appetizer/soup – beef barley soup
   Entrée – chicken cutlet with egg noodles and broccoli
   Dessert – chocolate pudding & cookie

Note: Theo Ubique offers a "vegetarian option" for each theater production
Letter of Certification

THEO UBIQUE THEATRE
1751D W HOWARD ST STE 294
CHICAGO IL 60626-1626

October 10, 2018
Letter ID: L2007355232
Account ID:

Dear Taxpayer:

We have registered you as a retail business and your Account ID is [REDACTED]. You may use this letter as certification that you are authorized to do business in Illinois under the Retailers’ Occupation Tax Act.

If you have any questions, please write us or call our Springfield office weekdays between 8 a.m. and 5 p.m. Our address and telephone number are below.

CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030

217-785-3707
217-785-6013 fax
LEASE

between

Theo Ubique Theatre
an Illinois not-for-profit corporation
as Tenant

and

CITY OF EVANSTON
An Illinois municipal corporation,
as Landlord

721 Howard Street

EVANSTON, ILLINOIS 60202
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LEASE

THIS LEASE AGREEMENT is made by and between CITY OF EVANSTON ("Landlord"), an Illinois municipal corporation and THEO UBIQUE, an Illinois not-for-profit corporation ("Tenant"). The parties entered into a memorandum of understanding ("MOU") dated January 5, 2017 which outlined the terms for a lease agreement and fundraising obligations. This Lease is the fully negotiated agreement between the parties and must be the governing document following execution.

WITNESSETH:

1. PROPERTY

(a) Property. Landlord is the fee simple owner of certain real property at 721-723 Howard Street, Evanston, Illinois 60202, legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”). The Property has a total of approximately 5,001 square feet of land, improved with a 3,545 square foot one story building (“Building”). Landlord does hereby lease the Premises to Tenant, for Tenant’s exclusive use and control, together with all appurtenances thereto, pursuant to the terms and conditions of this Lease. During this Lease Term, the Property and Building will be collectively referred to as “Premises”.

(b) Parking. This Lease does not include the exclusive use of any on-street parking. There are 5 (five) parking spaces in the back of the Building off of the alley for Tenant’s exclusive use for employee parking and loading space. Tenant is responsible for enforcing the exclusive use of the Parking spaces and contacting a tow company, if appropriate.

2. TERM

(a) Primary Term. Subject to the provisions of this Lease, the “Primary Term” must be for 10 years (120 months) and must commence on the ___ day of _______ 2018 (“Commencement Date”) and must end at 11:59 p.m. on the ___ day of _______ 2028, except as otherwise terminated as provided herein. The Term will commence on issuance of Temporary Certificate of Occupancy and Tenant is permitted to occupy the Premises following construction. Therefore, the Term dates will be filled in at a later date.

(b) Extended Lease Terms. Provided Tenant is not otherwise in default beyond any applicable cure period, replaced or otherwise amended such that Tenant is still permitted to conduct the Permitted Use from the Premises, Tenant is granted four (4) options (individually, a “Lease Extension Option”), for successive periods of five (5) years each (each an “Extension Term”) upon the same terms, covenants and conditions as herein provided. Each Lease Extension Option must be exercised by Tenant delivering to Landlord written notice of such election, not less than one hundred twenty (120) days prior to the expiration of the then current term. The exercise by Tenant of any one Lease Extension Option must not be deemed to impose upon Tenant any duty or obligation to renew for any further period of time, and that the exercise of any Lease Extension Option must be effective only upon the giving of notice of extension in accordance with the foregoing provisions. The Primary Term together with any Extension Term(s) is referred to herein collectively as the “Term”.

3
(c) **Option to Purchase.**

(i) **Option to Purchase.** Tenant initially is a Tenant of the Property which is owned by Landlord. As such, Tenant's monthly payments are rental payments and will not be applied to the Purchase Price if Tenant exercises the option to purchase described herein. Tenant has an option to purchase the Building and the Property at end of the twentieth (20th) year of the Lease, so long as the Tenant is in compliance with the terms of this Agreement at the end of the Primary Term and at any time during any Extension Terms (the "Option to Purchase"). Tenant must submit written notification to Landlord that it intends to exercise the Option to Purchase within one year prior to the end of the Extension Terms (beginning of 19th year). The provisions of this Lease relating to waiver of claims arising under Environmental Laws (§27(d)) shall be a condition of purchase and shall survive closing.

(ii) **Purchase Price.** The purchase price of the Building will be a negotiated price between the Parties, with each Party relying on its own research and valuations, including appraisal(s) of the Building and Property. If the Parties cannot agree upon a purchase price, then: (a) each Party shall select its own appraiser; (b) the Parties’ appraisers shall select a third appraiser; (c) each of the three appraisers shall render an appraisal of the fair market value of the combined Building and Property; and (d) the purchase price will be the middle appraised fair market value minus 10%, to account for the value that Tenant invested in the Property after 20 years of tenancy and the tenant must not be in default of any major lease terms. A closing will occur upon the Parties executing a purchase and sale contract ("Building and Property Purchase Agreement") and the subsequent payment of the Purchase Price at a Closing. Tenant will not be given credit towards the purchase price for the rental payments made to Landlord.

(iii) **Delinquencies.** Should the Tenant have incurred delinquencies in paying rent with Landlord, the Tenant must pay-off those delinquencies prior to any offer to exercise its Option to Purchase.

(iv) **No Obligation to Purchase.** Tenant is under no obligation to purchase the Building and has the right to continue under the terms of this Agreement as Tenant/renter for the balance of the Term. However, if the Tenant fails to exercise the option at the conclusion of the Primary Term or any Extension Term, the Option to Purchase must expire.

(v) **Sale to Third Parties.** If Landlord sells the Property to a third party which has no legal affiliation to the Tenant, as a condition of sale, the new purchaser agrees to be bound by the terms of this Agreement and must have no right to evict Tenant, to vary the terms of this Agreement or to terminate this Lease under any terms other than those contained herein. The third party must stand in the shoes of Landlord and must honor all obligations of Landlord and all rights of Tenant as provided for herein.

(c) Should Tenant not exercise its Option to Purchase, then Tenant may remove from the Property any non-fixed improvements materials, equipment, mechanics, appliances, and machinery related to the operation of theatre, but must not include the removal of a HVAC unit. Prior to the removal, the Landlord must review the list of items subject to the removal to ensure that the list does not include any items which are affixed to the Property.
3. **RENT**

(a) **Fixed Minimum Rent.** Commencing **30 days** after the first date of Tenant’s first production at the Premises (“Rent Commencement Date”), and subject to the terms of this Lease, Tenant agrees to pay to Landlord for lease of the Premises: (i) Fixed Minimum Rent (herein so called) described below; and (ii) all other charges due from Tenant to Landlord hereunder as “Additional Rent” (herein so called).

(i) **Initial Fixed Minimum Rent.** The term “Lease Year,” as hereinafter used, refers to each successive twelve-month period beginning with the Rent Commencement Date. For Lease Years One, Two, and Three, Tenant must pay to Landlord the sum of Forty-Two Thousand ($42,000) per year in monthly installments of Three Thousand Five Hundred no/100 Dollars ($3,500). For Lease Years Four and Five, Tenant must pay to Landlord the sum of Fifty-Four Thousand ($54,000) in monthly installments of Four Thousand Five Hundred no/100 Dollars ($4,500). For every subsequent Lease Year, the annual rent shall be increased in an amount equal to the Consumer Price Index for that Lease Year. The rent specified in this paragraph 3(a)(i) as adjusted pursuant to paragraph 3(a)(ii) below must be deemed “Fixed Minimum Rent” for purposes of this Lease.

(ii) **Fixed Minimum Rent Adjustments.** The Fixed Minimum Rent set forth in Section 3(a)(i) above must be adjusted at the beginning of each year during the Primary Term and during the Extension Term years, if applicable, in an amount equal to the Consumer Price Index for that year. No event must adjustments be made based on Tenant’s improvement of the Property.

(iii) **Late Fee and Interest.** In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant also owes Landlord a late fee of $25 per day. In addition, interest must accrue on all past due sums at an annual rate equal to the lesser of six percent (6.0%) per month and the maximum legal rate. Such interest must also be deemed Additional Rent.

(b) **Time and Place of Payment.** Tenant must pay to Landlord Fixed Minimum Rent in advance, in equal monthly installments, and without prior notice, setoff (unless otherwise expressly permitted herein) or demand, except as otherwise specifically provided herein, on or before the fifth (5th) day of each calendar month during the Term hereof to:

City of Evanston  
Attn: Finance Division  
2100 Ridge Avenue, Room 4500  
Evanston, IL 60201

4. **CONSTRUCTION**

(a) **Landlord Improvements:** Landlord shall construct all renovations as depicted in the site plan attached as Exhibit B (the “Project”). The parties agree that certain improvements to Property are necessary to bring the property to a “Vanilla Box” standard for a theatre, including updating the masonry, electrical system, HVAC system, and plumbing.
(i) The Parties estimate the total cost of landlord improvements at $1,756,058 (One Million Seven Hundred Fifty-Six Thousand Fifty-Eight and no/100 Dollars) ("Project Cost"). Tenant’s portion of the Project Cost is $204,000 as more fully detailed in Section 12(b) below. The Project Budget is attached as Exhibit C.

(ii) Subject to the availability of funding, Landlord expects to commence construction in January 2018 and deliver the Property for Tenant to occupy on December 1, 2018. The build-out will include construction of the following major uses that include theatre, prep kitchen, and basement space as follows:

- 3,663 square feet of main stage theatre space, including dressing room area, restrooms, warming kitchen, and bar area (at-grade);
- 750 square feet of basement space;

(iii) The Parties hereby acknowledge the construction of the Project improvements by the City and selects the City, and its contractors and subcontractors, to construct or cause the construction of the Howard Street Theatre in accordance with the Floor Plan and this Lease. The Project improvements shall be performed in accordance with all applicable laws, ordinances, rules and regulations.

(iv) The Project improvements will be performed with a contract between the City and the City’s contractors; Theo Ubique will not be a party to the construction contract(s). Theo Ubique acknowledges and agrees that City’s plans for Project improvements to the Property, as set forth in the Concept Floor Plan have been submitted to and approved by Theo Ubique. Theo Ubique may further review and suggest reasonable modifications to the Site Plan and provide comment and direction subject to the funding contemplated in this agreement. The Project improvements includes updates to the electrical, plumbing, HVAC, roof, and foundation to meet current applicable Code standards and must be in working order prior to Tenant’s occupancy. Landlord will notify Tenant of any remaining work to upgrade these systems to Code standards.

(v) Promptly after substantial completion of the Project, the City will apply for and receive a Temporary Certificate of Occupancy from the City Building & Inspection Services Division. After the Temporary Certificate of Occupancy is issued Theo Ubique may occupy the Property to commence the uses contemplated herein.

(vi) The Parties will cooperate to select certain improvements and fixtures such as stage lighting, sound equipment, and theatre seats that will serve the needs of the performance space. The City will not pay for any improvements over the Project Cost. Tenant is responsible for any improvement cost beyond the budgeted Project Cost. Tenant is also responsible for any remaining furniture, equipment and fixtures, including but not limited to tables, chairs, desks, computers, and shelves.

(vii) Landlord will use best efforts to obtain Contractor and Sub-Contractor Warranties resulting from the construction and remodeling of the Landlord Improvements. Further, the Landlord will pursue, at its discretion, all remedies for any construction or material defects in the Landlord Improvements.
(viii) Tenant acknowledges that, except for the representations contained in this Lease, in the other Project Documents and in any other documents executed contemporaneously with this Lease; no representations, statements or warranties, express or implied, have been made by, or on behalf of the Landlord to Tenant with respect to the Premises or the transaction contemplated by this Lease.

(c) Tenant Fundraising Obligation: Tenant must remit a total of $204,450 (Two Hundred Four Thousand Four Hundred Fifty and no/100 Dollars) to Landlord for a portion of the Renovation Cost. If Tenant is unable to raise $204,450 by December 1, 2018, the Landlord may, at its discretion, void this Lease. Tenant agrees to provide monthly fundraising reports to the City on its progress until such time that they have met the fundraising obligation.

(i) In the event the expenditures identified in this Lease are less than $204,450, as identified in this Lease; Theo Ubique and the City will work to identify additional opportunities and uses for funding, so that all $204,450 committed for this project is utilized.

(ii) In the event the expenditures identified in this Lease are more than $204,450, as identified in this agreement, Theo Ubique and the City will work to identify additional funding opportunities for the necessary items.

(iii) If Theo Ubique does not raise funds provided herein, Theo Ubique must furnish 75% of funding within 60 days of milestone date achievement. Additional 25% will be due and charged 10% penalty fee (e.g. if milestone was $50,000 and only $25,000 was raised and provided to the City within 60 days of milestone, the remaining $25,000 will also have to include $2,500, or 10% penalty, due to the City).

The Tenant will issue the funds in installments according to the following calendar:

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<tr>
<td>December 1, 2018</td>
<td>Occupation of the building</td>
<td>$50,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

5. FIXTURES AND EQUIPMENT

All trade fixtures and equipment installed by Tenant in or on the Premises (including theatre equipment, furniture, kitchen equipment, satellite communication dish and equipment, registers, other equipment, shelving and signs) must remain the property of Tenant and Tenant may remove the same or any part thereof at any time prior to or at the expiration or earlier termination of this Lease. Tenant must repair at its own expense any damage to the Premises caused by the removal of said fixtures or equipment by Tenant. This provision must expressly survive the termination or
expiration of this Lease.

6. USE OF PREMISES

(a) Permitted Use. Tenant must have the right, subject to applicable Federal, State and local laws, including Environmental laws (as hereafter defined) and the terms of this Lease, to use the Premises for the following purpose(s): to run a theatre with live performances and dinner service, rehearsals, workshops, office use, and uses incidental thereto, and no part of the Property will be used for any other purpose without the prior written consent of the City (herein collectively “Permitted Use”).

(b) Liquor License. Tenant will apply for and maintain a valid liquor license with the State and City of Evanston. This Lease does not in any way bind the Liquor Control Review Board and cannot be construed that Tenant’s future application is granted.

(c) Tenant Exclusive Use of Premises. Landlord covenants and agrees that it has no rights to use, modify, alter or lease any portion of the Building or Property other than as expressly provided in this Lease.

(d) Hours of Operation. TBD.

7. MAINTENANCE

(a) Maintenance, Repair and Replacement Responsibilities of Landlord: Landlord is responsible for all structural and load bearing columns, roof, the HVAC system for the Building, interior sprinkler and fire safety system within the Building, the roof, windows and all soffits, and all structural elements of the Building. Landlord will conduct annual inspections to ensure the property is maintained in good working order.

(b) Maintenance and Repair Responsibilities of Tenant: Tenant is responsible for all maintenance and repair responsibilities that are not outlined in Paragraph 7(a) above, including but not limited to: exterior lighting, signage, bathroom fixtures, kitchen fixtures, bar equipment, lighting equipment and systems, security systems, telecommunications systems and other non-structural elements.

(c) All refuse associated with Tenant’s use must be placed in appropriate containers for disposal. Tenant cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials. A refuse container for regular refuse will be located at the Property in reasonable proximity to the Building. Tenant will contract to have trash hauled from such container with reasonable frequency.

(d) Tenant is responsible for snow, ice removal and leaf removal and general upkeep of the exterior of the Building along the sidewalk and other carriage walks to and from the Building. The snow must be moved to a suitable area on the Premises to allow for use of the sidewalk.

(e) The Tenant will at all times maintain all of the Property in a clean, neat and orderly condition.
The Tenant will not use the Property in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord.

(f) Tenant must yield the Premises back to Landlord, upon the termination of this Lease, whether such termination must occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by casualty and reasonable wear and tear accepted. Tenant must make all necessary repairs and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises must not thus be kept in good repair and in a clean condition by Tenant, as aforesaid, Landlord may enter the same, or by Landlord's agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Tenant, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenant must not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

(g) Tenant will keep all leasehold improvements in compliance with all laws and regulations during the entire Term of this Lease, except for repairs required of the Landlord to be made and damage ocasioned by fire, wind or other causes as provided for in this Lease.

8. PAYMENT OF TAXES

(a) Definition. For purposes hereof, “Taxes” must mean real property taxes and "Assessments" must mean assessments, general and special, foreseen and unforeseen, for public improvements levied or assessed against the Premises and the improvements thereon for that portion of the Term.

(b) Payment. Landlord represents and warrants to Tenant that the Premises is currently not exempt from Taxes and Assessments. Landlord will endeavor to file for a tax-exemption application with the Cook County Assessor ("Assessor"). Any tax payments during the Term will be paid by Landlord, provided that Tenant retains its 501(c)(3) not-for-profit status. If Tenant changes its incorporation to a for-profit corporation or the Tenant fails to retain its 501(c)(3) not-for-profit status, Tenant is responsible for paying taxes associated with the commercial use at a later date.

9. DAMAGE AND DESTRUCTION

(a) Casualty. If the Premises must be damaged by fire or other casualty by an Act of God ("Casualty"), Landlord must, within one hundred eighty (180) days after such damage occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at Landlord's expense and this Lease must not terminate. If the foregoing damage is due to the negligence or willful misconduct of Tenant, then Landlord must look first to the insurance carried by Tenant to pay for such damage. Notwithstanding (i) any other provisions of the Lease to the contrary, and (ii) any legal interpretation that all improvements become part of the realty upon being attached to the Premises, following a Casualty, the Landlord must be responsible only for restoring the Premises to building
standard levels of improvement at the time of execution of this Lease and must not include the tenant improvements completed and installed following execution of this Lease, and the tenant must be responsible for insuring and replacing the above building standard tenant improvements or betterments that made the Premises “customized” for Tenant’s use. Customized improvements include, but not limited to: any and all theatre equipment and fixtures, alarm censored doors, wood flooring, and custom cabinetry. Except as otherwise provided herein, if the entire Premises are rendered untenable by reason of any such damage, or if Tenant cannot utilize Property and Building for its intended use by reason of any damage of any size or scope whatsoever, then all Fixed Minimum Rent and Additional Rent must abate for the period from the date of the damage to the date the damage is repaired, and if only a part of the Premises are so rendered untenable but the damage does not prevent Tenant from utilizing the Property for its Permitted Use, the Fixed Minimum Rent and Additional Rent must abate for the same period in the proportion that the area of the untenable part bears to the total area of the Premises; provided, however, that if, prior to the date when all of the damage has been repaired, any part of the Premises so damaged are rendered tenable and must be used or occupied by or through Tenant, then the amount by which the Fixed Minimum Rent and Additional Rent abates must be apportioned for the period from the date of such use or occupancy to the date when all the damage has been repaired.

(b) Repair to Leasehold Improvements. Landlord must have no obligation to repair damage to or to replace any leasehold improvements, Tenant’s personal property or any other property located in the Premises, and Tenant must within thirty (30) days after the Premises is sufficiently repaired so as to permit the commencement of work by Tenant, commence to repair, reconstruct and restore or replace the Premises (including fixtures, furnishings and equipment) and prosecute the same diligently to completion. Notwithstanding the foregoing, Tenant’s Fixed Minimum Rent and Additional Rent must continue to be abated as provided in Section 9(a) above, until the Property is once again suitable for its Permitted Use.

(c) Termination Right. Notwithstanding any provision contained herein to the contrary, Tenant must have the option and right to terminate this Lease if, (a) the Premises must be so damaged by Casualty that it cannot be fully repaired within one hundred eighty (180) days after the date of damage; (b) during the last eighteen (18) months of the Term of this Lease, the Premises is damaged by a Casualty in amount exceeding thirty-three and one-third percent (33.33%) of the square footage of the Premises or a lesser amount (no matter how small) that leaves Tenant unable to utilize the Premises for their Permitted Use, provided that, in such event, such termination of this Lease must be effected by written notice within ninety (90) days of the happening of the Casualty causing such damage. This provision must expressly survive the termination or expiration of this Lease.

10. INSURANCE

(a) Tenant Insurance Obligations: Tenant agrees to maintain a policy or policies of commercial general liability insurance written by an insurance carrier rated at least Class A or better in Bests Key Rating Guide of Property-Casualty Insurance Companies and licensed to do business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to personal property and the Premises of any person or persons, with policy limits of not less than $1,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Tenant’s policy must cover the Premises, it’s personal property and the business operated by Tenant and must name Landlord as an additional insured.
(b) **Tenant Insurance Obligations:** Landlord is self-insured up to $1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A or better in the Best's Key Rating Guide and licensed to do business in the state in which the Premises is located which must insure against liability for injury to and/or death of and/or damage to the Premises, with policy limits of not less than $3,000,000.00 combined single limit. Landlord's policy must name Tenant as an additional insured. Subject to the terms of Paragraph 9(a), Landlord must maintain fire and casualty insurance covering the entire Premises and any alterations, improvements, additions or changes made by Landlord therein in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of "all risks".

(c) Within thirty (30) days after written request, each of the parties agrees to deliver to the other a certificate of insurance as evidence that the policies of insurance required by this Section 10 have been issued and are in effect.

(d) **Waiver of Subrogation.** Neither Landlord nor Tenant must be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Landlord or Tenant must look exclusively to the proceeds of insurance carried by it or for its benefit in the event of any damage or destruction to its property located on the Premises. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Premises, by reason of fire, the elements, or any other cause which could be insured against under the terms of an "all risk" fire insurance policy, in the state where the Premises is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Lease, no insurer of a party heretofore must ever hold or be entitled to any claim, demand or cause of action against Tenant by virtue of a claim of loss paid under any such insurance policies, whether such insurer's claim be in the nature of subrogation or otherwise. The waivers provided pursuant to this paragraph must not operate to the extent that they would void coverage under the provisions of any policy of insurance.

11. **INDEMNIFICATION**

(a) **Indemnification of Landlord.** Except as otherwise provided in this Lease, and except to the extent caused by the willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenant must protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord's negligence or willful misconduct or an Act of God or an act of a third party, (ii) any negligence or willful misconduct of Tenant, or its agents, employees or contractors, or its sub-lessee; or (iii)
Landlord’s breach occasioned wholly or in part by any act, omission of Tenant, its agents, employees, contractors or servants. The provisions of this Section must survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination.

(b) **Indemnification of Tenant.** Except as otherwise provided in this Lease, and except to the extent caused by the negligence of Tenant, or its agents, employees or contractors, or by the breach of this Lease by Tenant, Landlord must protect, defend, indemnify and save Tenant and its officers, or employees from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from any act, omission or negligence of Landlord, its agents, employees, contractors or servants; The provisions of this Section must survive the expiration or earlier termination of this Lease only with respect to any damage, injury or death occurring before such expiration or earlier termination. The provisions of this Section do not extend to any sublessee of Tenant.

12. **Intentionally Omitted.**

13. **UTILITIES**

Tenant must pay during the Term hereof directly to the appropriate utility company or governmental agency all electric, water, gas, telephone and other public utility charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein, all business licenses and similar permit fees but excluding any installation costs, tap fees and/or connection fees or charges, with no right of reimbursement from the Landlord. All utilities must be paid pursuant to separate meters measuring Tenant’s consumption of utilities from the Premises, which meter fee must be Landlord’s obligation at its sole cost and expense. Landlord must not be liable to Tenant for damages or otherwise (i) if any utilities must become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord’s reasonable control, and the same must not constitute a default, termination or an eviction. Tenant assures Landlord that it must arrange for an adequate supply of electricity to the Premises and it must pay for any increased voltage and any additional wiring required addressing the increased capacity.

14. **COVENANTS AGAINST LIENS**

Tenant covenants and agrees that it must not, during the Term hereof, suffer or permit any lien to be attached to or upon the Property or the Premises by reason of any act or omission on the part of Tenant or its agents, contractors or employees. In the event that any such lien does so attach, and (i) is not released within thirty (30) days after notice to Tenant thereof, or (ii) if Tenant has not bonded such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Premises or the Property therefrom, and Tenant agrees to repay and reimburse Landlord upon demand for the amount so paid by Landlord and for other reasonable costs incurred by Landlord in discharging and relieving said lien. The Tenant will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenant on the Premises. Tenant will, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense,
including a reasonable attorney's fees. Provided, however, in the event that Tenant contests any lien so filed in good faith and pursues an active defense of said lien, Tenant must not be in default of this paragraph. However, in the event of any final judgment against Tenant regarding such lien, Tenant agrees to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

15. ASSIGNMENT AND SUBLetting

(a) Assignment. Tenant must not have the right to assign this Lease, transfer and grant concessions or licenses ("Transfer") in all or any part of the Premises without the Landlord's written consent and City Council approval by Ordinance. No Transfer must relieve Tenant from any of its obligations as Tenant hereunder. Every such assignment or sublease must recite that it is and must be subject and subordinate to the provisions of this Lease, and the termination or cancellation of this Lease must constitute a termination and cancellation of every such assignment or sublease. Notwithstanding the foregoing, Landlord agrees that no merger, consolidation, corporate reorganization, or sale or transfer of Tenant's assets or stock (specifically including any inter-family or inter-company transfers), redemption or issuance of additional stock of any class, or assignment or sublease to any person or entity which controls, is controlled by or is under common control with Tenant, must be deemed a Transfer hereunder.

(b) Sublet Premises. Subleases of the Premises are permitted. The maximum time period for a sublease is 60 days total and the 60 day rental can be broken up over several months. If Tenant seeks to sublease the Premises for a period longer than 60 days, it must receive prior written consent from the Landlord. The sublease can be for rental of performance space, rehearsal, or special meetings. The rent received from the sublease can be retained by the Tenant. Tenant must utilize the Premises for the Permitted Use contained in this Lease for more than 50% of the performances that occur at the Premises each year. Meaning, the Tenant remains the primary user of the Premises. Tenant remains the responsible party for the Lease obligations contained herein, the sublessee must furnish proof of insurance and add the City of Evanston as an additional insured to its policy prior to use of the Premises, and sign a waiver and release on the City's form.

16. NOTICES

Any notices required to be given hereunder, or which either party hereto may desire to give to the other, must be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the Landlord: with a copy to:

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

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

If to Tenant:

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For purposes of this Lease, a notice must be deemed given upon the date of actual receipt thereof or the date of proof of rejection thereof if delivered by hand or overnight courier service.

17. **RIGHT TO GO UPON PREMISES**

Landlord hereby reserves the right for itself or its duly authorized agents and representatives at all reasonable times during business hours of Tenant upon at least forty-eight (48) hours prior notice to Tenant and accompanied by a representative of Tenant (which may be the store manager or assistant manager) to enter upon the Premises for the purpose of inspecting the same and of showing the same to any prospective purchaser or encumbrance or tenant, and for the purpose of making any repairs which Landlord is required hereunder to make on the Property, but any such repairs must be made with all due dispatch during normal construction trade working hours, and in such manner as to minimize the inconvenience to Tenant in the conduct of its business, it being agreed that in the event of a necessity of emergency repairs to be made by Landlord, Landlord may enter upon the Premises forthwith to effect such repairs. Notwithstanding the foregoing, in the event that due to an entry by or on behalf of Landlord into the Premises, Tenant’s use is materially interfered with and Tenant, from the standpoint of prudent business management, cannot open and operate the Premises for business for two (2) consecutive days, all Fixed Minimum Rent and other charges payable by Tenant hereunder must equitably abate commencing after such second (2nd) day, and continuing until such repairs are completed, unless such entry is required as a result of Tenant’s negligence or intentional misconduct.

18. **DEFAULT**

(a) **Tenant Default**

(i) **Events of Default.** Including, but not limited to, the following events must be deemed to be an “event of default” hereunder by Tenant subject to Tenant’s right to cure:

a. Tenant must fail to pay any item of Fixed Minimum Rent per Section 3 at the time and place when and where due and does not cure such failure within five (5) business days after receipt of notice from Landlord of such failure;

b. Tenant must fail to comply with any other term, provision, covenant or warranty made under this Lease or if any of Tenant’s representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, by Tenant, and Tenant must not cure such failure within thirty (30) days after Landlord’s written notice thereof to Tenant. In the event Tenant cannot comply with such term, provision, or warranty, within said thirty (30) day period, Tenant must not be in default if Tenant is diligently and continuously making an effort to comply with such term, provision, covenant or warranty and Tenant completes the cure of the default; or

c. Tenant must make a general assignment the benefit of creditors, or must admit in
writing its inability to pay its debts as they become due or must file a petition in bankruptcy.

(ii) Remedies. Upon the occurrence of an event of default, Landlord may, so long as such default continues, as permitted by law and subject to Landlord's obligation to use good faith efforts to mitigate damages, either:

a. terminate this Lease by written notice to Tenant, which written notice must specify a date for such termination at least fifteen (15) days after the date of such written termination notice and such termination must be effective as provided in such written notice unless Tenant must cure such default within such notice period, or not terminate this Lease as a result of the default of Tenant. If Tenant fails to surrender the Premises upon such termination, Landlord may thereupon reenter the Premises, or any part thereof, and expel or remove therefrom Tenant and any other persons occupying the same, using such means provided by law;

b. without terminating this Lease, Landlord may evict Tenant (by any means provided by law) and let or relet the Premises or any or all parts thereof for the whole or any part of the remainder of the Term hereof, or for a period of time in excess of the remainder of the Term hereof, and out of any rent so collected or received, Landlord must first pay to itself the expense of the cost of retaking and repossessing the Premises and the expense of removing all persons and property therefrom, and must, second, pay to itself any costs or expenses sustained in securing any new tenant or tenants (provided that such amount must not include any amounts incurred to restore the Premises to more than the condition originally delivered to Tenant), and must third, pay to itself any balance remaining, and apply the whole thereof or so much thereof as may be required toward payment of the liability of Tenant to Landlord then or thereafter unpaid by Tenant; or

c. pursue such other remedies as are available at law or in equity.

(b) Landlord Default. Should Landlord default in the performance of any covenant, provision, warranty, condition or agreement herein, or if any of Landlord's representations and warranties made under this Lease are determined to be untrue, either when made or at any time during the Term, and such default is not reasonably possible to cure within thirty (30) days, then Landlord has not commenced to cure said default within said thirty (30) day period and does not thereafter diligently prosecute the curing of said default to completion (except as otherwise provided herein), Tenant in addition to any and all other remedies which it may have at law and/or in equity including the right to seek injunctive relief without posting a bond or the obligation to prove irreparable harm, may pay or perform any obligations of Landlord hereunder and deduct the cost thereof from each installment of annual Fixed Minimum Rent payable pursuant to the terms of this Lease; provided, however, in no event must the amount of any such deduction exceed ten percent (10%) of the Fixed Minimum Rent payable on a monthly basis; provided, further, Tenant must not have the right to terminate this Lease except as expressly permitted herein.
19. SIGNS

Tenant may apply for signage (temporary and permanent signage) for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenant. Tenant acknowledges that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenant agrees to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenant must be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenant must make an application to the Sign Review Board, as provided by Code, but Landlord will not withhold, condition or delay its consent to a sign over the new entrance to the Premises which complies with applicable laws.

20. REPRESENTATIONS AND WARRANTIES

(a) Landlord represents, warrants and covenants to Tenant that, to Landlord’s knowledge, the following is true as of the Effective Date:

(i) all of the Premises is zoned and fit for commercial purposes, and the Permitted Use is permitted under the applicable zoning designation, and that the Premises and Property are presently properly subdivided in conformity with all applicable laws and suitable for the Permitted Use;

(ii) Landlord is the fee simple owner of the Premises;

(iii) the Premises is subject to no restrictions or continuing regulations of any kind or nature whatsoever incompatible with the Permitted Use and that there are no restrictions in any agreement by which Landlord is bound (including, but not limited to, Landlord’s insurance policies) which would adversely affect Tenant’s right to use the Premises for the Permitted Use during the Term;

(iv) Landlord shall deliver to Tenant on occupancy the Premises in good working order and condition, with roof, parapet walls and foundation watertight, and all utility systems, plumbing, drains and HVAC in functional condition;

(v) there are no exceptions to title with respect to and/or encumbrances on the Premises which would interfere with Tenants proposed use of the Premises;

(vi) Landlord has no notice of any proposed Assessments other than as reflected on the current tax bill;

(vii) Landlord has no knowledge of any condition that would preclude Tenant from obtaining all Tenant’s permits and licenses necessary for Tenant to open for business and operate for the Permitted Use;

(ix) Landlord covenants that it is duly constituted under the laws of the state of Illinois as a municipal corporation, and the City employee who is acting as its signatory in this Lease is duly authorized and empowered to act for and on behalf of the municipal corporation; and
(a) there are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Landlord or the Property which preclude or interfere with, or would preclude or interfere with, the construction contemplated herein or the occupancy and use of the Premises by Tenant for the purposes herein contemplated.

(ii) no third party has the right to object to Tenant’s tenancy hereunder, prohibit the selling of any products sold by Tenant or the uses allowed herein or the right to consent to any feature of the Premises or Tenant’s signage.

(iii) there are no mortgages, prime leases, deeds to secure debt, deeds of trust, or other instruments in the nature thereof, affecting Landlord or its interest in the Premises.

(b) Tenant represents, warrants and covenants to Landlord that, to Tenant’s knowledge, the following is true as of the Effective Date:

(i) Tenant is a duly authorized and registered not-for-profit corporation with the State of Illinois and has the authority to execute this Agreement. Tenant must keep this tax exempt status during the term of the Lease.

(ii) Tenant will apply and obtain all necessary governmental approvals for its Permitted Use.

(iii) Execution and performance of this Lease will not (a) violate any judgment or order of Court applicable to or affecting Tenant; (b) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Tenant is a party or by which Tenant is bound, or (c) violate or conflict with any law or governmental regulation or permit applicable to Tenant.

(c) All representations and warranties, covenants and indemnities contained in this Lease must survive the expiration or earlier termination of this Lease.

21. HOLDING OVER; END OF TERM

(a) If Tenant must hold possession of the Premises after the expiration or termination of this Lease, at Landlord’s option (i) Tenant must be deemed to be occupying the Premises as a tenant from month-to-month at one hundred fifty percent (150%) of the Fixed Minimum Rent in effect upon the expiration or termination of the immediately preceding term or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

(b) Upon the expiration or sooner termination of this Lease, Tenant must surrender the Premises to Landlord in as good order, condition and repair as when received by Tenant; ordinary wear and tear, casualty and condemnation excepted. This provision must expressly survive the termination or expiration of this Lease.

(c) Any property, equipment, or product remaining in the Premises upon expiration of this Lease must be considered abandoned and property of the Landlord.

22. EXPENSES OF ENFORCEMENT
The Parties must bear its own costs, charges, expenses and attorney’s fees, and any other fees incurred in the event of a dispute between the Parties.

23. SUCCESSORS IN INTEREST

All of the covenants, agreements, obligations, conditions and provisions of this Lease must inure to the benefit of and must bind the successors and permitted assigns of the respective parties hereto.

24. REMEDIES ARE CUMULATIVE

Remedies conferred by this Lease upon the respective parties are not intended to be exclusive, but are cumulative and in addition to remedies otherwise afforded by the law.

25. QUIET POSSESSION

Upon payment by the Tenant of the minimum, percentage and additional rent and all other sums due hereunder and upon the observance and performance of all covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant must peaceably and quietly hold and enjoy the Premises for the Term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

26. ALTERATION

(a) Changes Required by Law. Any structural changes, alterations or additions in or to the Premises which may be necessary or required by reason of any law, rule, regulation or order promulgated by competent governmental authority must be made at the sole cost and expense of Landlord, including but not limited to asbestos removal and disposal and interior and exterior compliance with the Americans with Disabilities Act (ADA) etc. Notwithstanding the foregoing, if any such changes, alterations or additions are required as a result of improvements made by Tenant during the Term hereof or due to Tenant’s use of the Premises, such changes, alterations or additions must be made at the sole cost and expense of Tenant. Tenant may contest the validity of any such law, rule, regulation or order, but must indemnify and save Landlord harmless against the consequences of continued violation thereof by Tenant pending such contest.

(b) Alterations During Term. Tenant is permitted to perform interior, nonstructural alterations to the Premises and to revise the interior layout of the Premises; provided that Tenant must obtain Landlord’s written consent to any other alterations or construction which affects the structural nature of the Premises, which consent must not be unreasonably withheld, conditioned or delayed.

27. HAZARDOUS SUBSTANCES

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

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

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

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

28. GENERAL CONDITIONS

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

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

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

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

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

(f) If any clause, sentence or other portion of this Lease must become invalid or unenforceable, the remaining portions thereof must remain in full force and effect.
(g) Wherever in this Lease Landlord or Tenant is required to give consent, such consent must not be unreasonably withheld, conditioned or delayed except to the extent otherwise expressly provided herein.

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

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

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

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

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

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

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

(o) This Lease must become effective on the day that this Lease must be executed by the last of the parties hereto to execute this Lease (herein "Effective Date").

(p) There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof must be used to interpret or construe this Lease. This Lease cannot be changed or
terminated except by a written instrument subsequently executed by the parties hereto.

IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by officers or agents thereunto duly authorized. The Effective date is the date executed by the City.

Landlord:

CITY OF EVANSTON,
an Illinois municipal corporation

By: [Signature]
Name: Wally Brodkiewicz
Title: City Manager
Dated: 4-12-2017

Tenant:

THEO UBIQUE
an Illinois not-for-profit corporation

By: [Signature]
Name: Farrel H. Wilson
Its: President

ATTEST: [Signature]
THEO UBIQUE/SECRETARY
EXHIBIT A

LEGAL DESCRIPTION

LOTS 30 AND 31 IN BLOCK 5 IN BRUMMEI AND CASE HOWARD TERMINAL ADDITION, A SUBDIVISION OF ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 THENCE NORTH ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19, 19.65 CHAINS; THENCE WEST 19 CHAINS TO INTERSECTION WITH CENTER LINE OF RIDGE ROAD THENCE SOUTH 5 DEGREES 0 MINUTES EAST ON CENTER LINE OF RIDGE ROAD TO SOUTH LINE OF SOUTHEAST 1/4 OF NORTHWEST 1/4 THENCE EAST ON SOUTH LINE OF SOUTHEAST 1/4 OF NORTHWEST 1/4 14.99 CHAINS TO PLACE OF BEGINNING, (EXCEPT PUBLIC STREETS AND HIGHWAYS), IN COOK COUNTY, ILLINOIS.

P.L.N 11-30-124-024-0000 AND 11-30-124-025-0000

Commonly known: 721-723 Howard Street, Evanston, IL 60202.
EXHIBIT C
PROJECT BUDGET
THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Lease Amendment"), is made and entered into as of 12th day of December, 2017, by and between the City of Evanston, an Illinois municipal corporation (the "Landlord"), and Theo Ubique Theatre, an Illinois not-for-profit corporation ("Tenant").

RECATALS

A. The Landlord and Tenant entered into a lease agreement dated April 12, 2017 for a 10-year lease agreement for a community theater located at 721 Howard Street, Evanston, Illinois (the "Lease Agreement"); and

B. The Lease Agreement addresses cost allocation between the Landlord and the Tenant with respect to the construction, tenant improvements, fixtures and equipment. The Parties seek to further clarify the cost distribution to remove ambiguity for fixtures and equipment; and

C. The Landlord and Tenant also desire to clarify the maintenance obligations relative to HVAC unit, plumbing, and sewer lines.

NOW THEREFORE, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed by and between the parties hereto as follows:

1. INCORPORATION OF RECATALS

   The representations set forth in the foregoing recitals are material to this Lease Amendment and are hereby incorporated into and made a part of this Lease Amendment as though they were fully set forth in this Article 1.

2. MODIFICATIONS TO THE AGREEMENT

   A. Parking for Tenant: Paragraph 1 "Property", subparagraph (b) "Parking" shall be redacted and replaced with the following language:

      (b) Parking. This Lease does not include the exclusive use of any on-street parking. Landlord provides a total of five (5) parking spaces under this Lease Agreement for employee parking and loading space. Two (2) parking spaces are provided at the back of the Building (721 Howard) off of the alley for Tenant’s exclusive use for employee parking and loading space; one space will be ADA compliant and one parking space will be of standard size. The three (3) remaining spaces provided to Tenant under the Lease are provided at the back of another building owned by Landlord located at 727-729 Howard Street. Landlord will strip and provide 3 standard parking spaces at 727-729 Howard. Tenant is responsible for enforcing the exclusive use of the Parking spaces described herein and contacting a tow company, if appropriate. The term for the Parking matches the Term for the Lease, 10 years for the initial term. If Landlord rents the building at 727-729 Howard Street, the Parties must find alternative parking spaces to replace the three spaces prior to the new tenant occupancy.
B. Fixtures and Equipment: Paragraph 5 “FIXTURES AND EQUIPMENT” shall be redacted and replaced with the following language:

5. FIXTURES AND EQUIPMENT

Tenant is responsible for purchasing all trade fixtures and equipment, including but not limited to: portable lights, theater seats, bar stools, dishwasher, refrigerators, oven, and sound equipment and speakers. Landlord will install fixtures which are permanently affixed to the structure, which include the overhead lighting grid and permanent sign on the exterior and show boxes that advertise the show. All trade fixtures and equipment installed by Tenant in or on the Premises must remain the property of Tenant and Tenant may remove the same or any part thereof at any time prior to or at the expiration or earlier termination of this Lease. Tenant must repair at its own expense any damage to the Premises caused by the removal of said fixtures or equipment by Tenant. This provision must expressly survive the termination or expiration of this Lease.

C. Maintenance Responsibilities: Paragraph 7 “MAINTENANCE”, sections (a) and (b) shall be redacted and replaced with the following language:

(a) Maintenance, Repair and Replacement Responsibilities of Landlord: Landlord is responsible for all structural and load bearing columns, roof, delivering a working HVAC system and will pay for major repairs to the HVAC system, interior sprinkler and fire safety system within the Building, windows and all soffits, and all structural elements of the Building. Landlord will not be responsible for major repairs that arise out of Tenant’s poor maintenance of the HVAC, interior sprinkler and fire safety systems. The Parties will conduct annual inspections to ensure the property is maintained in good working order.

(b) Maintenance and Repair Responsibilities of Tenant: Tenant is responsible for all maintenance and repair responsibilities that are not outlined in Paragraph 7(a) above, including but not limited to: exterior lighting, signage, bathroom fixtures and associated plumbing and sewer pipes, kitchen fixtures and associated plumbing, bar equipment, lighting equipment and electrical systems, security systems, telecommunications systems and other non-structural elements. Tenant must maintain, at Tenant’s expense, the HVAC system as required by HVAC system manufacturer to maintain system performance and warranty requirements (at Tenant’s expense). Tenant is vested with control over the HVAC system on a daily basis and will not contact the City of Evanston Facilities team for maintenance, minor repairs or emergency service. Tenant is also responsible for ensuring the interior sprinkler and fire safety system is in good working order, with annual inspections required and ensure that all repair work needed is performed. Copies of testing and inspection paperwork should be distributed to Landlord's Facilities Management Manager for proof of compliance.
IN WITNESS WHEREOF, this Lease Amendment approved and executed by the parties as of the date and year first above set forth above.

<table>
<thead>
<tr>
<th>TENANT:</th>
<th>LANDLORD:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theo Ubique, an Illinois not-for-profit corporation</td>
<td>City of Evanston, an Illinois municipal corporation</td>
</tr>
<tr>
<td>By: [Signature]</td>
<td>By: [Signature]</td>
</tr>
<tr>
<td>Print Name: Larraine Dostal</td>
<td>Print Name: Wally Bobkiewicz</td>
</tr>
<tr>
<td>Its: Secretary of the Board</td>
<td>Its: City Manager</td>
</tr>
</tbody>
</table>

Approved as to form:
W. Grant Farrar
Corporation Counsel
By: [Signature]
Serving Alcohol Operator License

Farrel Wilson

has successfully completed the course

Illinois Alcohol Seller (Off-Premise)

STATE OF ILLINOIS BASSET TRAINING PROGRAM
Beverage Alcohol Sellers and Servers Education and Training
LICENSE NUMBER: 12-5A-0100823

Persons completing this course acknowledge that it is illegal to sell, give or deliver alcoholic liquor to any person under the age of 21 years or to any intoxicated person. 625 ILCS 5/6-16(a)(i)

Persons completing this course acknowledge that it is illegal to sell, buy for, distribute samples of or furnish any cigar, cigarette, smokeless tobacco or tobacco in any of its forms to any minor under 18 years of age. 720 ILCS 675/680

Learn more about this wallet card at http://servingalcohol.com/wallet-card

Illinois BASSET Card (Temporary)
Farrel Wilson

Certification Date: Oct 1st, 2018
Certificate Code: HlwzeHGQqv
Verify Online: servingalcohol.com
BASSET TRAINER: 12-5A-0100823
SERVING ALCOHOL INC
VALID FOR 30 DAYS

Student ID: 118729  Date of Birth: 10/22/1956
After 30 days print your official BASSET card here: https://mytax.illinois.gov/?Link=Basset

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Certificate of Completion

American Safety Council

BENJAMIN LIPINSKI

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 9/4/2018

from the American Safety Council.

[Signature]
Jeff Paieran

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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 Haggerty 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 Haggerty 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 Haggerty 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
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.

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
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></th>
<th>Restaurant</th>
<th>Liquor</th>
<th>None</th>
<th>$2,800</th>
<th>$2,800</th>
<th>5251</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) 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

Approved: ______________________

Adopted: _________________, 2018

______________________________, 2018

________________________________

Stephen H. Hagerty, Mayor
# City of Evanston
## Application for Liquor License

### 1. APPLICANT

**A. Corporation name:** 817 University LLC

**B. Business name:** TU KO CANTI NA

**C. Previous business name (if dba changed):**

**D. Business address (city, state, zip code):**

817 University Place, Evanston, IL, 60621

### 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

**A. Address applying for liquor license (exact street address):**

817 University PL

**B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):**

**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:

**Liquor to be served and/or sold:**

- Alcoholic liquor [ ]
- Beer & Wine only [ ]
- Beer Only [ ]
- Wine only [ ]

**Days and times liquor is served:**

- Sunday [ ]
- Monday [ ]
- Tuesday [ ]
- Wednesday [ ]
- Thursday [ ]
- Friday [ ]
- Saturday [ ]

**Liquors will served or sold by:**

- Glass [ ]
- Bottle [ ]
- Can [ ]
- Waitstaff [ ]
- Over the counter [ ]
### 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? If your response is “No,” 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? What is the seating capacity?</td>
<td>20</td>
<td>100</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 restaurant 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>
</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? If your response is “No,” 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? If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the “retail package store area” as defined by the attached map?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 “package store”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is “No,” skip this section and proceed to section 8.</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? Approximateley how many square feet are provided? sq ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? 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>

9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain 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>

10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain 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 you 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? 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? 2019 to 2028

D. What is the name of the Landlord? Ronald I. Pison

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.

name address telephone relationship

282 of 658
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

Subscribed and sworn to before me this day of , 20 .

Notary Public

[Signature]

2AFERGEN

Signature of Applicant

[Seal]

MELINDA S BOLINE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 7, 2021

284 of 658
State of Illinois
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 October, 2018

Notary Public

(Seal)

MELINDA S. BOLINE
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 7, 2021
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 60211

Corporate Ph #: Corporate Email: **BLUR** FEIN: **BLUR**

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? Yes ☑ No ☐
(if yes, provide date filed)

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 BULDOGLU</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 customers.

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: 817 University LLC

Business Name: TUDOR CANTINA

**PERSONAL INFORMATION**

First Name: ALI  Last Name: BURUCOGLU  Middle Initial: O

Title: ☐ Sole Owner ☑ Partner ☐ Corp Officer ☐ Site Manager ☐ Director ☐ Other: ( )

% of Stock Ownership: 30


Home Phone: [Redacted]  Work Phone: [Redacted]  Cell Phone: [Redacted]  E-mail: [Redacted]

Date of Birth (MM/DD/YYYY): [Redacted]  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: ☐ Yes ☑ No  Naturalization Information: [Redacted]

Yes ☑ No  Date: [Redacted]  Cty: [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: AB INSAT LLC  Position: Owner  Start Date: 09-05-1999  End Date: present

Address (City, State, Zip): Gurses Mah 28 Nisor Cad # 19-21 KAGİTÇEHANG İSTANBUL TURKEY

Telephone: 0212-210-8300  Reason for Leaving: STILL WORKING

2. Name of Employer/Business:  Position:  Start Date:  End Date:

Address (City, State, Zip):

Telephone:  Reason for Leaving:

3. Name of Employer/Business:  Position:  Start Date:  End Date:

Address (City, State, Zip):

Telephone:  Reason for Leaving:
### ADDITIONAL INFORMATION:

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong></td>
<td>If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B.</strong></td>
<td>Have you completed the fingerprint/background check process with the City of Evanston?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
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<td></td>
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</tr>
<tr>
<td><strong>C.</strong></td>
<td>Have you ever been convicted of violating a Local City Code, in any jurisdiction?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td><strong>D.</strong></td>
<td>Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td><strong>E.</strong></td>
<td>Has any license previously issued to you by Federal, State, or Local authorities been revoked?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
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<tr>
<td><strong>F.</strong></td>
<td>Were you ever convicted of a felony?</td>
<td></td>
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<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>G.</strong></td>
<td>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?</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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<tr>
<td><strong>H.</strong></td>
<td>Have you had a liquor license in any other jurisdiction.</td>
<td></td>
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<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
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</tbody>
</table>

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 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  
10/9/2018

State of  

County of  
COOK ) SS.

Subscribed and sworn to before me this 9th day of October, 2012.

Notary Signature  

OFFICIAL SEAL  

KATRINA SERVATIUS  
Notary Public - State of Illinois  
My Commission Expires Jun 22, 2019

(seal)
# 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:**
817 University LLC

**Business Name:**
TUKO CANTINA

### PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Middle Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZAFER</td>
<td>GENC</td>
<td></td>
</tr>
</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>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone</th>
<th>Work Phone</th>
<th>Cell Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>312-259-4585</td>
<td>312-259-4585</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>
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</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>
</tr>
</thead>
<tbody>
<tr>
<td>Yes □ No □</td>
<td>Date: CHICAGO State: IL County: Cook</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>Address (City, State, Zip)</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### EMPLOYMENT HISTORY (list your present or most recent employer first)

1. Name of Employer/Business:
   - Rhyme or Reason: Owner
   - Address (City, State, Zip):
   - Telephone: 773-667-8240
   - Reason for Leaving:
2. Name of Employer/Business:
   - Union Park Lounge
   - Address (City, State, Zip):
   - Telephone: 773-636-8045
   - Reason for Leaving: Building demolished and become condo apartment
3. Name of Employer/Business:
   - Address (City, State, Zip):
   - Telephone: 773-636-8045
   - Reason for Leaving: 7-11 Corp bought White Hen Corp.

City of Evanston Liquor License Application (Rev June 2013) 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?
     
     [ ] Yes  [ ] No

C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?

   [ ] Yes  [X] 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  [X] No

H. Have you had a liquor license in any other jurisdiction?
   - If Yes, set forth all details regarding same.

   1. 101 S. Clinton, Chicago
   2. 228 South Racine, Chicago
   3. 873 N. Orleans, Chicago
   4. 1936 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 this 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

10-01-2018

State of

[IL] ) SS.

County of

CODK

Subscribed and Sworn before me this __ day of DECEMBER, 20__.

Notary Signature

MELINDA S. BOLINE
Official Seal
Notary Public – State of Illinois
My Commission Expires Sep 7, 2021

City of Evanston Liquor License Application (Rev June 2016) Supp. C/Background Form Page 12 of 15
Receipt for Liquor License Background/Fingerprint Fee Form - ch_DSY7rhH7NUbB4q

City of Evanston <no-reply@wufoo.com>

Tue 8/21/2018 11:47 AM

To zgenc@hotmail.com <zgenc@hotmail.com>;

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Aug 21, 2018 11:47am

Transaction ID
ch_DSY7rhH7NUbB4q

Receipt for Liquor License Background/Fingerprint Fee Form - ch_DSY7rhH7NUbB4q

Message for me friends!

Billing Address
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<th>Description</th>
<th>Price</th>
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<tr>
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<td>$43.25</td>
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<td>One applicant – $43.25</td>
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</table>

Total $43.25

Credit Card: ****8251

Amount Paid: $43.25
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

Receipt for Liquor License Background/Fingerprint Fee Form - ch_DSXziINFO6tijY0

Message for me friends!

Billing Address
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</table>

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:</th>
<th>Tenant:</th>
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<tbody>
<tr>
<td>Surol LP</td>
<td>817 University LLC</td>
</tr>
<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

<table>
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<tr>
<th>Rent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1, 2018 - December 31, 2021</td>
</tr>
<tr>
<td>January 1, 2022 - December 31, 2023</td>
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<tr>
<td>January 1, 2024 - December 31, 2025</td>
</tr>
<tr>
<td>January 1, 2026 - August 31, 2028</td>
</tr>
</tbody>
</table>

**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.

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 subleasing, 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 untenable 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 untenable 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 untenantable, 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 extend 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, redeckate, 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]

**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]  
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: [hidden]
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 Transportation & warehousing Other (specify)
Real estate Finance & insurance Wholesale-agent/broker
Rental & leasing Health care & social assistance Wholesale-other
Manufacturing Accommodation & food service Retail

Authorized to designate Series: no

Certificates of Designation (if any): (prepare Company Data Sheet for each Series)
1. Limited Liability Company Name: 817 UNIVERSITY LLC

2. Address of Principal Place of Business where records of the company will be kept:
   817 UNIVERSITY PL
   EVANSTON, IL 60201

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:
   SA LAW AGENTS, INC.
   150 N MICHIGAN AVE STE 3300
   CHICAGO, IL 60601

5. Purpose for which the Limited Liability Company is organized:
   "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:
   GENO, ZAFER
   817 UNIVERSITY PL
   EVANSTON, IL 60201

8. Name and Address of Organizer
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: 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 & Domanskis, 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 & Domanskis, LLC.

Dated: July 30, 2018

MANAGER:

By: Zafer Genc, Its Manager
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 Genc, Member
(ADHERE CANCELLED CERTIFICATE IN THIS SPACE)

<table>
<thead>
<tr>
<th>to Number</th>
<th>Interest</th>
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<tr>
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| Dated         | September 2018 |

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<tr>
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<tr>
<td>New Certificate Issued to:</td>
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<tr>
<th>generated Certificate</th>
<th>Number of New Certificates</th>
<th>Interest Transferred</th>
</tr>
</thead>
</table>

Ali Osman Bunloglu

Ali Osman Bunloglu
Number 2

Interest 20%

817 University LLC

This Certifies That Zafer Gene

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 the 18th day of September, 2018 A.D.

Ali Osman Barbuloglu, Member

Zafer Gene, Member
<table>
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<tr>
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<td>Zaler Genc</td>
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<th>Interest Transferred</th>
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</table>
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 one 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.

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: 9999999999
FORM: SS-4

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

817 UNIVERSITY LLC
ZAVER GEN 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
WESTERN SURETY COMPANY

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

F. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President

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 #: 63815491

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, 817 University LLC DBA Tuco 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 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 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

Description  CNA Surety
Bond/Policy

Payment Amount  $50.00
Payment Date  09/25/2018
Status  PROCESSED
Bond/Policy #  63813491
Writing Company  0601 - Western Surety Company

Payment Method

Payer Name  zafer genc
Card Number  *8251
Card Type  Visa
Approval Code  024013
Confirmation Email  

Billing Address

Address 1  
City  
State  
Zip Code  

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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 60261

COVERAGES

COVERAGE

LIMITS

A COMMERCIAL GENERAL LIABILITY

08/09/2018 08/09/2019

EACH OCCURRENCE $1,000,000

DED RETENTION $100,000

MED EXP (Any one person) $1,000

PERSONAL & ADV INJURY $1,000,000

GENERAL AGGREGATE $2,000,000

PRODUCTS - COMPOAGG $2,000,000

B AUTOMOBILE LIABILITY

COMBINED SINGLE LIMIT (EA accident) $750,000

BODILY INJURY (Per person) $50,000

BODILY INJURY (Per accident) $100,000

PROPERTY DAMAGE (Per accident) $100,000

EXCESS JURIS

EACH OCCURRENCE $5,000,000

AGGREGATE $5,000,000

C LIQUOR LIABILITY

$1,000,000

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

ACORD 25 (2016/03)

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**CERTIFICATE OF LIABILITY INSURANCE**

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

**INSURED**

817 University LLC Dba Tuko Cantina  
817 University Place  
Evanston, IL 60261

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISED 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 terms, exclusions and conditions of such Policies. Limits shown may have been reduced by paid claims.

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<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE: 1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Ex occurrence): 100,000</td>
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<td></td>
<td></td>
<td>MED EXP (Any one person): 1,000</td>
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<tr>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: 1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: 2,000,000</td>
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<td></td>
<td>PRODUCTS - COMPOP AGG: 2,000,000</td>
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</table>

**AUTOMOBILE LIABILITY**

- ANY AUTO OWNED
- AUTOS ONLY SCHEDULED AUTOS
- AUTOS ONLY NON-SCHEDULED AUTOS ONLY

**UMBRELLA LIABILITY**

- OCCUR
- CLAIMS-MADE

**EXCESS LIABILITY**

- CLAIMS-MADE
- RETENTION

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- Y N

**PER-STATUTE**

- E.L. EACH ACCIDENT
- E.L. DISEASE - EA EMPLOYEE
- E.L. DISEASE - POLICY LIMIT

**LIQUOR LIABILITY**

- X BP18027540

**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 60261

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

Andrew A. Blythe

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CERTIFICATE OF LIABILITY INSURANCE

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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
ADDRESS: INSMER:

INSURED
817 University LLC Dba: Tuko Cantina
817 University Place
Evanston, IL 60621

INSURER(S) AFFORDING COVERAGE
INSURER A: Society Insurance
NAIC #: 15261

COVERAGE
CERTIFICATE NUMBER: BP18027540
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>
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<tr>
<th>SR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>BP18027540</td>
<td>08/09/2018</td>
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.. limits $1,000,000, 100,000, 1,000, 1,000,000, 2,000,000, 2,000,000, 0...

OTHER:

AUGM AGGREGATE LIMIT APPLIES PER:

POLICY: X LOC

UMBERLLA LIAB
EXCESS LIAB
DED RETENTION

WORKERS COMPENSATION AND EMPLOYEES LIABILITY

Y/N: N/A

ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICER/OWNER EXCLUDED Y

MANDATORY IN HR

DESCRIPTION OF OPERATIONS BELOW

A LIQUOR LIABILITY

BP18027540

08/09/2018

08/09/2019 CSL

$1,000,000

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

Andre A.

ACORD 25 (2016) © 1988-2015 ACORD CORPORATION. All rights reserved.

320 of 658
# TURO CANTINA

## 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 Lilly**
  - 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, fevertree 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

- **Revolución**
  - reposado reserva, 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 & cilantro, quick pickled chilies
    - 4.00

  - **Al pastor**
    - grilled pineapple, pickled red onions, cotija 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, cotija cheese
- 3.00

## The Others
- **Caesar**
  - red leaf romaine, cotija, 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

- **Gacamole**
  - Served with chips and salsa
  - 8.00

- **Queso Fundido**
  - chicken chorizo, marinated 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 jarrillo
  - 11.00

## Dessert
- **Churros**
  - 4.00

- **Tres Leche**
  - 7.00

- **Flan**
  - coconut
  - 6.00

**Consumer Advisory:** Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of foodborne illnesses.
CERTIFICATE OF COMPLETION

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) 376-1587

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

(Approved 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) 376-1587

STUDENT COPY
<table>
<thead>
<tr>
<th>Course Purchased:</th>
<th>October 12, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Registered:</td>
<td>October 12, 2016</td>
</tr>
<tr>
<td>Course Progress:</td>
<td>Course Completed</td>
</tr>
<tr>
<td>Date Completed:</td>
<td>October 12, 2016</td>
</tr>
</tbody>
</table>
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 Haggerty 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
Memorandum

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

From: David D. Stoneback, Public Works Agency Director

Subject: Ordinance 117-O-18, Amending City Code 7-12-17,
   Increasing the Meter Charges and Water Rates

Date: October 12, 2018

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

Livability Benefits:
Built Environment: Manage water resources responsibly

Summary:
Staff is recommending an eleven percent (11%) water rate increase. The existing water
rate is billed as a minimum charge for the first 5 units based on water meter size, and a
quantity charge for every unit in excess of the first 5 units in the bi-monthly billing period
(1 unit = 100 cubic feet or 748 gallons of water).

Effective January 1, 2019, both the minimum charge and the quantity charge are
proposed to be raised by seven percent. For the 5/8-inch and the 3/4-inch meter sizes
(the meter sizes most commonly used in single family homes), the minimum charge for
the first 5 units consumed in the bi-monthly billing period will increase from $8.83 to
$9.80. The quantity charge for usage in excess of the first 5 units will increase from
$2.47 per unit to $2.74 per unit. A fee table for the proposed water rates is provided in
Exhibit 1.
EXHIBIT 1
PROPOSED 2018 WATER RATES AND MINIMUM CHARGE STRUCTURE

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Minimum Charges As of 1/1/2018</th>
<th>Minimum Charges Proposed 1/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; &amp; 3/4&quot;</td>
<td>$8.33</td>
<td>$9.80</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$17.61</td>
<td>$19.55</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$32.97</td>
<td>$36.60</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$51.92</td>
<td>$57.63</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$91.43</td>
<td>$101.49</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$146.46</td>
<td>$162.57</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$258.28</td>
<td>$286.69</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$437.23</td>
<td>$485.33</td>
</tr>
</tbody>
</table>

*The minimum charges include the first 5 units (500 cubic feet) of water consumed per bi-monthly billing period.

<table>
<thead>
<tr>
<th>Quantity Charge</th>
<th>Quantity Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Usage in Excess of 5 Units*</td>
<td>Effective 1/1/2018</td>
</tr>
<tr>
<td>$2.47 per unit</td>
<td>$2.74 per unit</td>
</tr>
</tbody>
</table>

*1 unit = 100 cubic feet of water consumption. As of January 1, 2019, customers would be charged $2.74 per unit of usage in excess of the minimum in each bi-monthly billing period.

Analysis:
The financial goals of the water fund are to maintain a minimum cash balance of $3,500,000 and to keep debt service expenses to less than twenty-five percent of the operating capital while maintaining the water treatment plant in good operating condition and to replace or rehabilitate one percent (1.5 miles) of the water distribution system annually.

The major challenge in meeting these financial goals is the annual cost to replace 1.5 miles of the water distribution system. The cost to complete this type of work is approximately $3,600,000 annually and continues to increase.
A 2017 article in the Chicago Tribune indicated that Evanston had one of the lowest water rates, and also had a very low percentage of water loss through leaky pipes or water main breaks. Another statistic reviewed in the article was the age of the water main pipes. For the 163 communities surveyed in the article, the average percentage of water main over 60 years old was 29.3%. In Evanston 62.8% of the water mains are over 60 years old, much higher than the average of all the communities. Several other surrounding communities (Skokie, Lincolnwood, Morton Grove, and Park Ridge) also have high percentages of water mains over 60 years old. The article indicates that 88% of Skokie’s water mains are over 60 years old. However, Evanston is unique in the age of its water mains because unlike Skokie, whose water mains were mostly constructed in the late 1940s, early 1950s, Evanston water main system is much older. Evanston has nearly 50 miles, or 32% of the total system, that is over 100 years old and another 40 miles, or 25% of the total system, that is over 80 years old. These older water mains are constructed of cast iron pipes which are projected to have a useful life of 125 years. A map indicating the age of the Evanston water main is attached for reference.

It is therefore critical for Evanston to continue to replace water main each year. Since this work should be completed annually, staff recommends that the cost to complete this work be provided by the water fund without the need to sell bonds. The majority (78%) of the Evanston water mains are comprised of smaller diameter water mains that Evanston retail customers are solely responsible for. The responsibility for the remaining 22% of the distribution system is equally shared with Skokie. Unlike projects at the water plant where all of the wholesale water customers help fund the improvements, funding for water main projects is vastly dependent on revenue from the Evanston retail users.

Impact to Users:
Exhibit 2 illustrates staff’s recommendation for both the sewer and water rates adjustments over the next several years. It is staff’s recommendation to continue to lower the sewer rate, as debt service from the Long Range Sewer Improvement project decreases, and to raise the water rate accordingly so that the Evanston users do not realize any overall increase to the sewer and water rates.

EXHIBIT 2
Evanston Combined Water & Sewer Rates per 100 Cubic Feet

<table>
<thead>
<tr>
<th>YEAR</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer Rate per 100 CF</td>
<td>$3.82</td>
<td>$3.66</td>
<td>$3.39</td>
<td>$3.09</td>
<td>$3.09</td>
</tr>
<tr>
<td>Water Rate per 100 CF</td>
<td>$2.31</td>
<td>$2.47</td>
<td>$2.74</td>
<td>$3.04</td>
<td>$3.04</td>
</tr>
<tr>
<td>Total Percent Change</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Raising the water rates helps provide the funding needed for the annual water main replacement program, minimizing the amount of bonds needed to fund the program.
Summary:
Evanston’s water and sewer rates are based on one-hundred cubic feet units because water meters measure water usage in cubic feet. Municipalities bill in different units, including 100 cubic feet, 1,000 cubic feet and 1,000 gallons. In order to compare the Evanston rate to other municipalities, all rates were converted to a cost per 1,000 gallons.

Even with the proposed 2019 water rate increase, Evanston’s water rate at $3.30 / 1,000 gallons will continue to be the lowest in the Chicagoland area. Evanston’s sewer rate, at $4.89 / 1,000 gallons will continue to be one of the highest in the Chicagoland area. However, Evanston’s combined water and sewer rate at $8.19 / 1,000 gallons is in the midpoint of the surrounding communities.

EXHIBIT 3
Evanston Combined Water & Sewer Rates per 1,000 Gallons

<table>
<thead>
<tr>
<th>Community</th>
<th>Water</th>
<th>Sewer</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Ridge</td>
<td>$3.97</td>
<td>$1.42</td>
<td>$5.39</td>
</tr>
<tr>
<td>Palatine</td>
<td>$4.25</td>
<td>$1.25</td>
<td>$5.50</td>
</tr>
<tr>
<td>Buffalo Grove</td>
<td>$4.92</td>
<td>$1.21</td>
<td>$6.13</td>
</tr>
<tr>
<td>Skokie</td>
<td>$6.14</td>
<td>$ -</td>
<td>$6.14</td>
</tr>
<tr>
<td>Wheeling</td>
<td>$6.09</td>
<td>$1.50</td>
<td>$7.59</td>
</tr>
<tr>
<td>Des Plaines</td>
<td>$6.88</td>
<td>$0.76</td>
<td>$7.64</td>
</tr>
<tr>
<td>Arlington Heights</td>
<td>$6.09</td>
<td>$1.57</td>
<td>$7.66</td>
</tr>
<tr>
<td>Chicago</td>
<td>$3.95</td>
<td>$3.95</td>
<td>$7.90</td>
</tr>
<tr>
<td>Glenview</td>
<td>$6.80</td>
<td>$1.37</td>
<td>$8.17</td>
</tr>
<tr>
<td><strong>Evanston</strong></td>
<td>$3.30</td>
<td>$4.89</td>
<td>$8.19</td>
</tr>
<tr>
<td>Niles</td>
<td>$8.44</td>
<td>$0.75</td>
<td>$9.19</td>
</tr>
<tr>
<td>Wilmette</td>
<td>$3.58</td>
<td>$5.67</td>
<td>$9.25</td>
</tr>
<tr>
<td>Lincolnwood</td>
<td>$8.69</td>
<td>$1.00</td>
<td>$9.69</td>
</tr>
<tr>
<td>Deerfield</td>
<td>$5.89</td>
<td>$4.42</td>
<td>$10.31</td>
</tr>
<tr>
<td>Lincolnshire</td>
<td>$5.65</td>
<td>$6.06</td>
<td>$11.71</td>
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<tr>
<td>Schaumburg</td>
<td>$9.90</td>
<td>$2.05</td>
<td>$11.95</td>
</tr>
<tr>
<td>Morton Grove</td>
<td>$10.81</td>
<td>$1.15</td>
<td>$11.96</td>
</tr>
<tr>
<td>Oak Park</td>
<td>$9.33</td>
<td>$2.67</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

Staff believes that other communities will increase their combined rates over the next several years, where Evanston is projecting to avoid any combined rate increase. As a result, staff anticipates that the Evanston rate will move towards the top of this list and be one of the lower combined rates.

Attachments:
Ordinance 117-O-17
Water distribution main age map
AN ORDINANCE

Amending City Code Section 7-12-17,
City Waterworks System “Charges, Rates, Fees and Penalties”

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Section 7-12-17 “Charges, Rates, Fees and Penalties” of
the City Code of 2012 is hereby amended to read as follows, to include a eleven
percent (11%) rate increase effective January 1, 2019.

7-12-17: CHARGES, RATES, FEES AND PENALTIES:

The fees and penalties for the waterworks system shall be paid according to the
following table. Fees and penalties not covered by this table shall be as described in
Section 1-4-1 of this Code.

<table>
<thead>
<tr>
<th>Waterworks System Charges, Rates, Fees and Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction Water Fee</strong> (prior to meter installation)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Connection Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initial Connections:</strong></td>
</tr>
<tr>
<td>¾ inch displacement</td>
</tr>
<tr>
<td>¾ inch displacement</td>
</tr>
<tr>
<td>1 inch displacement</td>
</tr>
<tr>
<td>1 ½ inch displacement</td>
</tr>
<tr>
<td>2 inch displacement, compound, or turbine</td>
</tr>
<tr>
<td>3 inch displacement</td>
</tr>
<tr>
<td>3 inch compound</td>
</tr>
<tr>
<td>3 inch turbine</td>
</tr>
<tr>
<td>4 inch displacement or compound</td>
</tr>
<tr>
<td>4 inch turbine</td>
</tr>
<tr>
<td>6 inch displacement or compound</td>
</tr>
<tr>
<td>6 inch turbine</td>
</tr>
<tr>
<td>8 inch compound</td>
</tr>
<tr>
<td>8 inch turbine</td>
</tr>
</tbody>
</table>
### Upgrade Connections:
The fee for upgrading to a larger connection shall equal the difference between the costs of the new, larger connection and the original connection.
The fees collected for Initial Connections and Upgrade Connections shall be placed in a special account earmarked for the purpose of funding capital investment in new waterworks facilities.

### Replacement Connections:
- Services, 2" and smaller
- Services, greater than 2"

### Water Meter Installation Permit Fee
Section 7-12-6-2(B)
- $100.00

### Water Meter Transfer Fee
Section 7-12-6-2(B)2
- $100.00/ diametric inch

### Meter Charges & Water Rates

<table>
<thead>
<tr>
<th>Size</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; and ¾&quot;</td>
<td>$8.639.80</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$17.6419.55</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$32.9736.60</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$51.9257.63</td>
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<tr>
<td>3&quot;</td>
<td>$91.43101.49</td>
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<tr>
<td>4&quot;</td>
<td>$146.46162.57</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$258.28286.69</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$437.23485.33</td>
</tr>
<tr>
<td>2.472.74/ 100 cubic feet</td>
<td></td>
</tr>
</tbody>
</table>

### Water Turn On Fee
- During business hours: $25.00
- Outside of business hours: $75.00

### Fire Service Semi-Annual Charge
Section 7-12-8
- $20.00/ diametric inch/ 6 months

### Air Conditioning Device Annual Demand Charge
(unless equipped with water conservation device)
Section 7-12-9-2(C)
- $20.00/ ton capacity over 5 tons

### Unauthorized Water Turn On Penalty
- Services, 2" and smaller: $100.00
- Services, greater than 2": $500.00

### Shut-Off for Property Vacancy Fee
Section 7-12-13
- $50.00

### Lawn Sprinkling Restriction Violation Penalty
Section 7-12-14-2(C)
- $25.00 - $500.00 per day of violation
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Penalty For Tampering With City Waterworks System</strong></td>
<td><strong>$500.00 plus the estimated cost of water</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Section 7-12-15(A)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Penalty for Obstruction of Roundway, Service Box or Water Meter</strong></td>
<td><strong>$50.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Section 7-12-15(B)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cross Connection Control Device Installation Permit Fee</strong></td>
<td><strong>$40.00/ device</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subsection 7-12-16-4</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Annual Cross Connection Control Fee</strong></td>
<td><strong>$35.00/ device</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subsection 7-12-16-6</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3:** If any provision of this Ordinance 117-O-18 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each 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 117-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.
Introduced: ________________, 2018

Adopted: ________________, 2018

Approved: ____________________, 2018

_______________________________

Stephen H. Hagerty, Mayor

Attest: _______________________

Devon Reid, City Clerk

Approved as to form:

______________________________

Michelle L. Masoncup, Corporation Counsel
Memorandum

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

From:    David D. Stoneback, Public Works Agency Director

Subject: Ordinance 118-O-18, Amending City Code 7-13-3,
          Decreasing the Sewer User Rates

Date:    October 15, 2018

Recommended Action:
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).

Livability Benefits:
Built Environment: Manage water resources responsibly

Analysis:
Approximately 40% of the sewer fund budget is for debt service. The vast majority of
the debt service is a result of borrowing funds for the City’s $210 million Long Range
Sewer Improvement program that was constructed between 1991 and 2008. Final debt
service payments for two IEPA loans were made during 2018, reducing the debt service
amount by over $760,000.

Using a cost of service analysis, staff determined that the sewer user charge could be
reduced by 7.5% and still provide sufficient funding to allow the sewer fund to maintain
a minimum cash balance of $2,500,000 and provide funding for rehabilitation of 1% of
the combined sewer system and implement storm water management improvements.

History:
The sewer user charge was raised to its maximum rate of $3.94 per billing unit in March
2004. The sewer user charge was reduced by 3% (to $3.82) in 2017 and 4% (to $3.66)
in 2018. In January 2011, a minimum sewer charge and a second tier sewer charge
was established for tax exempt properties.

Attachments:
Ordinance 118-O-18
AN ORDINANCE

Amending City Code Section 7-13-3 to Decrease Sewer User Rates

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

SECTION 1: Section 7-13-3 “Sewer User Rates” of the City Code of 2012 is hereby amended to read as follows, to include a seven and half percent (7.5%) rate decrease in the Sewer User Rates as provided below, effective January 1, 2019:

7-13-3. - SEWER USER RATES.

(A) There is hereby established a sewer user charge for the use of, and service supplied by, the public sewer of the City. The sewer user charges shall be assessed for all users each bimonthly billing period commencing on or after January 1, 2019.

(B) The sewer user charge for users of the system within the City that are not exempt from the payment of property taxes shall be three dollars sixty-six thirty-nine cents ($3.6639) per billing unit of water consumed.

(C) The sewer user charge for users of the system within the City that are exempt from the payment of property taxes shall be three dollars sixty-six thirty-nine cents ($3.6639) per billing unit for the first one hundred (100) billing units of water consumed. Thereafter, the sewer user charge shall be four dollars fifty-three cents ($4.53) per billing unit in excess of one hundred (100) billing units of water consumed.

(D) The adequacy of the sewer user charge shall be reviewed annually by the City Council. The sewer user charge will be revised by ordinance as needed.

(E) The users of the public sewer will be notified of any change in the total sewer user charges in conjunction with the regular sewer billing.

(F) Those furnished with sewer service only, and not connected with or supplied with water from the City water supply system, shall pay a bimonthly sewer service fee based on a calculated estimate of the volume of use at the rate established in Subsection (A) of this Section.

(G) Those furnished with water service only and not connected with or supplied with sewer service shall pay only the water rates and charges established by Section 7-12-17 of this Title.
(H) Those furnished with water and sewer service but not consuming any water shall pay a bimonthly minimum sewer service charge of nineteen sixteen dollars ten ninety-five cents ($19.16.95).

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance 118-O-18 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each 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 118-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.

Introduced: _________________, 2018
Adopted: _________________, 2018

Approved: ________________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest: _________________________
Devon Reid, City Clerk

Approved as to form: _________________________
Michelle L. Masoncup, Corporation Counsel
Memorandum

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

From: David D. Stoneback, Public Works Agency Director

Subject: Ordinance 128-O-18, Amending City Code 8-4, Municipal Solid Waste and Increasing the Sanitation Service Charges

Date: October 15, 2018

Recommended Action:
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.

Livability Benefits:
Climate & Energy: Reduce material waste, Reduce greenhouse gas emissions
Health & Safety: Improve health outcomes

Summary:
This chapter of the City Code was rewritten to add new definitions; include language regarding food scrap and compostable materials; provide language regarding equal access to services; and to format the code in a more logical structure.

In addition, the following sanitation service charge increases are recommended:

1) A 15% increase to the monthly charge per 95 or 65 gallon roll out cart used for refuse collection and disposal.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Current Charge</th>
<th>Proposed Charge</th>
<th>Cost Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>95 gallon cart charge per month</td>
<td>$17.95</td>
<td>$20.64</td>
<td>15% increase</td>
</tr>
<tr>
<td>Annual Cost</td>
<td>$215.40</td>
<td>$247.68</td>
<td>$32.28</td>
</tr>
<tr>
<td>65 gallon cart charge per month</td>
<td>$7.95</td>
<td>$9.14</td>
<td>15% increase</td>
</tr>
<tr>
<td>Annual Cost</td>
<td>$95.40</td>
<td>$109.68</td>
<td>$14.28</td>
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2) A 2.3% increase to the per month, per unit charge for condominium municipal solid waste collection and disposal.
### Analysis of Sanitation Service Charges:

<table>
<thead>
<tr>
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<th>Proposed Charge</th>
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<td>Per month per unit</td>
<td>$8.65</td>
<td>$8.85</td>
<td>2.3% increase</td>
</tr>
<tr>
<td>Annual Cost</td>
<td>$103.80</td>
<td>$106.20</td>
<td>$2.40</td>
</tr>
</tbody>
</table>

3) Increase of the charge for a special pick up.

<table>
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<td>Fee for first 3 cubic yards (minimum)</td>
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<td>$100.00</td>
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</tr>
<tr>
<td>Fee for each additional cubic yard</td>
<td>$10.00</td>
<td>$25.00</td>
<td>$15.00</td>
</tr>
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</table>

### Analysis of Code Modifications:

The proposed code establishes new definitions for construction debris, food scrap, compostable materials, special collection and special pick up in section 8-4-1.

The current code indicates that the disposal of building materials shall be undertaken by the property owner at their own expense. The construction debris definition aligns with the definition in the building code and clarifies what materials the property owner is responsible to dispose of at their own cost. This is stated in section 8-4-3, General Disposal Requirements, paragraph (H).

In 2017 the City began to allow food scrap and compostable materials to be placed in yard waste roll out carts, or to be collected by a private scavenger under contract with the City. Definitions of food scrap and compostable materials are being added to clarify what products can be collected in this manner. Food scrap and compostable materials are further discussed in section 8-4-3, General Disposal Requirements; in section 8-4-5, Compostable Material Disposal Requirements; and in 8-4-6, General Receptacle Requirements in paragraph (B).

The current code indicates that placing non-recyclable material in a receptacle indicated for recyclable materials would result in a special pick up fee for the collection and disposal. Due to the increased special pick up charges, staff recommends that this type of collection be charged as a special collection charge at a fee of $25.00 per occurrence. The special collection service is discussed in section 8-4-4, Recyclable Materials Disposal Requirements, paragraph (B) and section 8-4-5, Compostable Material Disposal Requirements, paragraph (B).

The current code is vague about the definition of a special pick up. The proposed code provides a definition for a special pick up. The special pick up service is further discussed in section 8-4-3, General Disposal Requirements, in paragraphs (K) and (L) and in section 8-4-9-1, Collection Service, in paragraphs (E) and (F).

In section 8-4-3, General Disposal Requirements, paragraph (M) language was added regarding equal access to service. This section indicates that all properties shall provide appropriate levels of recycling service and make occupants aware of services available to provide compostable material collection.

### Analysis of Sanitation Service Charges:
In September and October of 2017 staff made several presentations to the City Council on the solid waste services, charges and fund balance. On October 9, 2017, Council directed staff not to increase any service charges and to improve the fund balance by increasing property taxes specifically for the solid waste fund. This action was then approved as part of the FY2018 budget process. The projection provided to the Council on October 9, 2017 indicated that the solid waste fund would have a positive fund balance in 2020 following property tax increases of 1% in 2018 and 2019 and 1.25% in 2020 along with a reduction of the general fund transfer of $700,000 in 2018, to $350,000 in 2019 and no transfer in 2020. A copy of this October 2017 projection, titled Attachment 2 (Option 2) is attached for reference.

Following this direction, a decision was made at the end of 2017 not to make a final transfer to the solid waste fund from the general fund. This resulted in the solid waste fund starting FY2018 with a negative balance of $1,061,996 rather than the projected negative balance of $800,000.

During FY2018 it became apparent that the anticipated revenue was not being realized from the solid waste franchise fee, recycling penalty charges and special pick up charges. Additionally, as part of the FY2018 budget process the salary of several sanitation employees that had been funded by the general fund were transferred to the solid waste fund. As a result, it is anticipated that the solid waste fund will have a negative operating balance in FY2018 of $62,000 resulting in a negative solid waste fund balance of $1,123,600 at the beginning of FY2019.

For FY2019, the transfer from the general fund to the solid waste fund will be reduced to $150,000 instead of the anticipated transfer of $350,000.

In order to obtain a positive fund balance in the solid waste fund, staff is recommending that the property tax increases continue as originally proposed (1% in 2018 and 2019 and 1.25% in 2020). However service charges must also increase in order to accomplish the goal of a positive fund balance.

**Refuse Collection Proposed Charge Increase**

Staff is recommending a 15% increase for the monthly charge for both the 95-gallon and 65-gallon roll out cart as indicated in the following table.

<table>
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<tr>
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</tbody>
</table>

The current charge for a 95-gallon cart of $17.95 became effective on January 1, 2014 and the current charge for a 65-gallon cart of $7.95 became effective on January 1, 2012.
The impact of the rate increase for a property with one 95-gallon cart will be an additional $32.28 annually, from the current annual amount of $215.40 to the proposed annual amount of $247.68. The impact of the rate increase for a property with one 65-gallon cart will be an additional $14.28 annually, from the current annual amount of $95.40 to the proposed annual amount of $109.68.

These proposed rate increases will generate an additional $427,000 annually for the solid waste fund.

**Condominium Collection Proposed Charge Increase**

Staff is recommending a 2.3% increase for the monthly charge per unit for condominium refuse collection as indicated in the following table.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Current Charge</th>
<th>Proposed Charge</th>
<th>Cost Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per month per unit</td>
<td>$8.65</td>
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<td>2.3% increase</td>
</tr>
<tr>
<td>Annual Cost</td>
<td>$103.80</td>
<td>$106.20</td>
<td>$2.40</td>
</tr>
</tbody>
</table>

The current charge for condominium refuse collection became effective on November 1, 2016. The contract with Lakeshore Recycling Systems, Inc. allows for an annual increase in their rate based on the change in the Consumer Price Index. Based on this, Lakeshore’s price will go up 2.10% beginning November 1, 2018. Additionally, the cost for City employees is going up as well along with the cost to replace the vehicles used by City employees.

This proposed rate increase will generate an additional $13,400 annually for the solid waste fund.

**Special Pick Up Proposed Charge Increase**

Staff is recommending increases for the special pick up charges as indicated in the following table.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Current Charge</th>
<th>Proposed Charge</th>
<th>Cost Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee for first 3 cubic yards (minimum)</td>
<td>$60.00</td>
<td>$100.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Fee for each additional cubic yard</td>
<td>$10.00</td>
<td>$25.00</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

The current charges for a special pick up began effective June 1, 2016.

The cost for the City to provide the special pick up service totals $271,000, which includes $246,000 for labor and equipment and $25,000 for disposal fees. In 2017 there were 1,600 special pick ups that generated $123,700. Assuming that special pick up requests remain constant, the proposed new charges are projected to generate $225,000 in revenues. This is a service that is only used by approximately 12% of the residential properties since most properties take advantage of the twice per year free bulk pick up service.

An alternative to providing the special pick up service is to eliminate the service and make property owners responsible to hire a vendor, such as Waste Management, to
make the collection. The table below provides a cost comparison between the City’s proposed charge and the charge to have the same service provided by a vendor.

<table>
<thead>
<tr>
<th>Amount of Debris</th>
<th>Vendor Charge</th>
<th>City Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Cubic Yards</td>
<td>$216</td>
<td>$100</td>
</tr>
<tr>
<td>6 Cubic Yards</td>
<td>$392</td>
<td>$175</td>
</tr>
</tbody>
</table>

**Solid Waste Fund Projection**

Attach is an exhibit that indicates the solid waste fund projection through 2022 when the contracts with the current vendors expire. This projection assumes that the recommended service charges are accepted. The projection also includes the purchase of an RFID system in FY 2019. This system will allow for better tracking and inventory of the yard waste carts.

The projection indicates that the solid waste fund will have a positive fund balance at the end of FY2021.

**Attachments:**
- Ordinance 128-O-18
- 2017 Solid Waste Projection
- Solid Waste Projection with Proposed Rate Increases
AN ORDINANCE

Amending City Code Title 8, Chapter 4 “Municipal Solid Waste”

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

SECTION 1: Title 8, Chapter 4 “Municipal Solid Waste” of the City Code of 2012 is hereby amended to fully replace the current chapter with the following text provided below:

CHAPTER 4 - MUNICIPAL SOLID WASTE

8-4-1. - DEFINITIONS.

In the construction and application of this Chapter, the following words shall have the meanings respectively ascribed to them in this Section:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTAMINATED.</td>
<td>Not in its pure state; tainted, putrefied, polluted, or unclean</td>
</tr>
<tr>
<td>CONSTRUCTION DEBRIS.</td>
<td>Any building material generated from the installation, repair, maintenance placement, alteration, enlargement, demolition, or abandonment of facilities</td>
</tr>
<tr>
<td>FOOD SCRAPS.</td>
<td>All fruit, all vegetables, coffee grounds, coffee filters, meats, bones, dairy products, eggs, egg shells, unwrapped candy, sugars, syrups, fried food, grains, baked goods, seafood, spices, herbs, tea, tea bags (without staples) and food soiled paper. Other materials such as: weeds, houseplant scraps, cold ashes from fireplace/grill, unlined paper products, BPI certified compostable bags, BPI certified compostable products, PLA Natureworks items, and Compostable kitchenware (ASTM D-6400 Certified)</td>
</tr>
</tbody>
</table>
| **COMPOSTABLE MATERIALS.** | Yard Waste, Food Scraps, and products or materials that will completely break down into organic matter within 180 days and the microorganisms present in compost will consume the material at the same rate they would natural materials (i.e. Food Scraps, Yard Waste and soiled paper).  
To ensure material meets the 180 days within this definition it must meet one of the following criteria:  
(a) The product packaging or the specific product includes the BPI logo;  
(b) The product packaging or the specific product includes the phrase "meets ASTM standards for compostability"; or  
(c) The product packaging or the specific product has been designated "Certified Compostable" by the Biodegradable Products Institute (BPI).  
Any other materials agreed upon in writing between the City and a private scavenger under contract with the City |
|**MUNICIPAL SOLID WASTE.** | Includes recyclable materials, refuse, compostable materials and yard waste. Does not include construction debris |
|**PRIVATE SCAVENGER.** | Any nongovernmental entity or any person(s) not employed by a governmental entity, engaged in the business of collecting, transporting, and/or disposing of municipal solid waste |
|**RECYCLABLE MATERIALS.** | Any material that can be recycled or reused |
|**REFUSE.** | Includes all discarded, unwanted, or rejected materials, not including yard waste, compostable materials, recyclable materials or construction debris |
|**SPECIAL COLLECTION.** | The collection, transportation and disposal of non-recyclable materials placed in a receptacle indicated for recyclable materials. |
|**SPECIAL PICK UP.** | The collection, transportation and disposal of municipal solid waste that accumulates or remains in any street, alley or other public place or in any place where its presence constitute a nuisance to others or a potential or actual hazard to health, sanitation or safety and/or which is too large to fit in the container provided by the City. |
YARD WASTE. Includes all grass clippings, leaves, tree prunings and woody wastes, weeds, brush, and other compostable landscape type material

8-4-2. - DIRECTOR OF PUBLIC WORKS; SUPERVISION.

(A) All matters relating to or affecting the collection, removal, or disposal of municipal solid waste shall be subject to the supervision and direction of the Director of Public Works or his/her designee. Designees of the City Manager are also hereby authorized to enforce all provisions of this title relating to such matters.

(B) Police Powers. The Director of Public Works or his/her designees shall have full police powers to issue complaints, citations, notices to appear, and summonses for the violation of any provision this Section.

8-4-3. - GENERAL DISPOSAL REQUIREMENTS.

(A) All refuse must be stored in clean, leakproof, nonabsorbent receptacles during storage.

(B) Refuse may be stored in:

1. Roll out carts provided by the City;

2. Thirty-gallon or less plastic trash bags without any perishable items in them;

3. Roll out carts or dumpsters provided by the private scavenger under contract with the City; or

4. Roll out carts or dumpsters provided by a private scavenger if an exception from the municipal solid waste franchise service is granted.

(C) Recyclable materials may be stored in:

1. Roll out carts provided by the City;

2. Roll out carts or dumpsters provided by the private scavenger under contract with the City; or

3. Roll out carts or dumpsters provided by a private scavenger if an exception from the municipal solid waste franchise service is granted.
(D) Yard Waste may be stored in:

1. Roll out carts purchased from the City and owned by the property owner;

2. Thirty-gallon or less biodegradable paper bags designated for yard waste; or

3. Yard waste consisting of brush or tree branches may be tied in bundles which must be no more than four feet (4') in length and tied with cloth ties. Tree branches less than four inches (4") in diameter are considered yard waste and will be collected by City crews; larger branches must be removed at the expense of the resident. The diameter of the bundles must not exceed three feet (3'). Bundles tied with plastic, wire, or rope will not be accepted.

(E) Food Scraps may be stored in:

1. Refuse roll out carts provided by the City;

2. Food and Yard waste roll out carts purchased from the City during the food and yard waste collection season; or

3. In a container provided by a private scavenger under contract with the City.

(F) The maximum weight of refuse, or recyclable materials or compostable materials placed into a roll out cart or food and yard waste bag may not exceed fifty (50) pounds. The volume of material placed into a roll out cart must allow the lid of the cart to fully close onto the cart body.

(G) The maximum volume of material placed in a dumpster provided by a private scavenger shall not exceed the capacity of the dumpster and allow for the dumpster lid to fully close onto the dumpster body.

(H) The disposal of construction debris shall be undertaken by the dwelling occupant or owner at his/her own expense utilizing the private scavenger under contract with the City.

(I) Occupiers, owners, or operators of residences and business or commercial properties shall not use waste receptacles placed on the public way by the City to collect refuse, recycling or compostable material disposed of by passersby.
(J) Recycling of Electronic Products Required: Pursuant to the Electronic Products Recycling and Reuse Act (415 ILCS 5/1 et seq., as amended), the following electronic products shall not be disposed of in any municipal solid waste container by any person or business and must be recycled: televisions, printers, electronic keyboards, electronic mice, cable receivers, satellite receivers, monitors, facsimile machines, videocassette recorders, digital video disc (DVD) players, digital video disc (DVD) recorders, digital converter boxes, computers (including tablets), scanners, stereo equipment and speakers, portable digital music players, small scale servers, video game consoles, and cell phones.

(K) Disposal of larger municipal solid waste items or municipal solid waste in volume greater than what will fit into the provided and allowable receptacles requires a special pick up. Property owners are required to contact the City to schedule a special pick up. The municipal solid waste items to be disposed by a special pick up shall not be placed/stored on public property until the day that the special pick up is scheduled to occur.

(L) The Director of Public Works or the City Manager or his/her designee(s) shall designate procedures regulating the collection of refuse, garbage, large, heavy, or extraordinary materials and items.

(M) Equal access to service:

1. All properties shall provide appropriate levels of recycling service as determined by the City in accordance with City goals and priorities. In addition, all properties shall make tenants and occupants aware of services available to provide compostable materials collection.

2. No property owner, manager or representative shall deny access to a tenant or occupant to access appropriate recycling service or alternative diversion services such as compostable materials collection.

3. A property owner, manager or representative may elect to pass the cost of the alternative diversion services such as compostable material collection to occupants or tenants.

8-4-4. - RECYCLABLE MATERIALS DISPOSAL REQUIREMENTS.

(A) The recyclable materials listed in this Section set out for disposal shall be cleaned and segregated from any refuse and compostable material and set
out in special receptacles provided by the City or the franchise waste private scavenger(s):

1. Paper items including newspapers and all inserts, direct mail advertising, office paper, magazines, catalogs, phone books, cardboard, and chipboard (flattened cereal or tissue boxes, paper towels and toilet paper rolls, and food boxes). No waxed paper products will be accepted.

2. Glass jars and bottles without lids.

3. Aluminum cans, containers, and clean foil.

4. Steel and bimetal cans including empty aerosol cans and empty dry paint cans.

5. Plastic containers with material code numbers 1, 2, 3, 4, 5, and 7 without lids, and 12-pack rings.

6. Other articles may be prohibited by additional regulations promulgated by the Director of Public Works or the City Manager or his/her designee(s).

(B) Placing/mixing non-recyclable materials with recyclable materials in a receptacle indicated for recyclable material shall be a violation of this Chapter and may result in a special collection fee for the collection, transportation, and disposal of the non-recyclable material.

8-4-5. - COMPOSTABLE MATERIAL DISPOSAL REQUIREMENTS.

(A) Property owners are encouraged to dispose of compostable materials in the food and yard waste cart during the 9.5 months of the year that food and yard waste is collected. Property owners are also encouraged to participate in the year round food scrap collection program provided by a private scavenger under contract with the City.

(B) Acceptable compostable materials include:

1. Food Scraps such as: All fruit, all vegetables, coffee grounds, coffee filters, meats, bones, dairy products, eggs, egg shells, unwrapped candy, sugars, syrups, fried food, grains, baked goods, seafood, spices, herbs, tea, tea bags (without staples) and food soiled paper.
2. Other materials such as: Weeds, houseplant scraps, cold ashes from fireplace/grill, unlined paper products, BPI certified compostable bags, BPI certified compostable products, PLA Natureworks items and Compostable kitchenware (ASTM D-6400 Certified)

3. Any other materials agreed upon in writing between the City and a private scavenger under contract with the City.

(C) Placing/mixing non-compostable materials with compostable materials in a receptacle indicated for compostable materials shall be a violation of this Chapter and may result in a special collection fee for the collection, transportation, and disposal of the non-compostable material.

8-4-6. - GENERAL RECEPTACLE REQUIREMENTS.

(A) City Provided Refuse and Recycling Receptacles

1. Refuse and recycling roll-out carts provided by the City and will be imprinted with a serial number and stamped with the City seal. Ownership of the carts shall remain with the City and unauthorized removal of said carts shall be a violation of this Chapter.

2. Refuse and recycling roll-out carts will be maintained and repaired by the City. The City will replace the City issued roll-out cart for free of charge when it determines that a replacement is needed.

3. Refuse and recyclable materials placed in roll out carts must not exceed fifty (50) pounds and must be placed in a manner that will allow the roll out cart lid to completely close onto the cart.

4. Refuse containers used at residences with five (5) or less dwelling units shall be either the ninety-five (95) gallon or sixty-five (65) gallon roll-out carts provided by the City.

5. Recyclable materials containers provided by the City shall be either the ninety-five (95) gallon or sixty-five (65) gallon roll-out carts. The containers will have a blue lid and a weatherproof sticker indicating the acceptable and non-acceptable items for disposal.

(B) Food and Yard Waste Receptacles.

1. Kraft paper bags used for yard waste shall have a maximum capacity of thirty (30) gallons and weigh no more than fifty (50) pounds when filled. Branches shall not exceed four (4) inches in diameter and/or
four (4) feet in length. Branch and trimming bundles shall not exceed three (3) feet in diameter. No food scraps may be disposed of in a Kraft paper bag.

2. Property owners wishing to use a roll out cart for food and yard waste disposal may purchase a roll out cart from the City. The cost of these carts shall be as identified in section 8-4-11. These carts are then owned by the property owner.

3. Roll out carts purchased by the property owner and used for food and yard waste storage will be maintained and repaired by the City for the first five (5) years after they are purchased. After five (5) years from the date of purchase, the property owner is responsible for the repair/replacement of the food and yard waste roll out cart. Food and yard waste roll out carts will have a green lid and a weatherproof sticker indicating the acceptable and non-acceptable items for disposal.

4. Food and yard waste placed in the roll out cart must not exceed fifty (50) pounds and must be placed in a manner that will allow the roll out cart lid to completely close onto the cart.

(C) **Private Scavenger Provided Receptacles**

1. Receptacles provided by private scavengers shall be leak-resistant, rodent-resistant, lidded, and constructed of impervious material. The receptacles are subject to the inspection of the City of Evanston Health and Human Services Department.

2. Receptacles provided by private scavengers must display the name and address of the premises they serve in conspicuous lettering. Said lettering is to be maintained in a clean and legible condition. Containers shall be situated so that the required lettering is visible from the public way. This provision shall be waived in the event that private scavengers swap out containers during the weekly collection with new cleaned containers each and every week service is in effect.

3. Any private scavenger distributing receptacles within the City must, on an annual basis, provide the following information to the Director of Public Works or the City Manager or his/her designee(s).

   a. The name, address and telephone number of the scavenger service and their contact person’s name.
b. The name, address and telephone number of the owner and operator of the premises serviced by the private scavenger.

c. The number of receptacles provided, the capacity of each, their specific location and the frequency of pick up.

4. The private scavenger shall update the information provided to the City within ten (10) days of any changes to the service provided.

8-4-7. - OWNERSHIP OF RECYCLABLE MATERIALS.

Ownership of recyclable materials shall be vested in the City or in haulers authorized by the City. Unauthorized collection of recyclable materials set out for collection shall constitute a violation of this Chapter.

8-4-8. - DESIGNATION OF COLLECTION SITE; COLLECTION AGENT.

(A) Municipal solid waste collection containers shall be located aboveground. No collection will be made from containers set into the ground unless such containers were being serviced by City provided municipal solid waste collection service or a private scavenger as of the effective date hereof.

(B) Every building, establishment, institution, or premises shall contain a designated municipal solid waste collection site which meets the standards of convenience and health and safety for the community. This requirement shall be applicable to all construction sites and remodeling projects.

(C) All properties which abut an alley must designate a collection site at the edge of the property directly adjacent to the alley. Where practicable, the site should not be fenced or otherwise closed off in such a manner as to impede efficient collection. Any gates leading to the collection site from the alley shall be unlocked. The collection site may be on the alley itself, provided that containers shall not interfere with the free movement of vehicles in the alley.

(D) All properties that do not abut an alley:

1. Occupants of residences whose property does not abut an alley shall locate municipal solid waste receptacles along the curb immediately adjacent to the property, provided that containers shall not interfere with the free movement of vehicles in the street or pedestrians on walkways.

2. Municipal solid waste receptacles and all other refuse materials must be secured and placed in containers at the curb not earlier than six o'clock (6:00) P.M. of the day preceding collection nor later than
seven o'clock (7:00) A.M. on the day of collection. All containers must be removed from the curb no later than seven o'clock (7:00) P.M. on the day of collection or twelve (12) hours after actual collection, whichever occurs later.

(E) The designated collection site for municipal solid waste collection service by the City or private scavenger under contract with the City will be located so as to provide the highest degree of accessibility to the collection vehicles.

(F) Each premises occupied or used as a multi-family residential unit, business, or commercial purpose shall designate one individual or property management company, with contact information, who shall at all times be responsible for all requirements under this Chapter.

8-4-9. - COLLECTION RESPONSIBILITY.

8-4-9-1. - COLLECTION SERVICE.

(A) The City shall provide municipal solid waste collection service, not including the collection of construction debris, on a once per week basis when practicable, to the following:

1. All single-family detached homes. For purposes of this Section, a structure commonly called a "coach house" or "carriage house" is considered to be a "single-family detached home" separate from the principal house on the same lot.

2. All multiple dwellings of five (5) or fewer units.

3. Townhouse, row house, or multiple dwellings which are at least seventy five percent (75%) owner occupied for the entire housing complex, and that the Director of Public Works or the City Manager or his/her designee(s) determines shall be included in the municipal solid waste collection service based on accessibility. Townhouse, row house, and multiple dwellings that the Director of Public Works or the City Manager or his/her designee(s) determines shall not be included in the municipal solid waste collection service shall be serviced by the municipal solid waste franchise service pursuant to Section 8-4-9-1 (B) of this Chapter. A sanitation service charge for the municipal solid waste collection service will be charged as specified in Section 8-4-11 of this Chapter.

(B) Condominium, cooperative apartment, townhouse, or row house dwellings with six (6) or more units.
1. For condominium, cooperative apartment, townhouse, or row house dwellings with six (6) or more units, the City shall provide municipal solid waste collection service via private scavenger under contract with the City, not including the collection of construction debris, on a twice per week basis when practicable, to each unit of a condominium, cooperative apartment, townhouse, or row house dwelling which is at least seventy five percent (75%) owner occupied for the entire housing complex. A sanitation service charge for the municipal solid waste collection service will be charged as specified in Section 8-4-11 of this Chapter.

2. In the event a condominium/cooperative apartment has limited municipal solid waste storage capacity requiring removal more than twice per week, as determined by the Director of Public Works or the City Manager his/her designee(s), the extra collection service shall be obtained at the expense of the building occupants or owners.

(C) All other residences, businesses, institutions or other legal entities shall be serviced by the City franchise waste service pursuant to Section 8-4-9-2 of this Chapter unless the residence, business, institution, or other legal entity is:

1. Exempted from the municipal solid waste franchise service pursuant to Section 8-4-9-2-2 of this Chapter; or

2. Receiving municipal solid waste collection service from a private scavenger contracted by the City pursuant to Section 8-4-9-1 (B) of this Chapter; or

3. Serviced by a governmental agency other than the City; or

4. A university, hospital, or governmental agency.

(D) Any person or legal entity occupying any building required to provide private scavenger service shall, upon the request of the City Manager or his/her designee, provide a copy of the current contract for refuse collection with a licensed scavenger for the subject premises.

(E) Municipal solid waste that accumulates or remains in any street, alley or other public place where its presence constitutes a nuisance to others or a potential or actual hazard to health, sanitation or safety the Director of Public Works or the City Manager or his/her designee(s) shall have the municipal solid waste collected as a Special Pick Up.
(F) When municipal solid waste (other than construction debris) is too large to fit
in the container provided by the City, the property owner shall request a
Special Pick Up. If a Special Pick Up is not requested, the waste will be
tagged with a “non-collection notice” sticker. If the property owner does not
call within forty-eight (48) hours of the municipal solid waste being tagged, the
Special Pick Up will be performed and the property owner will be charged.

(G) If the City Manager or his/her designee determines that a Sunday municipal
solid waste pickup from a business or commercial premises is required in the
interest of the public health, welfare, or safety, he/she:

1. Shall order same and invoice the operator of the premises in
question for three hundred fifty dollars ($350.00); and

2. May cause the area in proximity to said receptacle to be cleaned. If
the area adjacent to the container is not kept clear of municipal solid
waste on a Sunday, the City may remove the municipal solid waste
adjacent to the container and invoice the operator of the premises in
question three hundred fifty dollars ($350.00) for each occurrence.
Nonpayment of any invoice issued pursuant to this Section within
thirty (30) days of its date shall constitute a violation of this Chapter.

8-4-9-2. - FRANCHISE.

8-4-9-2-1. - ESTABLISHING FRANCHISE WASTE SERVICE, GENERAL
REGULATIONS.

To regulate and control the collection, transportation, and disposal of municipal solid
waste, the City opts for an exclusive franchise waste service to collect, transport, and
dispose of municipal solid waste by one or more qualified private scavengers procured
through a competitive bidding process.

(A) The following shall be serviced by the exclusive municipal solid waste
franchise service:

1. All townhouse, row house, or multiple dwellings that the City does not
provide municipal solid waste collection to under Subsections 8-4-9-1(A)3 and (B) of this Chapter; and

2. All residences, businesses, institutions, or other legal entities
required in Subsection 8-4-9-1(C) of this Chapter to receive service
from the municipal solid waste franchise service; and
3. All residences, businesses, institutions, or other legal entities that want to participate year round food scrap collection program.

(B) All those required to receive franchise waste service shall be responsible for paying all fees in accordance with the exclusive franchise contract.

(C) Such service shall be performed as often as necessary to prevent a nuisance or a threat to public health, welfare and safety, but in no event, shall service be less than once each week. Containers designated for only food scraps may not be stored outdoors while containing food scraps for longer than one week.

(D) No person or legal entity occupying a building required to receive the municipal solid waste franchise service shall enter into contract for municipal solid waste collection. All such contracts entered into after November 1, 2008, are deemed invalid.

(E) Any entity not subject to service through the municipal solid waste franchise may petition the City Manager or the Director of Public Works or their designees, in writing, for such service.

8-4-9-2-2. - FRANCHISE SERVICE EXEMPTIONS.

Any person or legal entity occupying any building specified in Section 8-4-9-1 (C) of this Chapter may request, in writing, to the Director of Public Works or the City Manager or their designee(s), that they be exempted from the City franchise service. Said request shall specify the circumstances that necessitate such exemption status which may include, but are not limited to, a corporate contract whose provisions are outside the persons' or entities' control or a specialized service that cannot be provided by the City franchise service.

Any person or legal entity that has been granted an exemption from the City franchise waste service shall contract at its own expense with a private scavenger licensed by the City pursuant to Chapter 4½ of this title. Municipal solid waste pick up by the private scavenger shall be as often as may be required to prevent stored municipal solid waste from becoming a nuisance or a threat to the public health, welfare, or safety.

8-4-10. - RESPONSIBILITY FOR COMPLIANCE.

Every owner, occupant, agent, employee of an owner or occupant, including corporations, associations of owners and individuals responsible for the collection and removal of refuse, recyclable material, and yard waste/food scrap shall comply with each applicable provision of this Chapter.
8-4-11. - IMPOSITION OF SANITATION SERVICE CHARGES.

(A) *Refuse.* There is hereby established the following fee structure for the collection and disposal of refuse, as defined in Section 8-4-1 of this Chapter, by the City:

1. Nine dollars and fourteen cents ($9.14) per month per dwelling for one (1) City-issued sixty-five-gallon roll out cart, only.

2. Twenty dollars and sixty-four cents ($20.64) per month per dwelling for one (1) City-issued ninety-five-gallon roll out cart plus one (1) thirty-gallon or less trash bag.

3. Nine dollars and fourteen cents ($9.14) per month per dwelling for any additional roll out cart regardless of size. The initial monthly fee shall be based on the largest roll out cart present at the location.

4. Eight dollars and eighty-five cents ($8.85) per month per unit for each townhome, row house, or multiple dwellings which are at least seventy-five percent (75%) owner occupied for the entire housing complex.

(B) *Food and Yard Waste.* The fee structure for the collection and disposal of "compostable materials" as defined in Section 8-4-1 of this Chapter, by the city is:

1. One dollar and seventy-five cents ($1.75) per yard waste sticker. Purchasers shall affix one sticker to each bag of yard waste and/or branch and trimming bundle, regulated by Subsection 8-4-3 (D) of this Chapter, left for collection by the City.

2. Twenty-five dollars ($25.00) per year per yard waste cart.

(C) *Recyclable Materials.* The fee for the collection and disposal of "recyclable material" as defined in Section 8-4-1 of this Chapter, by the City for only multi-family apartment buildings six (6) units and greater is:

One dollar and eighty-five cents ($1.85) per unit per month in the multi-family apartment buildings with six (6) units or greater. Disposition requirements for recyclable materials are outlined in Section 8-4-4 and the proper receptacle for said materials is outlined in Section 8-4-6 above.

(D) *Special Pick Up.* The fee structure for the collection and disposal of "special pick up," as defined in Section 8-4-1 of this Chapter, by the city is set forth below:
1. One hundred dollars and no cents ($100.00) for the collection, transportation and disposal of up to three (3) cubic yards of municipal solid waste, compostable materials, or recyclable material.

2. Twenty-five dollars and no cents ($25.00) for the collection, transportation and disposal of each additional one (1) cubic yard of refuse, compostable materials, or recyclable material in excess of the initial three (3) cubic yards.

(E) Special Collection. The following fees are set for special collection and disposal of municipal solid waste, as defined in Section 8-4-1 of this Chapter:

1. Twenty-five dollars and no cents ($25.00) for the collection and disposal of non-recyclable materials in a receptacle indicated for recyclable materials.

2. Twenty-five dollars and no cents ($25.00) for the collection and disposal of non-compostable materials in a receptacle indicated for compostable materials.

(F) Purchase of a Food and Yard Waste Cart. The following fee is established for the purchase and delivery of each food and yard waste cart:

1. Eight-two dollars and fifty cents ($82.50) for the purchase of a ninety-five gallon roll out cart purchased through the office of the Public Works Director.

8-4-12. - BILLING PROCEDURES; DISPOSITION OF FUNDS.

The sanitation service charge, extra refuse container charge, special pick up fee, and special collection fee shall be added to and separately recited upon a statement of charges for water consumption, sewer service, solid waste collection service, extra refuse container charge, special pick up service, and special collection service. The statement will be prepared and mailed to the consumer at least every six (6) months. The statement is delinquent if unpaid after twenty (20) days from the date of the statement, and a penalty of ten percent (10%) of the amount due and owing for the period recited upon such statement will be added to such statement and collected in addition thereto. All revenue received in payment of the sanitation service charge, extra refuse container charge, special pick up fee, and the special collection fee shall be deposited in the solid waste fund.

Whenever any sanitation service charges, special pick up, or special collection fees remain unpaid after the expiration of thirty (30) days from the date of such statement, the water supply for the premises served and delinquent shall be terminated, and the
service cannot be resumed until all sanitation service charge, special pick up fee, and special collection fees in arrears are paid, including accrued penalties and a water turn on charge applied as listed in Section 7-12-17 of this code.

The City Manager, or his/her designee, shall enforce the provisions of this Chapter.

Those receiving franchise waste services shall be responsible for paying all fees in accordance with the exclusive franchise contract.

8-4-13. - CHARGES CONSTITUTE A LIEN.

Charges for the sanitation service charge, special pick up fees, and special collection fees shall be a lien upon the premises served pursuant to the law thereto pertaining. Whenever any charges remain unpaid for thirty (30) days after they were rendered, the City Manager or his/her designee will file or cause to be filed in the office of the Cook County Recorder of Deeds a statement of lien claim duly verified by his/her affidavit, or the affidavit of some other officer of the City having knowledge of the facts.

The failure to record such a lien or to mail notice thereof shall not affect the right of the City to foreclose or adjudicate such a lien, by an equitable action in accordance with the statutory requirements therefor and in the same manner as provided for water service in Section 7-12-7-4 of this code. The City Manager or his/her designee shall execute releases of such liens on behalf of the City upon receipt of payment therefor.

8-4-14. - PENALTY.

(A) Any person that violates the provisions of this Chapter except Sections 8-4-6-(C)-1, 8-4-6-(C)-4, 8-4-7, 8-4-11, 8-4-12, and 8-4-13 of this Chapter, shall be punishable by a fine of two hundred fifty dollars ($250.00). A separate offense shall be deemed committed for each day such violation occurs or continues.

(B) Any person that violates Section 8-4-6-(C)-1 of this Chapter shall be punishable by a fine of seventy-five dollars ($75.00). Each day that a receptacle is found to be in violation shall constitute a separate and distinct offense. In addition, the owner of a commercial waste receptacle, if different from a solid waste collection service provider, shall be jointly and severally liable with the solid waste collection service provider for any violation of Section 8-4-6-(C)-1.

(C) Any person that violates Section 8-4-6-(C)-4 of this Chapter shall be punishable by a fine of fifty dollars ($50.00). Each day that a receptacle is found in violation shall constitute a separate and distinct offense.
(D) Any person that violates Section 8-4-7 of this Chapter shall be punishable by a fine of one hundred dollars ($100.00). A separate offense shall be deemed committed for the unauthorized collection of each receptacle containing recyclable materials.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance 128-O-18 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each 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 128-O-18 shall be in full force and effect after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018  
Approved: ______________________, 2018

Adopted: _________________, 2018  
______________________________

______________________________

Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

______________________________

Devon Reid, City Clerk  
Michelle L. Masoncup, Corporation Counsel
## ATTACHMENT 2
### (OPTION 2)

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<tr>
<th>Row</th>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
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<tr>
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<td>2017 Fund Balance Projection</td>
<td>2018 Expenses</td>
<td>2018 Revenues Interfund Transfer Reduction and 1% Property Tax Increase</td>
<td>2019 Expenses (assuming a 2% expense increase across the board)</td>
<td>2019 Revenues Interfund Transfer Reduction and 1% Property Tax Increase</td>
<td>2020 Expenses (assuming a 2% expense increase across the board)</td>
<td>2020 Revenues Interfund Transfer Reduction and 1.25% Property Tax Increase</td>
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### Solid Waste Fund  October 2018

#### Revenues

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<th>Service</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Refuse (roll out cart charge)</td>
<td>$2,817,800</td>
<td>$3,244,770</td>
<td>$3,244,770</td>
<td>$3,244,770</td>
<td>$3,244,770</td>
</tr>
<tr>
<td>Condo Refuse (condo charge)</td>
<td>$578,200</td>
<td>$591,640</td>
<td>$591,640</td>
<td>$591,640</td>
<td>$591,640</td>
</tr>
<tr>
<td>Yard Waste (yard cart and stickers)</td>
<td>$217,700</td>
<td>$217,700</td>
<td>$217,700</td>
<td>$217,700</td>
<td>$217,700</td>
</tr>
<tr>
<td>Apartment Refuse (apartment charge)</td>
<td>$153,600</td>
<td>$153,600</td>
<td>$153,600</td>
<td>$153,600</td>
<td>$153,600</td>
</tr>
<tr>
<td><strong>Subtotal for all service charges</strong></td>
<td>$3,613,700</td>
<td>$4,207,710</td>
<td>$4,207,710</td>
<td>$4,207,710</td>
<td>$4,207,710</td>
</tr>
<tr>
<td>Service Charge Penalties</td>
<td>45,000</td>
<td>45,000</td>
<td>45,000</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Franchise fees</td>
<td>160,000</td>
<td>160,000</td>
<td>160,000</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>SWANCC Incentives Program</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Special Pick Up fees</td>
<td>100,000</td>
<td>246,000</td>
<td>246,000</td>
<td>246,000</td>
<td>246,000</td>
</tr>
<tr>
<td>Trash Cart Sales</td>
<td>20,000</td>
<td>18,000</td>
<td>18,000</td>
<td>18,000</td>
<td>18,000</td>
</tr>
<tr>
<td>Property Taxes</td>
<td>410,000</td>
<td>820,000</td>
<td>1,332,500</td>
<td>1,332,500</td>
<td>1,332,500</td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>705,967</td>
<td>150,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$5,074,667</td>
<td>$5,666,710</td>
<td>$6,029,210</td>
<td>$6,029,210</td>
<td>$6,029,210</td>
</tr>
</tbody>
</table>

#### Expenses

<table>
<thead>
<tr>
<th>Service</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service</td>
<td>$21,800</td>
<td>$22,745</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salary &amp; Benefits (includes Health)</td>
<td>$993,616</td>
<td>$1,096,695</td>
<td>$1,135,079</td>
<td>$1,174,807</td>
<td>$1,215,925</td>
</tr>
<tr>
<td>Condo refuse collection</td>
<td>$424,500</td>
<td>$433,300</td>
<td>$440,100</td>
<td>$455,200</td>
<td>$466,600</td>
</tr>
<tr>
<td>Residential refuse collection</td>
<td>$1,594,204</td>
<td>$1,626,400</td>
<td>$1,667,000</td>
<td>$1,708,700</td>
<td>$1,751,400</td>
</tr>
<tr>
<td>Yard waste collection</td>
<td>$657,451</td>
<td>$671,200</td>
<td>$688,000</td>
<td>$705,200</td>
<td>$722,800</td>
</tr>
<tr>
<td>SWANCC disposal fees</td>
<td>$750,000</td>
<td>$750,000</td>
<td>$768,750</td>
<td>$787,969</td>
<td>$807,668</td>
</tr>
<tr>
<td>Seasonal employees</td>
<td>$74,000</td>
<td>$74,000</td>
<td>$75,480</td>
<td>$76,990</td>
<td>$78,529</td>
</tr>
<tr>
<td>Other services &amp; supplies</td>
<td>$15,176</td>
<td>$6,176</td>
<td>$6,176</td>
<td>$6,176</td>
<td>$6,176</td>
</tr>
<tr>
<td>Capital Outlay (carts, lids &amp; dumpster)</td>
<td>$25,750</td>
<td>$25,750</td>
<td>$25,750</td>
<td>$25,750</td>
<td>$25,750</td>
</tr>
<tr>
<td>Capital Outlay (RFID system)</td>
<td>$85,000</td>
<td>$85,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Software support (RFID system)</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Studies (route study for RFID)</td>
<td>$20,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Equip (purchase)</td>
<td>$250,000</td>
<td>$275,900</td>
<td>$284,177</td>
<td>$292,702</td>
<td>$301,483</td>
</tr>
<tr>
<td>Auto Equip (maintenance)</td>
<td>$322,362</td>
<td>$322,362</td>
<td>$332,033</td>
<td>$341,994</td>
<td>$352,254</td>
</tr>
<tr>
<td>Outreach</td>
<td>$7,500</td>
<td>$7,500</td>
<td>$7,500</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$5,136,359</td>
<td>$5,437,028</td>
<td>$5,450,045</td>
<td>$5,602,988</td>
<td>$5,761,086</td>
</tr>
</tbody>
</table>

**OPERATING NET**

<table>
<thead>
<tr>
<th>Year</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Fund Balance</td>
<td>$(1,061,966)</td>
<td>$(1,123,658)</td>
<td>$(893,976)</td>
<td>$(314,811)</td>
<td>$111,411</td>
</tr>
<tr>
<td>Operating Net</td>
<td>$(61,692)</td>
<td>$229,682</td>
<td>$579,165</td>
<td>$426,222</td>
<td>$268,124</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>$(1,123,658)</td>
<td>$(893,976)</td>
<td>$(314,811)</td>
<td>$111,411</td>
<td>$379,535</td>
</tr>
</tbody>
</table>
Memorandum

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

From: David D. Stoneback, Public Works Agency Director

Subject: Ordinance 130-O-18, Amending City Code 7-2-6 (G),
   Moving Vehicle Parking and Storage Containers on Public Ways

Date: November 6, 2018

Recommended Action:
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.

Livability Benefits:
Built Environment: Enhance public space

Analysis:
A moving vehicle parking and storage container fee was established with the adoption
of Ordinance 3-O-12 that became effective on April 1, 2012. This ordinance did not
indicate the permit fee, but the agenda memorandum indicated that the fee would be
$100.00. Proposed Ordinance 130-O-18 establishes the permit fee of $120.00 within
the City Code and provides police powers to the Public Works Director or his/her
designee to enforce the requirements of this ordinance.

In general, an employee spends approximately 20 minutes issuing this type of permit.
Additionally, an employee from the Traffic Division spends approximately 1.5 hours on
posting, inspecting and removing no-parking signs. The cost for this work amounts to
$108.00. An average of 350 moving van permits are issued annually. Based on past
history, raising the permit fee to $120 will generate $42,000 in FY2019, an increase of
$7,000 over previous years.

Attachments:
Ordinance 130-O-18
AN ORDINANCE

Amending Evanston City Code 7-2-6(G), “Moving Vehicle Parking and Storage Containers on Public Ways,” To Require a Permit and Add Police Powers

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

SECTION 1: Section 7-2-6 of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(G) Moving Vehicle Parking and Storage Containers on Public Ways:

1. Purpose: The purpose of this Subsection is to allow public parking spaces and/or other public right-of-way spaces to be reserved for loading and unloading of moving vehicles and storage containers without obstructing traffic flow.

2. Permits and Fees: Persons must submit an application and the requisite fee to the Director of Public Works or his/her designee in order to reserve public parking spaces and/or other public right-of-way spaces for moving vans and storage containers. Any such application shall include the following information: applicant’s property address; date of the move; length of the moving vehicle; and contact information for the applicant. Any such application shall be submitted no less than ten (10) business days prior to the move. Any such permit shall be valid only for the move-in or move-out date(s) specified in the application.

2. Permits Required.

a. Storage Container. No storage container shall be placed in public parking spaces and/or public right-of-way unless a permit shall have been first obtained from the Director of Public Works or his/her designee in order to reserve public parking spaces and/or other public right-of-way spaces for storage containers.

b. Moving Vehicle. A permit is required for moving vans/vehicles in order to reserve public parking spaces and/or other public right-of-way spaces for moving vans/vehicles.
3. **Permit Application.** Any moving vehicle and storage container permit application shall be submitted no less than ten (10) business days prior to the move. Any such permit shall be valid only for the move-in or move-out dates specified in the application and cannot exceed three (3) weeks.

At the time of making application for a permit, the applicant shall furnish the following information to the Director of Public Works or his/her designee:

a. applicants property address

b. date of the move

c. length of the moving vehicle

d. contact information for the applicant

e. a weekly permit fee of $120.

3.4. **Use of Parking Spaces.** Any space(s) occupied by a permit issued pursuant to this Subsection may only be used for loading and unloading purposes. Upon the completion of the move, the applicant shall remove any signs reserving said space(s).

4. **Revocation of Permit; Public Safety.** Any moving vehicle or storage container and/or its/their use shall not pose a public safety threat and shall comply with traffic laws and local ordinances. If, in the sole determination of the Director of Public Works or his/her designee, a moving vehicle or storage container poses or would pose a public safety threat, he/she may refuse to grant such a permit, amend said permit or revoke said permit.

6. **Police Powers.** The Director of Public Works or his/her designees shall have full police powers to issue complaints, citations, notices to appear, and summonses for the violation of any provision this Section.

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

Subject: Ordinance 134-O-18, Amending City Code Subsections 10-4-5-2(B)(7) and (11) “Parking in Predominately Residential Areas”

Date: November 8, 2018

Recommended Action:
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

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Background:
Currently the fee for residential parking permits is $90.00. For those residents who have their vehicle registered in Evanston and who have paid their wheel tax, the fee is reduced by the amount of the wheel tax (currently $75.00). This brings the cost for a permit to $15.00.

As part of the FY2019 Budget proposal, Staff recommends increasing the residential parking permit fees to $115.00 for 2020. This would result in the residential permit costing $30.00 for those residents who have paid their 2020 wheel tax at $85.00.

Attachments:
Ordinance 134-O-18
AN ORDINANCE

Amending City Code Subsections 10-4-5-2(B)(7) and (11) “Parking in Predominately Residential Areas” to Amend the Permit Renewal Date and to Increase the Residential Parking Permit Fee

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

SECTION 1: Subsections 10-4-5-2(B)(7) and (11) “Parking in Predominately Residential Areas” of the Evanston City Code of 2012, as amended, are hereby further amended to read as follows:

7. The application for a permit shall contain the name of the owner or operator of the motor vehicle, residential address, the motor vehicle’s make, model, registration number, the number of the applicant’s operator’s permit, and the number of the City motor vehicle license if legally required. The motor vehicle’s registration and operator’s license may, in the discretion of the City Manager, be required to be presented at the time of making said application in order to verify the contents thereof. The owner or operator of any motor vehicle applying for a residential parking permit shall have a valid City motor vehicle license for the vehicle unless said license is legally not required. The permit shall be renewed annually on or before January 1, upon such conditions and procedures as the City Manager or his/her designee shall specify. The permit may be issued on a pro rata, by month, basis; however, all permits issued after January 1 in any year shall be valid until December 31 of the succeeding same year. The permit shall be displayed in a manner as determined and directed by the City Manager or his/her designee. The permit shall display the City motor vehicle license number if required to have said license, zone number and expiration date.

11. The fee of ninety one hundred fifteen dollars ($90,115.00) per permit, annually, is hereby established to cover administrative costs of permits, signs, and related costs of the residential permit parking programs. The fee is to be
reduced by the amount of the Evanston vehicle license for those applicants who have purchased said license. Permits issued on or after July 1 shall have a fee of forty-five fifty-seven dollars fifty cents ($45.50 $57.50).

**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 148-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:  

Devon Reid, City Clerk

Approved as to form:

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

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

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

Date: November 11, 2018

Recommended Action:
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.

Funding Source:
The cost of replacement stickers and reprogramming the parking meters will be paid for
through the Parking Fund.

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Summary:
As part of the FY 2019 Budget proposal staff recommends this increase to both help
increase the low fund balance of the Parking Fund and to increase the effectiveness of
the Demand Based Pricing Strategy that was discussed in September. In order to be
effective, the most convenient parking must be the most expensive and the least
convenient parking must be cheaper. This will help with turnover on the streets,
increasing parking availability at meters while also allowing for free or reduced cost
options in parking garages for those who do not wish to pay the increased meter price.
It is estimated that amending the City Code would result in $1,480,600 in additional revenue for FY 2019 with portions of it being split between the Parking Fund and the General Fund.

Attachments:
Ordinance 145-O-18
AN ORDINANCE
Amending Various Sections of Title 10, Chapter 11, Section 12
“Parking Meter Zones”

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

SECTION 1: Schedule XII, “Parking Meter Zones,” of Section 10-11-12, of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

In accordance with Section 10-5-1 of this Title, parking meters having the following rates, time limits, and hours of operation are to be installed on the following streets or portions of streets or parking lots described below. Meter rates, maximum parking time limits, and hours of operation are to be in effect on all days except Sundays, New Year’s Day, the official Monday observance of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 2: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(A), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Two (2) hour maximum parking limit at a rate of one dollar ($1.00) one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and twelve o’clock (12:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

SECTION 3: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(B), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(B) Two (2) hour maximum parking limit at a rate of one dollar ($1.00) one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31,
2019 and commencing on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and twelve o’clock (12:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

SECTION 4: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(C), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Two (2) hour maximum parking limit at rate of one dollar ($1.00) one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and twelve o’clock (12:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

SECTION 5: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(D), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(D) Twenty (20) minutes at twenty-five cents ($.25) fifty cents ($.50), effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be Fifteen (15) minutes at fifty cents ($.50):

SECTION 6: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(D.1), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(D.1) Twenty (20) minutes at twenty-five cents ($.25) fifty cents ($.50) fifty cents ($.50), effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be Fifteen (15) minutes at fifty cents ($.50):

SECTION 7: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(E), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:
(E) Twenty (20) minutes at twenty-five cents ($0.25) fifty cents ($0.50) fifty cents ($0.50), effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be Fifteen (15) minutes at fifty cents ($0.50):

SECTION 8: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(F), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(F) Twenty (20) minutes at twenty-five cents ($0.25) fifty cents ($0.50) fifty cents ($0.50), effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be Fifteen (15) minutes at fifty cents ($0.50):

SECTION 9: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(G), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(G) Twenty (20) minutes at twenty-five cents ($0.25) fifty cents ($0.50) fifty cents ($0.50), effective March 1, 2019 through December 31, 2019 and commencing on January 1, 2020, the rate will be Fifteen (15) minutes at fifty cents ($0.50):

SECTION 10: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(H), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

SCHEDULE XII (H):

<table>
<thead>
<tr>
<th>Parking Lot #3, 1700 block, Chicago Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>71 meters</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Parking Lot</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td><strong>Parking Lot # 4, 2101-2121 Central Street:</strong>&lt;br&gt;47 meters</td>
</tr>
<tr>
<td><strong>Parking Lot # 14, Lower level of Best Western Holiday Inn – 1501 Sherman Ave.:</strong>&lt;br&gt;28 meters</td>
</tr>
<tr>
<td>102 [meters]</td>
</tr>
</tbody>
</table>
Parking lot # 15, behind 716 Main Street:

<table>
<thead>
<tr>
<th>29 meters</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
| 1. $1.00 $1.50 per hour effective March 1, 2019 through December 31, 2019  
| 2. $2.00 per hour effective January 1, 2020  
| Maximum limit, 2 hours  

Eight o'clock (8:00) A.M. to Nine o'clock (9:00) P.M. Monday through Saturday and twelve o'clock (12:00) P.M. to nine o'clock (9:00) P.M. on Sundays:

Parking lot #16, Noyes "El" station:

<table>
<thead>
<tr>
<th>20 meters</th>
</tr>
</thead>
</table>
| $0.25  
| $0.50  
| $1.00  
| Maximum limit, 15 hours  

Eight o'clock (8:00) A.M. to Nine o'clock (9:00) P.M. Monday through Saturday and twelve o'clock (12:00) P.M. to Nine o'clock (9:00) P.M. on Sundays:

Parking lot #19, 1700/1800 Benson Avenue (69 meters):

<table>
<thead>
<tr>
<th>69 meters</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
| 1. $1.00 $1.50 per hour effective March 1, 2019 through December 31, 2019  
| $2.00 per hour effective January 1, 2020  
| Maximum limit, 2 hours  

Eight o'clock (8:00) A.M. to Nine o'clock (9:00) P.M. Monday through Saturday and twelve o'clock (12:00) P.M. to Nine o'clock (9:00) P.M. on Sundays:
<table>
<thead>
<tr>
<th>Parking lot</th>
<th>Location</th>
<th>Spaces</th>
<th>Hours and Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>#21, 1028 Central Street—Chandler-Newberger Center:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12 meters</td>
<td>$0.2550 per hour</td>
<td>Maximum limit, 15 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Eight o’clock (8:00) A.M. to Nine o’clock (9:00) P.M. Monday through Saturday and twelve o’clock (12:00) P.M. to Nine o’clock (9:00) P.M. on Sundays:</td>
</tr>
<tr>
<td>#24, 727 Main Street:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 meters</td>
<td>1. $1.00 $1.50 per hour effective March 1, 2019 through December 31, 2019 2. $2.00 per hour effective January 1, 2020</td>
<td>Maximum limit, 2 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Eight o’clock (8:00) A.M. to Nine o’clock (9:00) P.M. Monday through Saturday and twelve o’clock (12:00) P.M. to Nine o’clock (9:00) P.M. on Sundays:</td>
</tr>
<tr>
<td>#27, 1621 Oak Avenue:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>34 meters</td>
<td>1. $1.00 $1.50 per hour effective March 1, 2019 through December 31, 2019 2. $2.00 per hour effective January 1, 2020</td>
<td>Maximum limit, 2 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Eight o’clock (8:00) A.M. to Nine o’clock (9:00) P.M. Monday through Saturday and twelve o’clock (12:00) P.M. on Sundays:</td>
</tr>
</tbody>
</table>
to Nine o’clock (9:00) P.M. on Sundays:

Overnight Parking Permitted

Parking lot #32, 825 Hinman Avenue:

13 meters $0.2550 per two (2) (1) hours.

24 hours per day

Parking lot #3410, library underground garage:

41 meters

1. $1.00 $1.50 per hour effective March 1, 2019 through December 31, 2019
2. $2.00 per hour effective January 1, 2020

Maximum limit, 2 hours

9:00 a.m. to 9:00 p.m. Monday through Saturday and twelve o’clock (12:00) P.M. to nine o’clock P.M. on Sundays

Parking lot #38, 1010 Grove Street:

33 meters

1. $1.00 $1.50 per hour effective March 1, 2019 through December 31, 2019
2. $2.00 per hour effective January 1, 2020
<table>
<thead>
<tr>
<th>Parking Lot</th>
<th>Specifics</th>
</tr>
</thead>
</table>
| #51, 900 Noyes Street | Maximum limit, 2 hours  
Eight o’clock (8:00) A.M. to Nine o’clock (9:00) P.M.  
Monday through Saturday and twelve o’clock (12:00) P.M. to Nine o’clock (9:00) P.M. on Sundays:  
No Parking, 11:00 p.m. to 5:00 a.m. |
| #54, west side 2400—2600 Poplar Avenue | Maximum limit, 3 hours  
Eight o’clock (8:00) A.M. to Nine o’clock (9:00) P.M.  
Monday through Saturday and twelve o’clock (12:00) P.M. to Nine o’clock (9:00) P.M. on Sundays:  
No Parking, 11:00 p.m. to 7:00 a.m. |
| #54, west side 2400—2600 Poplar Avenue | Maximum limit, 15 hours  
Eight o’clock (8:00) A.M. to Nine o’clock (9:00) P.M.  
Monday through Saturday and twelve o’clock (12:00) P.M. to Nine o’clock (9:00) P.M. on Sundays:  
No Parking, 11:00 p.m. to 7:00 a.m. |

Parking Charges:

<table>
<thead>
<tr>
<th>Meter Type</th>
<th>Rates</th>
<th>Effective Periods</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 meters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. $4.00</td>
<td>$1.50</td>
<td>March 1, 2019, through December 31, 2019</td>
</tr>
<tr>
<td>2. $2.00</td>
<td>$0.50</td>
<td>January 1, 2020</td>
</tr>
<tr>
<td>220 meters</td>
<td>$0.25-0.50</td>
<td>per hour</td>
</tr>
</tbody>
</table>

Note: Rates subject to change without notice.
Parking lot # 60, 1234 Chicago Avenue:

| 20 meters | 1. $1.00 $1.50 per hour effective March 1, through December 31, 2019  
2. $2.00 per hour effective January 1, 2020  
Maximum limit, 2 hours |
| Eight o’clock (8:00) A.M. to Nine o’clock (9:00) P.M.  
Monday through Saturday and twelve o’clock (12:00) P.M. to Nine o’clock (9:00) P.M. on Sundays: |

SECTION 11: Schedule XII, “Parking Meter Zones,” of Section 10-11-12(I), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(I) Thirty (30) minutes at twenty-five cents ($.25) seventy-five cents ($.75) effective March 1, 2019 through December 31, 2019 and commencing January 1, 2020 the rate will be Thirty (30) minutes at one dollar ($1.00):

SECTION 12: 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 13: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 14: This Ordinance 145-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 15: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity

~9~

390 of 658
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

Approved:

Adopted: _________________, 2018

__________________________, 2018

______________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_____________________________

Michelle L. Masoncup, Corporation Counsel
For City Council meeting of November 12, 2018

Item A20

Ordinance 142-O-18, Amending “Parking Violation Penalties”

For Introduction

Memorandum

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

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

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

Date: November 11, 2018

Recommended Action:
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.

Livability Benefit:

Summary:
The Transportation and Parking Committee recommends approval of an increase to the fine for street sweeping violations to $75 with a $50 additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability in addition to changes in the current vehicle towing policy. During the October 2018 meeting this proposal was discussed as the current model involves towing cars for this violation on certain streets. Vehicle owners whose car is towed under the current policy pay $40 to the City for the street cleaning citation, an additional $125 to the towing company to get their vehicle back, plus any additional storage charges that may be imposed based on how long the vehicle is at the tow lot. The current model is extremely labor intensive for parking enforcement officers (PEO’s) and expensive and inconvenient for vehicle owners. The committee recommended a solution to increase
the fee while eliminating the vehicle towing to alleviate the hardship this current policy has on vehicle owners. The new enforcement model will reduce the cost to the vehicle owner by a minimum of $90 for a violation where towing was previously enforced.

Following the adoption of this ordinance, beginning on January 1, 2019, vehicles will no longer be towed for parking in violation of standard street sweeping operations. Towing will remain an option only for those “special postings” where special tow zone signs are placed on the street more than 48 hours in advance of a specific sweeping. These special postings are sometimes necessary to clean areas where there is a significant buildup of debris, however they are infrequent and not a part of standard weekly sweeps.

Currently, a PEO spends an entire 8 hour shift to tow 8 cars due to the paperwork and process involved in towing operations. While this is profitable for the towing company as they are receiving the majority of the revenue, the city is barely covering the cost of the PEO while also not being able to provide enforcement operations throughout the City. The new model will more effectively address street sweeping violations while also providing needed PEO coverage for other operations.

Data provided to the committee showed that despite increasing the fine for this violation last year, roughly the same number of citations has been issued this year. The committee decided to move forward with this option with the idea that they would revisit it next year to examine the results and make any changes if necessary.

Staff is also recommending that the parking violation fine for an expired parking meter be increased by five dollars ($5) from twenty dollars ($20) to twenty-five dollars ($25) as part of the FY2019 proposed budget.

Attachments:
Ordinance 142-O-18
AN ORDINANCE

Amending Portions of City Code Section 10-11-17, “Schedule XVII; Parking Violation Penalties”

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

SECTION 1: Schedule XVII(A), “Parking Violation Penalties,” of Section 10-11-17(A), of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) Twenty dollars ($20.00) Twenty-five dollars ($25.00) plus fifteen dollars ($15.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (A): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expired parking meter</td>
</tr>
</tbody>
</table>

SECTION 2: Schedule XVII(D.1), “Parking Violation Penalties,” of Section 10-11-17(D.1) of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(D.1) Fine of forty dollars ($40.00) seventy-five dollars ($75.00) plus thirty dollars ($30.00) fifty dollars ($50.00) additional penalty if paid after the expiration of twenty-one (21) days following issuance of a final determination of liability:

<table>
<thead>
<tr>
<th>SCHEDULE XVII (D.1): PARKING VIOLATION PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Parked in violation of street cleaning regulations</td>
</tr>
</tbody>
</table>
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:

Devon Reid, City Clerk

Approved as to form:

Michelle L. Masoncup, Corporation Counsel
Memorandum

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

From: Hitesh Desai, Chief Financial Officer

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

Date: November 12, 2018

Recommended Action:
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.

Livability Benefits:
Innovation and Process: Support local government best practices and processes

Summary:
City budget staff has analyzed increasing the annual license fees by $10 for all wheel tax categories. There are 22 different categories of wheel taxes. The projected overall increase with this change is $400,000. However, only about 75% of this revenue will be collected in FY2019. A majority of this revenue is received during the renewal period in November and December, but the City still receives roughly 25% of the total revenue from January through October.

Below is a breakdown of the 2017 wheel tax revenue by month. The proposed increase will be effective for 2020 wheel tax starting November 2019. As indicated earlier, the City expects to collect roughly 75% of the revenues at the increased price in 2019.
<table>
<thead>
<tr>
<th>Month</th>
<th>Revenue</th>
<th>% of total revenue received</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>$87,317</td>
<td>3.3%</td>
</tr>
<tr>
<td>February</td>
<td>$211,061</td>
<td>8.0%</td>
</tr>
<tr>
<td>March</td>
<td>$64,015</td>
<td>2.4%</td>
</tr>
<tr>
<td>April</td>
<td>$31,002</td>
<td>1.2%</td>
</tr>
<tr>
<td>May</td>
<td>$76,609</td>
<td>2.9%</td>
</tr>
<tr>
<td>June</td>
<td>$52,989</td>
<td>2.0%</td>
</tr>
<tr>
<td>July</td>
<td>$28,557</td>
<td>1.1%</td>
</tr>
<tr>
<td>August</td>
<td>$24,766</td>
<td>0.9%</td>
</tr>
<tr>
<td>September</td>
<td>$17,222</td>
<td>0.7%</td>
</tr>
<tr>
<td>October</td>
<td>$13,213</td>
<td>0.5%</td>
</tr>
<tr>
<td>November</td>
<td>$538,743</td>
<td>20.4%</td>
</tr>
<tr>
<td>December</td>
<td>$1,495,909</td>
<td>56.6%</td>
</tr>
<tr>
<td>Total</td>
<td>$2,641,402</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Below is a history of the Wheel Tax increases since its adoption in 1961.

- **1961**
  - less than 35 horse power: $10.00
  - greater than 35 horse power: $20.00

- **1971**
  - less than 35 horse power: $15.00
  - greater than 35 horse power: $25.00

- **1979**
  - motor vehicle wheel tax: $35.00

- **1988**
  - motor vehicle wheel tax: $40.00

- **1999**
  - motor vehicle wheel tax: $50.00

- **2008**
  - motor vehicle wheel tax: $75.00

The table on the following page shows current Wheel tax categories and prices.
### Sticker Fees - Description

- **Passenger Car/School Buses**: PASSENGER $75.00 → $113.00
- **Motorcycles**: MCY $50.00 → $75.00
- **Recreational Vehicles (RV)**: RV $85.00 → $128.00
- **Trailers**: TA $30.00 → $45.00

### Cross Weight Plate (lbs)

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Plate Type</th>
<th>Fee On Or Before Due Date</th>
<th>Fee After Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,000 or less</td>
<td>B</td>
<td>$105.00</td>
<td>$158.00</td>
</tr>
<tr>
<td>8,001 - 12,000</td>
<td>D</td>
<td>$140.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>12,001 - 16,000</td>
<td>F</td>
<td>$165.00</td>
<td>$248.00</td>
</tr>
<tr>
<td>16,001 - 26,000</td>
<td>H</td>
<td>$195.00</td>
<td>$293.00</td>
</tr>
<tr>
<td>26,001 - 28,000</td>
<td>J</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>28,001 - 32,000</td>
<td>K</td>
<td>$205.00</td>
<td>$308.00</td>
</tr>
<tr>
<td>32,001 - 36,000</td>
<td>L</td>
<td>$225.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>36,001 - 40,000</td>
<td>N</td>
<td>$225.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>40,001 - 45,000</td>
<td>P</td>
<td>$240.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>45,001 - 50,000</td>
<td>Q</td>
<td>$255.00</td>
<td>$383.00</td>
</tr>
<tr>
<td>50,001 - 54,999</td>
<td>R</td>
<td>$255.00</td>
<td>$383.00</td>
</tr>
<tr>
<td>50,000 - 59,000</td>
<td>S</td>
<td>$270.00</td>
<td>$405.00</td>
</tr>
<tr>
<td>59,001 - 64,000</td>
<td>T</td>
<td>$280.00</td>
<td>$421.00</td>
</tr>
<tr>
<td>64,001 - 73,280</td>
<td>V</td>
<td>$295.00</td>
<td>$443.00</td>
</tr>
<tr>
<td>73,281 - 77,000</td>
<td>X</td>
<td>$310.00</td>
<td>$464.00</td>
</tr>
<tr>
<td>77,001 - 80,000</td>
<td>Z</td>
<td>$320.00</td>
<td>$480.00</td>
</tr>
<tr>
<td>Fleet FP Based on GVW</td>
<td>FP</td>
<td>Based on GVW</td>
<td></td>
</tr>
<tr>
<td>Antique AV</td>
<td>AV</td>
<td>$20.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

### Exemptions

- **Disabled Veterans**: Free up to one vehicle
- **Active Military**: Free up to one vehicle
- **Diplomats**: Free up to one vehicle

**Attachments:**

- Ordinance 143-O-18
AN ORDINANCE
Amending “Schedule of License Fees” of City Code
Section 10-8-3(A)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL

OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: City Code Section 10-8-3(A), “Fees Enumerated,” under Title 10, Chapter 8, “Wheel Tax,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(A) *Fees Enumerated.* The license fees to be paid annually to the City shall be as follows:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor vehicles used in the transportation of passengers not for hire</td>
<td>$75.00 - $85.00</td>
</tr>
<tr>
<td>Antique motor vehicles more than 25 years of age and which are driven on the highways only in going to and returning from an antique auto show or exhibition and registered as an antique vehicle by the Secretary of State, State of Illinois</td>
<td>$20.00 - $30.00</td>
</tr>
<tr>
<td>Automobile “dealer plates,” each</td>
<td>$75.00 - $85.00</td>
</tr>
<tr>
<td>Vehicles or buses used in the transportation of persons for hire in the City in regular scheduled service, or using any loading or unloading zone or space provided for the loading or unloading of passengers within the City pursuant to a certificate of convenience and necessity granted by the state commerce commission</td>
<td>No charge</td>
</tr>
<tr>
<td>Buses:</td>
<td></td>
</tr>
<tr>
<td>School</td>
<td>$75.00 - $85.00</td>
</tr>
<tr>
<td>Other</td>
<td>$95.00 - $105.00</td>
</tr>
</tbody>
</table>
Recreational vehicles:

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>All recreational vehicles</td>
<td>$85.00</td>
</tr>
<tr>
<td></td>
<td>$95.00</td>
</tr>
<tr>
<td>Motorcycles</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td>$60.00</td>
</tr>
<tr>
<td>Taxicabs or livery cabs for hire</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td>$85.00</td>
</tr>
<tr>
<td>Trailers designed to be towed by passenger vehicles</td>
<td>$30.00</td>
</tr>
<tr>
<td></td>
<td>$40.00</td>
</tr>
</tbody>
</table>

The owner of such trailers whether same are utilized for their own personal use or rented to other persons shall be responsible for the payment of said fees. All trailers shall have affixed thereupon a vehicle inspection emblem as provided under this chapter provided that only one (1) annual inspection be required.

Duplicate $10.00

Motor trucks and tractor trailers:

Motor trucks and tractor trailers, designed for the carrying of loads, shall be classified as to gross, tare and net weights. Such classification shall be identified by the prefix letter on the plate which shall correspond to the classification of the vehicles as provided by the Secretary of State, and the license fee for such motor vehicle shall be as follows:

<table>
<thead>
<tr>
<th>Gross Weight Not to Exceed</th>
<th>Classification</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>8,000 pounds or less</td>
<td>B</td>
<td>$105.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>115.00</td>
</tr>
<tr>
<td>8,001 – 12,000 pounds</td>
<td>D</td>
<td>$140.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td>12,001 – 16,000 pounds</td>
<td>F</td>
<td>$165.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>175.00</td>
</tr>
<tr>
<td>16,001 - 24,000 pounds</td>
<td>H</td>
<td>$195.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>205.00</td>
</tr>
<tr>
<td>24,001 – 28,000 pounds</td>
<td>J</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>210.00</td>
</tr>
<tr>
<td>28,001 – 32,000 pounds</td>
<td>K</td>
<td>$205.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>215.00</td>
</tr>
<tr>
<td>32,001 – 41,000 pounds</td>
<td>N</td>
<td>$225.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>235.00</td>
</tr>
<tr>
<td>Weight Range</td>
<td>Class</td>
<td>Minimum</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td>41,001 – 45,000 pounds</td>
<td>P</td>
<td>240.00</td>
</tr>
<tr>
<td>45,001 – 50,000 pounds</td>
<td>R</td>
<td>255.00</td>
</tr>
<tr>
<td>50,001 – 59,000 pounds</td>
<td>S</td>
<td>270.00</td>
</tr>
<tr>
<td>59,001 – 64,000 pounds</td>
<td>T</td>
<td>280.00</td>
</tr>
<tr>
<td>64,001 - 73,280 pounds</td>
<td>V</td>
<td>295.00</td>
</tr>
<tr>
<td>73,281 – 77,000 pounds</td>
<td>X</td>
<td>310.00</td>
</tr>
<tr>
<td>77,001 – 80,000 pounds</td>
<td>Z</td>
<td>320.00</td>
</tr>
</tbody>
</table>

**SECTION 2:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4:** This ordinance will 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 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.
Memorandum

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

From: Wally Bobkiewicz, City Manager
       Hitesh Desai, Chief Financial Officer/Treasurer

Subject: Ordinance 148-O-18, “Amending City Code Section 3-25-2 ‘Imposition of Tax’ to Increase the Real Estate Transfer Tax for Transactions with a Sale Price over $1,500,000”

Date: November 7, 2018

Recommended Action:
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. Estimated additional revenues with the implementation of this increased real estate transfer tax are projected to equal $850,000.00 annually.

Livability Benefit:

Summary
On August 13, 2018, the City Council adopted Resolution 60-R-18 to place a binding referendum question to the voters at the November 6, 2018 Gubernatorial General Election. The voters approved the binding referendum which permits the transfer tax to be amended and split up into three categories of transfer tax based on the sale price. The real estate transfer tax will be as follows:
1. For sale prices up to $1.5 million, the tax is: $5.00 for every $1,000 of value per transaction.
2. For sale prices from $1,500,000.01 to $5 million, the tax is: $7.00 for every $1,000 of value, per transaction.
3. For sale prices at $5,000,000.01 or more, the tax is $9.00 for every $1,000 of value.
Legislative History

June 18, 2018
The City Manager’s Office presented different revenue generating proposals for the 2019 Budget to the City Council. City Council directed staff to further provide additional information related to a progressive real estate transfer tax and a general increase to the real estate transfer tax.

July 9, 2018
City staff provided the City Council with updated information related to the progressive real estate transfer tax proposal. The City Council reviewed the information and posed additional questions the Finance Division and the Law Department for consideration at the July 23, 2018 City Council meeting.

July 23, 2018
City Council directed staff to move forward with the public hearing for a referendum to increase the real estate transfer tax in a progressive manner: $5.00 for every $1,000.00 of value, or fraction thereof, per transaction up to $1.5 million; $7.00 for every $1,000.00 of value, or fraction thereof, per transaction from $1,500,000.01 to $5 million; and $9.00 for every $1,000.00 of value, or fraction thereof, per transaction from $5,000,000.01 or more

August 13, 2018
City Council adopted Resolution 60-R-18 to place the question on the November 6, 2018 election ballot.

November 6, 2018
The Election results were as follows on the referendum question:
Ballots cast: 34,505
Yes: 17,022 (52.39%)
No: 15,466 (47.61%)

Attachments
Ordinance 148-O-18
AN ORDINANCE

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

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

SECTION 1: Section 3-25-2 “Imposition of Tax” within Chapter 25 "Real Estate Transfer Tax" of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

3-25-2. - IMPOSITION OF TAX.

A tax is imposed on the transfer of Title to real property located in the City as evidenced by the recordation of a deed by any person or by the delivery of any deed or assignment of interest of said real property whether investing the owner with the beneficial interest in or legal Title to said property or merely the possession or use thereof for any purpose or to secure future payment of money or the future transfer of any such real property.

(A) The tax imposed shall be determined on the sale price as follows:

(A) For sale prices up to one million five hundred thousand dollars ($1,500,000.00), the tax imposed is five dollars ($5.00) for every one thousand dollar ($1,000.00) value or fraction thereof as stated in the declaration, per transaction.

(B) For sales prices from one million five hundred thousand dollars and one cent ($1,500,000.01) to five million dollars ($5,000,000), the tax imposed is seven dollars ($7.00) for every one thousand dollars ($1,000.00) of value, or fraction thereof as stated in the declaration, per transaction.

(C) For sales prices from five million dollars and one cent ($5,000,000.01) or more, the tax imposed is nine dollars ($9.00) for every one thousand dollars ($1,000.00) of value, or fraction thereof, per transaction.

(DB) The term "deed" as used in this Section shall mean all documents transferring or reflecting the transfer of legal Title, equitable Title, or both legal and equitable Title to real property, or the beneficial interest in a land trust. Delivery of any deed shall be deemed to have occurred when the transferee or purchaser, or his/her representative or agent, receives possession of the deed or in the case of a land trust when the
trustee receives possession of a valid assignment of a beneficial interest.

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 148-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.
Memorandum

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

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

Subject: Ordinance 136-O-18, Expediting Planning & Zoning Review and Building Permits

Date: November 12, 2018

Recommended Action:
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.

Livability Benefits
Innovation & Process: Support local government best practices and processes

Background:
In order to accommodate customers who have a shortened time frame in which to do a project, staff has developed a process for expedited plan review services for qualified building construction projects. Over the years, staff has observed that there are projects and permit/plan review customers that have condensed construction timelines and have sought to move through the City process more quickly than the regular development review process. Currently projects are reviewed in the order they are received through the permit desk and there is no framework to change this process. The proposed structure would extend the capacity of staff in two ways 1) it will allow for the addition of funds for staff support in the Planning & Zoning office (all construction plans must be reviewed for zoning compliance) and 2) provide additional funds to cover the costs associated with utilizing SAFEBuilt, the building plan reviewer services utilized to manage workload. The contemplated fee structure would fund City staff regular, overtime compensation and SAFEBuilt fees for increased service as well as bring in additional fees.
All projects of private property will be eligible for expedited review with the exception of planned developments, landmarks and properties within a local historic district, and projects exceeding the cost of $500,000. Building customer service staff will check expedited permit review applications and construction documents for completion. Applications will be reviewed by the appropriate staff for code review, which may include Zoning, Building, Engineering, Fire, and Health. Contract services will be provided where necessary to minimize impact on internal plan review operations. Once plans are in compliance then the project will be reviewed by the Design and Project Review Committee for recommendation to the City Council, as applicable.

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

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

Table A: Projected Expedited Permit and Plan Review Fee Revenue

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

Expedited plan reviews will be managed by the Zoning Administrator. The Planning and Zoning Division will coordinate the completion of expedited plan reviews within five business days while performing regular plan reviews in a timely manner. In the summer months when workload is heavier, these plan reviews can take four to six weeks for staff review. Plan reviews often involve a multi-step process that includes consultation with applicants and then revisions to the final analysis or staff review. Zoning services include zoning analysis, plan reviews, and coordination of the approval process. This additional service will require additional staffing to cover overtime costs for staff as well as the proposed additional planner position (Planner I) to facilitate the review of plans for conformance with the Zoning Ordinance.
SAFEbuilt, Inc. will provide expedited residential and commercial building plan reviews for compliance with adopted building codes including plumbing, mechanical, and electrical. SAFEbuilt is committed to a five business day turnaround time guarantee for projects meeting requirements for expedited plan reviews. Fire, Health and Engineering plan reviews will be completed by staff on an as-needed basis.

Attachments:
- Ordinance 136-O-18 Expediting Planning & Zoning Review and Building Permits
- Exhibit A: Expedited Permit and Plan Review Schedule
136-O-18

AN ORDINANCE

Amending Ordinance 125-O-17 Regarding the City of Evanston
Permit Fee Schedule

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

SECTION 1: Ordinance 125-O-17, which established certain fees
relating to permits, licenses, and review or inspection procedures, is hereby
deleted in its entirety and the Permit Fee Schedule, attached hereto as Exhibit A
and incorporated herein by reference, hereby substituted in lieu thereof.

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 will be in full force and effect on
January 1, 2019.
Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _________________, 2018

_____________________________
Stephen H. Hagerty, Mayor

Attest:

__________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

PERMIT FEE SCHEDULE
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XIX  WAIVER OF BUILDING PERMIT FEES 15
I. BUILDING PERMIT FEES:

A. BASIS OF BUILDING PERMIT FEES: For the purpose of determining a basis for computing building permit fees, the established cost of construction shall be determined by the Director of Community Development as follows:

1. The Director of Community Development will accept an estimate furnished to him by the applicant for the permit at the time of the application.

2. In every instance where a building permit is issued with a construction valuation of one hundred thousand dollars ($100,000.00) or more, the property owner and general contractor shall provide to the City at the conclusion of construction a sworn contractor's statement indicating the full and final construction cost of the project, less land cost. Upon presentation of said sworn statement, any permit fees due the City for costs over and above the cost-valuation submitted as construction valuation on the permit application form shall be immediately paid to the City. In cases of a construction cost less than the estimated valuation, the City shall refund the difference to the property owner or general contractor.

3. In cases of estimated construction valuation of less than one hundred thousand dollars ($100,000.00), the property owner and general contractor shall submit a sworn contractor's statement upon the written request of the Director of Community Development.

4. In cases of dispute of valuation, the owner shall produce, upon request of the Director of Community Development, copies of all contracts, change orders, and final waivers of lien for the subject building which may be submitted, at the discretion of the Director, to an architectural firm for review and a written cost opinion. Fees for the said review are to be paid by the property owner. Upon completion of the review, the Director shall render a final ruling as to fees due or to be refunded.

5. No final Certificate of Occupancy shall be issued until said sworn statement is submitted, and permit fees adjusted accordingly, and such fees and all costs, e.g., those relating to valuation disputes, are paid.

6. The plan review fee will be assessed on refunded permits or withdrawn projects.

7. The following fee structure includes first and second plan reviews. If a third and any subsequent review is required prior to permit issuance, a fee of ten percent (10%) of the original fee shall apply to the final cost per additional review. A post permit plan review shall be assessed at one hundred percent (100%) of the original fee.

B. FEES FOR BUILDING PERMITS: The Fee to be charged for permits authorized by the City Code shall be paid to the City Collector and shall be paid as provided herein. No
permit or amendment thereto shall be issued without the fee being paid. Pursuant to Section 105.5 of the 2012 International Building Code as amended by City Code Section 4-2-2, a building permit shall, without further action by the City, automatically expire and be rendered null, void and of no further force or effect, if the permit holder does not begin work authorized by the permit within one-hundred and eighty (180) calendar days of permit issuance, unless an extension is granted in accordance with Subsection 2 of Section 105.5 of the 2012 International Building Code as amended by City Code Section 4-2-2. A fee of fifty percent (50%) of the original cost of permit shall be charged for reinstatement of permit; provided, however, that in no case shall a permit be issued or renewed for a fee less than fifty dollars ($50.00). Applicants who wish to have an expedited review process may submit an application for expedited review along with the expedited building permit fees as provided herein. All building activity of private property will be eligible for expedited review with the exception of planned developments, landmarks and properties within a local historic district, and building activity exceeding the cost of five-hundred thousand dollars ($500,000.00). An application fee of two-hundred and fifty dollars ($250.00) and expedited zoning and plan review fee as provided in Section II shall be charged for expedited permit review.

1. The fee for cost of work valuation of less than or equal to one million dollars ($1,000,000.00) shall be as follows:

<table>
<thead>
<tr>
<th>Estimated Construction Cost</th>
<th>Regular Permit Fees</th>
<th>Expedited Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 100</td>
<td>$28.00</td>
<td>$84.00</td>
</tr>
<tr>
<td>101 - 1,000</td>
<td>$48.00</td>
<td>$142.00</td>
</tr>
<tr>
<td>1,001 - 2,000</td>
<td>$64.00</td>
<td>$186.00</td>
</tr>
<tr>
<td>2,001 - 4,000</td>
<td>$88.00</td>
<td>$251.00</td>
</tr>
<tr>
<td>4,001 - 6,000</td>
<td>$124.00</td>
<td>$347.00</td>
</tr>
<tr>
<td>6,001 - 8,000</td>
<td>$160.00</td>
<td>$440.00</td>
</tr>
<tr>
<td>8,001 - 10,000</td>
<td>$196.00</td>
<td>$529.00</td>
</tr>
<tr>
<td>10,001 - 12,000</td>
<td>$230.00</td>
<td>$610.00</td>
</tr>
<tr>
<td>12,001 - 16,000</td>
<td>$293.00</td>
<td>$762.00</td>
</tr>
<tr>
<td>16,001 - 20,000</td>
<td>$357.00</td>
<td>$910.00</td>
</tr>
<tr>
<td>20,001 - 50,000</td>
<td>$357.00 plus $13.50 for each additional $1,000 (or part of)</td>
<td>$714.00 plus $21.50 for each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>50,001 - 150,000</td>
<td>$357.00 plus $13.50 for each additional $1,000 (or part of)</td>
<td>$714.00 plus $18.50 for each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>150,001 - 300,000</td>
<td>$357.00 plus $13.50 for each additional $1,000 (or part of)</td>
<td>$714.00 plus $15.50 for each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>300,001 - 500,000</td>
<td>$357.00 plus $13.50 for each additional $1,000 (or part of)</td>
<td>$714.00 plus $13.50 for each additional $1,000 (or part of)</td>
</tr>
<tr>
<td>500,001 –</td>
<td>$357.00 plus $13.50 for each</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

~3~
1,000,000 and above

The fee shall be three hundred fifty-seven dollars ($357.00) plus thirteen dollars and fifty cents ($13.50) for each additional one thousand dollars ($1,000.00), or part of one thousand dollars ($1,000.00), of cost of work valuation over twenty thousand dollars ($20,000.00) until one million dollars ($1,000,000.00).

2. The fee for cost of work valuation greater than one million dollars ($1,000,000.00) shall be seventeen dollars and fifty cents ($17.50) for each one thousand dollars ($1,000.00), or part of one thousand dollars ($1,000.00), of cost of work over one dollar ($1.00).

C. FENCE FEES: The fee for a permit to erect or install a fence shall be computed at the rate of twenty dollars ($20.00) for the first one hundred lineal feet (100’) or fraction thereof plus six dollars ($6.00) for each additional one hundred feet (100’) or fraction thereof.

II. ZONING AND PLAN REVIEW FEES

A. Plan review fee shall be based upon building floor area, computed in square feet from the exterior dimensions of length and width of each floor, including all basements, cellars, garages, and storage areas. A minimum non-refundable fee of twenty-five dollars ($25.00) shall be charged at the time of submission for all residential projects. A minimum non-refundable fee of one-hundred dollars ($100.00) shall be charged at the time of submission for all commercial projects. These fees shall be credited towards the final cost of plan reviews. Applicants who wish to have an expedited review process may submit an application for expedited review along with the expedited plan reviews fees as provided herein. An application fee and building permit fee as provided in Section I shall be charged for expedited plan review.

B. PLAN REVIEW FEES:

<table>
<thead>
<tr>
<th>Work Value</th>
<th>Plan Review Fee</th>
<th>Expedited Plan Review Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0 - $9,999</td>
<td>$25.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>$10,000 - $49,999</td>
<td>$50.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>$50,000 - $99,999</td>
<td>$90.00</td>
<td>$540.00</td>
</tr>
<tr>
<td>$100,000 - $149,999</td>
<td>$150.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>$150,000 - $199,999</td>
<td>$200.00</td>
<td>$1200.00</td>
</tr>
<tr>
<td>$200,000 - $499,999</td>
<td>$0.002310 *</td>
<td>$0.008085 *</td>
</tr>
<tr>
<td>$500,000 - $999,999</td>
<td>$0.002156 *</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>$1,000,000 - $1,499,999</td>
<td>$0.001848 *</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>$1,500,000 - $1,999,999</td>
<td>$0.001386 *</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Work Value</td>
<td>Plan Review Fee</td>
<td>Expedited Plan Review Fee</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-----------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>$2,000,000 - $2,999,999</td>
<td>$0.001232 *</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>$3,000,000 - $3,999,999</td>
<td>$0.001078 *</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>$4,000,000 - $4,999,999</td>
<td>$0.000924 *</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>$5,000,000 - $9,999,999</td>
<td>$0.000770 *</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>$10,000,000 - and above</td>
<td>$0.000616 *</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

* Where a fee multiplier is given, the Plan Review Fee is computed as the product of the appropriate fee multiplier and the work value.

C. ZONING ANALYSIS FEE:

For zoning analyses of proposed construction of 0-10,000 square feet, the fee shall be one-hundred ten dollars ($110.00). For proposed construction of more than 10,000 square feet, the fee shall be one hundred sixty-five dollars ($165.00). Said fee(s) shall not apply to City proposals. The fee for a zoning analysis on a revised proposal shall be the same as the fee for the initial proposal. The fee for zoning analyses done pursuant to an application for a building permit for which a permit is subsequently issued may be deducted from the building permit fee.

D. CONSULTANT PLAN EXAMINATION:

Fees hereby established shall not be applied to plan reviews to be conducted by agencies other than the Department of Community Development when such review is recommended by the Director. The applicant will pay to the City of Evanston such fees, as set by that agency and approved by the City Council.

E. MINIMUM INSPECTION/REINSPECTION FEES:

The minimum charge for any required trade (structural, mechanical, electrical or plumbing inspection) shall be forty-five dollars ($45.00). There shall be a minimum reinspection fee of forty-five dollars ($45.00) for each subsequent inspection. A minimum fee for missed inspection for any required trade or failure to cancel a scheduled inspection within twenty-four hours (24) of the inspection shall be forty-five dollars ($45.00) for each inspector.

F. CERTIFICATE OF OCCUPANCY:

The fee for a final Certificate of Occupancy for residential buildings shall be twenty dollars ($20.00) for each residential dwelling unit. The fee to be charged for all other uses shall be fifty dollars ($50.00). The fee to be charged for a Certificate of Occupancy for part of a residential building (Temporary Certificate of Occupancy) shall be twenty dollars ($20.00) in addition to the fee for the final Certificate of Occupancy. A Temporary Certificate of Occupancy for a portion of any commercial and/or institutional industrial building shall be one hundred twenty-five dollars ($125.00) for thirty (30) days.
G. ZONING BOARD OF APPEALS FEES:

Any application for a special use, a variation, or a unique use, shall be accompanied by a fee according to the following schedule:

<table>
<thead>
<tr>
<th>Special and Unique Use Application Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Planned Development or Planned Development Amendment</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Planned Development Major Adjustment</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Planned Development Minor Adjustment or Amendment for Extension</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Zoning Analysis</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Hospital Uses</td>
<td>$1,210.00</td>
</tr>
<tr>
<td>Drive-in Uses</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Special or Unique Uses</td>
<td>$660.00</td>
</tr>
<tr>
<td>Substitution for an existing special use</td>
<td>$440.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Variation Application Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All major and family necessity variations for single family and two family dwellings</td>
<td>$385.00</td>
</tr>
<tr>
<td>All major and family necessity variations for uses other than single family and two family dwellings</td>
<td>$660.00</td>
</tr>
<tr>
<td>All minor and fence variations</td>
<td>$275.00</td>
</tr>
<tr>
<td>All major variations sought after commencement of construction</td>
<td>$1,650.00</td>
</tr>
</tbody>
</table>

The specified fee shall be applicable to each special use or variation included in an application except that any application for variations for an owner occupied residence within the R1, R2, or R3 Districts shall require only the applicable fee for a single variation and any applicable fee for a special use.

H. ZONING AMENDMENT FEES:
Any petition for amendment to the text or map of the Zoning Ordinance shall be accompanied by a fee of one thousand one hundred dollars ($1,100.00).

I. FEES FOR REQUEST FOR CERTIFICATES OF ZONING COMPLIANCE:

Any application for a Certificate of Zoning Compliance pursuant to Section 6-3-2 of the Zoning Ordinance shall be accompanied by the following fees.

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Home Occupation Permits</td>
<td>$110.00</td>
</tr>
<tr>
<td>Administrative Interpretations, Temporary Uses and all other requests for Certificates of Zoning Compliance for proposed projects or existing buildings of 0-10,000 square feet.</td>
<td>$110.00</td>
</tr>
<tr>
<td>Administrative Interpretations, Temporary Uses and all other requests for Certificates of Zoning Compliance for proposed projects or existing buildings of more than 10,000 square feet.</td>
<td>$165.00</td>
</tr>
</tbody>
</table>

Notwithstanding the previous schedule, in instances where the application for a Certificate of Zoning Compliance is accompanied by a request for a zoning analysis the fee provisions of II C, “Zoning Analysis Fee” shall supersede the fee provisions of this item II J.

J. PLAT APPROVAL FEES:

Fees for City Council approval of plats of subdivision or consolidation shall be three hundred thirty dollars ($330.00) per plat.

K. ZONING FEE WAIVER:

Notwithstanding the fee schedule set forth in II.G and II.H supra, the City Council shall have the authority to waive in whole or in part any fee or deposit for any hearing before the Zoning Administrator, Plan Commission or Zoning Board of Appeals, for referrals by any governmental agency, or for any other party when such fee would present hardship. An applicant for such a hardship waiver must present his request in writing to the Committee of the Whole outlining the degree of such hardship. Consideration may be given, among other reasons, to the extent to which the hardship was created by Council action, and the financial state of the applicant.

L. APPEALS:

Any appeal of an order or final decision made by the Zoning Administrator shall be accompanied by a fee of two hundred seventy-five dollars ($275.00).

III. ELECTRICAL PERMIT FEES:
A. BASIS FOR FEES:

Electrical fees shall be computed according to circuits and amperes. The term “circuit” as used in the current National Electrical Code, shall mean any set of branch wiring conductors which have been extended from a distribution center, and which may be utilized for the transmission of electrical energy. A minimum inspection fee in accordance with Section II-E hereof shall also be added.

1. In all use groups as defined in the current Adopted Electrical Code of the City of Evanston, the inspection fee for each nominal 15-ampere or 20-ampere two-wire branch circuit, including fixtures, sockets or receptacles shall be:

B. ELECTRICAL PERMIT FEES: (Title 4, Chapter 7)

<table>
<thead>
<tr>
<th>Circuits</th>
<th>15 Amperes</th>
<th>20 Amperes</th>
<th>30 Amperes</th>
<th>40 Amperes</th>
<th>50 Amperes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$ 12.00</td>
<td>$ 15.00</td>
<td>$ 24.00</td>
<td>$ 30.00</td>
<td>$ 36.00</td>
</tr>
<tr>
<td>2</td>
<td>$ 22.00</td>
<td>$ 29.00</td>
<td>$ 44.00</td>
<td>$ 58.00</td>
<td>$ 66.00</td>
</tr>
<tr>
<td>3</td>
<td>$ 30.00</td>
<td>$ 41.00</td>
<td>$ 60.00</td>
<td>$ 82.00</td>
<td>$ 90.00</td>
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<tr>
<td>4</td>
<td>$ 40.00</td>
<td>$ 53.00</td>
<td>$ 80.00</td>
<td>$106.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>5</td>
<td>$ 48.00</td>
<td>$ 65.00</td>
<td>$ 96.00</td>
<td>$130.00</td>
<td>$144.00</td>
</tr>
<tr>
<td>6</td>
<td>$ 56.00</td>
<td>$ 75.00</td>
<td>$112.00</td>
<td>$150.00</td>
<td>$168.00</td>
</tr>
<tr>
<td>7</td>
<td>$ 64.00</td>
<td>$ 84.00</td>
<td>$128.00</td>
<td>$168.00</td>
<td>$192.00</td>
</tr>
<tr>
<td>8</td>
<td>$ 69.00</td>
<td>$ 94.00</td>
<td>$138.00</td>
<td>$188.00</td>
<td>$207.00</td>
</tr>
<tr>
<td>9</td>
<td>$ 78.00</td>
<td>$101.00</td>
<td>$156.00</td>
<td>$202.00</td>
<td>$234.00</td>
</tr>
<tr>
<td>10</td>
<td>$ 84.00</td>
<td>$110.00</td>
<td>$168.00</td>
<td>$220.00</td>
<td>$252.00</td>
</tr>
<tr>
<td>11</td>
<td>$ 89.00</td>
<td>$118.00</td>
<td>$178.00</td>
<td>$236.00</td>
<td>$267.00</td>
</tr>
<tr>
<td>12</td>
<td>$ 95.00</td>
<td>$124.00</td>
<td>$190.00</td>
<td>$248.00</td>
<td>$285.00</td>
</tr>
<tr>
<td>13</td>
<td>$ 98.00</td>
<td>$132.00</td>
<td>$196.00</td>
<td>$264.00</td>
<td>$294.00</td>
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<tr>
<td>14</td>
<td>$103.00</td>
<td>$140.00</td>
<td>$206.00</td>
<td>$280.00</td>
<td>$309.00</td>
</tr>
<tr>
<td>15</td>
<td>$110.00</td>
<td>$146.00</td>
<td>$220.00</td>
<td>$292.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>16</td>
<td>$115.00</td>
<td>$152.00</td>
<td>$222.00</td>
<td>$304.00</td>
<td>$333.00</td>
</tr>
<tr>
<td>17</td>
<td>$118.00</td>
<td>$157.00</td>
<td>$236.00</td>
<td>$314.00</td>
<td>$354.00</td>
</tr>
<tr>
<td>18</td>
<td>$123.00</td>
<td>$165.00</td>
<td>$246.00</td>
<td>$330.00</td>
<td>$369.00</td>
</tr>
<tr>
<td>19</td>
<td>$125.00</td>
<td>$171.00</td>
<td>$250.00</td>
<td>$342.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>20</td>
<td>$128.00</td>
<td>$176.00</td>
<td>$256.00</td>
<td>$352.00</td>
<td>$384.00</td>
</tr>
<tr>
<td>21</td>
<td>$130.00</td>
<td>$182.00</td>
<td>$260.00</td>
<td>$364.00</td>
<td>$390.00</td>
</tr>
<tr>
<td>22</td>
<td>$133.00</td>
<td>$189.00</td>
<td>$266.00</td>
<td>$378.00</td>
<td>$399.00</td>
</tr>
<tr>
<td>23</td>
<td>$134.00</td>
<td>$198.00</td>
<td>$268.00</td>
<td>$396.00</td>
<td>$402.00</td>
</tr>
<tr>
<td>24</td>
<td>$138.00</td>
<td>$204.00</td>
<td>$276.00</td>
<td>$408.00</td>
<td>$414.00</td>
</tr>
<tr>
<td>25</td>
<td>$143.00</td>
<td>$210.00</td>
<td>$286.00</td>
<td>$420.00</td>
<td>$429.00</td>
</tr>
</tbody>
</table>

Additional 15 or 20 amperes: 26-50 $ 9.00 each additional circuit
PERMIT FEE SCHEDULE

51-75 $ 8.00 each additional circuit
76-100 $ 6.00 each additional circuit
over 100 $ 4.00 each additional circuit

Additional 30 or 40 amperes:
26-50 $18.00 each additional circuit
51-75 $16.00 each additional circuit
76-100 $12.00 each additional circuit
over 100 $  8.00 each additional circuit

Additional 50 amperes:
26-50 $27.00 each additional circuit
51-75 $24.00 each additional circuit
76-100 $18.00 each additional circuit
over 100 $12.00 each additional circuit

C. The Inspection fee for the inspection of each electric motor or current-consuming device shall be as follows:

One HP or larger $ 19.00
Each additional motor $  8.00
Heating device $ 19.00
Each additional heating device $  8.00 + .55 per KW

D. The fees for the inspection of electrical interior communication systems and burglar and shall be as follows:

Low voltage burglar, communication systems $ 30.00

The plan review fees for low voltage fire alarms are conducted by agencies other than the Department of Community Development. The applicant will pay fees as set by that agency. The plan review fees are in addition to the permit fees set forth in this ordinance.

E. Permit fees for new services shall be as follows:

60-ampere service $ 21.00
each additional meter $ 12.00

100-ampere service $ 30.00
each additional meter $ 12.00

200-ampere service $ 38.00
each additional meter $ 12.00

400-ampere service $ 45.00
each additional meter $ 12.00

600-ampere service $ 80.00
each additional meter $ 12.00

800-ampere service $ 120.00
each additional meter $ 12.00

1000-ampere service $ 150.00
each additional meter $ 12.00

1200-ampere service $ 200.00
each additional meter $ 12.00

1400-ampere service $ 240.00
each additional meter $ 12.00

1600-ampere service $ 260.00
each additional meter $ 12.00

1800-ampere service $ 300.00
each additional meter $ 12.00

For service ampere rating other than those listed, fee will be for each additional 100 amperes or fraction $ 20.00

1. Feeders: Feeders installed or increased in amperage on a separate installation shall be the same as service fees above.

2. New wires: Changing, moving, or altering any wiring apparatus, machinery or device in any way where new wires of a different size or, of a greater or lesser length, are installed, shall be classed as new work and a fee covering such work shall be required in accordance with the foregoing fee schedules.

IV. PLUMBING PERMIT FEES:

The fees for permits for the installation, alteration or extension of a plumbing system shall be:

1. Replacement of fixtures * $ 10.00 each
2. New installation of fixtures * $ 15.00 each
3. Water service or any alterations - each unit or floor $ 25.00
4. Hot water heaters, new or replacement $ 25.00 each

* Definition of Fixture: Any device having either a water supply or drain connected to the plumbing system.

A minimum inspection fee in accordance with Section II-E hereof shall also be added.
V. WATER & SEWER - PERMITS:

The fee to be charged for sewer installation and repairs shall be as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer repair</td>
<td>$45.00</td>
</tr>
<tr>
<td>Water Service repair</td>
<td>$45.00</td>
</tr>
<tr>
<td>Swimming pools</td>
<td>$40.00</td>
</tr>
<tr>
<td>Sewer tap per 1.0 inch</td>
<td>$7.00</td>
</tr>
<tr>
<td>Sewer Installation - first 50</td>
<td>$45.00</td>
</tr>
<tr>
<td>Each additional 50 feet (or fraction thereof)</td>
<td>$15.00</td>
</tr>
<tr>
<td>Basins - per basin</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

VI. GAS PIPING - PERMITS:

The fee for permits for installation of gas piping shall be twenty-five dollars ($25.00) for the first (25) lineal feet, plus ten dollars ($10.00) for (25) lineal feet or fraction thereof.

VII. LAWN SPRINKLERS - PERMITS:

The permit fee for lawn sprinkling systems shall be thirty dollars ($30.00) plus one dollar ($1.00) per head.

VIII. FIRE PLAN REVIEW FEES:

The following fee structure shall include the first plan review, a re-review, permit and system acceptance testing. If a third review and subsequent review is required, a fee of fifty percent (50%) of the original fee shall be applied to the final cost.

The permit fees for fire related systems are as follows:

<table>
<thead>
<tr>
<th>Sprinkler System Permit and Plan Review Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 5 heads</td>
</tr>
<tr>
<td>6 to 20 heads</td>
</tr>
<tr>
<td>21 to 100 heads</td>
</tr>
<tr>
<td>101 to 200 heads</td>
</tr>
<tr>
<td>201 to 300 heads</td>
</tr>
<tr>
<td>Over 300 heads</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Pump Review and Permit Fees (If not part of system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Fee of</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Standpipe Fees (If not part of system)</th>
</tr>
</thead>
</table>

~11~

423 of 658
**PERMIT FEE SCHEDULE**

**Flat Fee of $200.00**

**Gas Suppression Systems**

<table>
<thead>
<tr>
<th>Weight Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 50 pounds</td>
<td>$225.00</td>
</tr>
<tr>
<td>51 to 100 pounds</td>
<td>$350.00</td>
</tr>
<tr>
<td>101 to 200 pounds</td>
<td>$450.00</td>
</tr>
<tr>
<td>Over 200 pounds</td>
<td>$600 plus $.50 cents per pounds over 200</td>
</tr>
</tbody>
</table>

**Fire Alarm System Permit Fee and Plan Review Fee**

<table>
<thead>
<tr>
<th>Number of Devices</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 10 devices</td>
<td>$200.00</td>
</tr>
<tr>
<td>11 to 25 devices</td>
<td>$300.00</td>
</tr>
<tr>
<td>26 to 50 devices</td>
<td>$425.00</td>
</tr>
<tr>
<td>51 to 75 devices</td>
<td>$550.00</td>
</tr>
<tr>
<td>Over 75 devices</td>
<td>$700.00 plus $5 per device</td>
</tr>
</tbody>
</table>

**Wet Chemical Kitchen Hood Suppression System**

<table>
<thead>
<tr>
<th>System Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hood</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

**IX. MECHANICAL PERMIT FEES:**

A. Fee based on mechanical contract price:

<table>
<thead>
<tr>
<th>Value of Contract</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>More Than $0.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>$501.00 to $1,000.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>$1,001.00 to $3,000.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>$3,001.00 to $5,000.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>$5,001.00 to $10,000.00</td>
<td>$112.00</td>
</tr>
<tr>
<td>$10,001.00 to $25,000.00</td>
<td>$256.00</td>
</tr>
<tr>
<td>$25,001.00 to $50,000.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Above $50,000.00 add $10.00 per $1,000.00</td>
<td></td>
</tr>
</tbody>
</table>

B. New or Replacement Furnace or A/C Unit: $40.00

C. New or Replacement Boiler: $40.00

D. New or Replacement Process Equipment: $40.00

**X. LIFT FEES:**

A. ELEVATORS (NEW AND EXISTING):
1. Five stories and under: $70.00 each elevator per year (two semi-annual inspections).

2. Over five stories: $120.00 each elevator per year (two semi-annual inspections).

B. ESCALATORS: $70.00 each escalator per year (two semi-annual inspections).

C. HELICOPTER USAGE FOR CONSTRUCTION: Five hundred dollar ($500.00) fee plus any costs incurred by the City for public safety.

XI. BUILDING MOVING PERMIT:

The fees will be assessed at the cost of city services.

XII. BUILDING DEMOLITION PERMITS:

The fee for demolition permits shall be computed on the cubic volume of the building or structure to be demolished as follows:

Fifty dollar ($50.00) basic fee plus fifty dollars ($50.00) for each one thousand (1,000) cubic feet of volume for commercial and residential structures and fifty dollar ($50.00) basic fee plus ten dollars ($10.00) for each additional cubic foot of volume for accessory structures. The cubic volume shall include the basement and/or cellar.

BONDS (Demolition Permit): No demolition contractor shall perform work within the City unless, prior thereto he shall have filed in the Office of the City Clerk liability and surety of performance bonds in the sum of $150,000 to $300,000 in a form approved by the Corporation Counsel, upon sureties approved by the City Clerk. Any permits will be conditioned upon the applicant’s prior indemnification of the City from all claims arising out of work performed in the City by virtue of any permit issued to the demolition contractor, or by the Department of Community Development, and conditioned upon the restoration of any portion of public right-of-ways or excavations made by the permittee or at its direction to a safe and presentable condition. Such restorations shall be maintained in good order for a reasonable period thereafter.

XIII. DRIVEWAY PERMITS:

The fee for driveway permits shall be twenty-five dollars ($25.00) for residential buildings and fifty dollars ($50.00) for all other driveways. "Residential buildings" are defined in the Zoning Ordinance.

XIV. SIGNS, AWNINGS, AND CANOPIES:
A. SIGN PERMIT FEES:

1. Non-illuminated Signs (unless temporary): $21.00
2. Illuminated Signs & Scoreboards: $25.00 plus $0.20 per sq. ft. of gross surface area of each face thereof.
3. Temporary Signs: $20.00
4. Marquees, Fixed Canopies and Fixed Awnings: $26.00 plus $0.26 per sq. ft. of plan area.
5. Retractable Canopies, Fixed Awnings, and Retractable Awnings: $26.00 plus $0.26 per sq. ft. of plan area.

B. ANNUAL SIGN INSPECTION FEE:

Signs, Awnings with signage, and Canopies: Any sign, awning with signage, or canopy with signage, having a total surface area less than or equal to twenty-six square feet is subject an eleven dollar ($11.00) annual fee. The annual fee for any sign, awning with signage, or canopy with signage, having a total surface area more than twenty-six square feet is seventeen dollars ($17.00).

Illuminated Signs, Awnings and Canopies: Any illuminated sign, awning or canopy is subject to an annual surcharge of three dollars ($3.00) in addition to any fee based upon surface area.

C. APPEALS FOR VARIATION FROM SIGN ORDINANCE: $175.00

D. SIGN PENALTY FEES:

If the annual sign fees are not paid within (60) days of date of renewal, the City of Evanston reserves the right to double the annual fees. If the annual fee is not paid within (120) days of the date renewal, the annual fee will be tripled.

XV. MISCELLANEOUS PERMITS AND LICENSES:

A. STATIONARY ENGINEERS AND WATER TENDERS LICENSE: The fee to be charged for the original license and for the annual renewal license shall be as follows:

Stationary Engineer $50.00 annually

B. CONTRACTORS REGISTRATION/LICENSE FEES:

The fee to be charged for the original license and for the annual renewal license shall be as follows:

Building Contractors $100.00
Building General Contractors $ 125.00

C. TANK PERMITS:

The fee for installation of tanks to be used for the storage or handling of flammable liquids and chemicals shall be eleven dollars ($11.00) for each one thousand (1,000) gallons of capacity. The minimum fee for a tank removal is twenty-two dollars ($22.00).

XVI. TENT PERMIT FEES: $30.00

XVII. ANNUAL PERMIT FEES:

A. The fees to be charged for annual permits issued for a twelve (12) month period for minor repairs and additions to existing installations shall be as follows:

- Electrical $400.00
- Plumbing $400.00
- Carpentry $400.00

XVIII. PENALTY FEES:

If work is commenced without a permit having been obtained, the permit fee shall be increased by seventy-five percent (75%) or two hundred fifty dollars ($250.00), whichever is greater.

XIX. WAIVER OF BUILDING PERMIT FEES:

Notwithstanding the fees set forth in Sections I, III, IV, V, VI, VII, IX, and X hereof, the City Council shall have the authority to waive in whole or in part any fees or deposit for any building permit for any governmental agency, or for any other party when such fee would present a substantial hardship. An applicant for such a hardship waiver must present his request in writing to the Planning & Development Committee outlining the degree of such hardship. Consideration may be given, among other reasons, to the extent to which the hardship was created by the Council action, and the financial state of the applicant.
Memorandum

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

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

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

Date: November 12, 2018

Recommended Action:
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.

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Background:
The City adopted Ordinance 160-O-17 to establish the Hotel-Motel and Vacation Rental Tax. The tax is imposed for the use of short-term renting, leasing or letting of rooms in the City. The amendment will subject bed and breakfast establishments to the same tax as motels, hotels and vacation rental properties. Title 8, Chapter 19 of the City Code defines “Bed and Breakfast” as an, “An owner-occupied, single-family or two-family dwelling providing accommodations for a charge to the public with no more than five (5) guest rooms for rent, in operation more than ten (10) nights in a twelve (12) month period. Only the breakfast meal may be provided to registered guests. The service of food to the public for a charge is otherwise prohibited. Bed and breakfast establishments shall not include motels, hotels, boarding houses, or food service establishments.” The business operator is the responsible party that will collect the tax required by the ordinance from users.

Attachments:
Ordinance 135-O-18
AN ORDINANCE

Amending Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” to Add Bed and Breakfast Establishments and Amend the Definition of “Hotel” and “Motel” to Reduce the Number of Rooms to Qualify an Establishment

WHEREAS, the City of Evanston (“City”), as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970 has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, pursuant to its home rule powers and Section 8-11-6a of the Illinois Municipal Code, 65 ILCS 5/8-11-6a, the City may enact a tax based on the use of a hotel or motel room or similar facility; and

WHEREAS, pursuant to said authority and the City’s home rule powers, the City has determined to amend Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” of the City of Evanston Code of 2012, as set forth in this Ordinance,

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

SECTION 1: Section 3-2-4 “Hotel-Motel and Vacation Rental Tax” of the Evanston City Code of 2012, as amended, is hereby further amended to fully replace the Section with the text provided below:

3-2-4. - HOTEL-MOTEL, BED AND BREAKFAST ESTABLISHMENTS, AND VACATION RENTAL TAX.
3-2-4-1. - DEFINITIONS.

(A) "Hotel" and "motel" shall mean and refer to every building or structure kept, used, maintained, advertised and held out to the public to be a place where lodging or lodging and food, or apartments, or suites, or other accommodations are offered for a consideration to guests, which does not include vacation rental units separately defined below, in which four ten (410) or more rooms, apartments or suites, or other accommodations are used for the lodging or lodging and food for such guests. A building or structure, such as a convention center, or executive conference facility, not open to the public but otherwise meeting the criteria set forth in the previous sentence, shall be subject to the hotel-motel tax.

(B) "Operator" shall mean and refer to persons engaged in the business of selling or reselling the right to occupy hotel, motel and/or vacation rental unit accommodations, whether online, in person or otherwise to the public. For bed and breakfast establishments, the term “operator” shall mean the owner of the bed and breakfast establishment, or the owner’s agent, who is required to reside in the bed and breakfast establishment, or on contiguous property.

(C) "Person" means any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise. Whenever the term "person" is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part-owners thereof, and as applied to corporations shall mean the officers thereof.

(D) "Vacation Rental Unit" means a dwelling unit or a habitable unit that is offered for rent, lease or hire that is rented, leased or hired for which an owner or operator receives consideration from a person and that person has the right to use, occupy or possess the dwelling unit or habitable unit for said period.

(E) "Bed and Breakfast Establishment" means an owner-occupied, single-family or two-family dwelling providing accommodations for a charge to the public with no more than five (5) guest rooms for rent, in operation more than ten (10) nights in a twelve (12) month period. Only the breakfast meal may be provided to registered guests. The service of food to the public for a charge is otherwise prohibited. Bed and breakfast establishments shall not include motels, hotels, boarding houses, or food service establishments.

3-2-4-2. - TAX IMPOSED.

A tax is hereby levied and imposed upon the use and privilege of renting, leasing, or letting of rooms in a motel, hotel, bed and breakfast establishment, or vacation rental in the City at a rate of seven and one-half percent (7.5%) of the gross rental receipts from such rental, leasing or letting. The ultimate incidence of, and liability for, payment of said tax shall be borne by the user, lessee or tenant of said rooms or vacation rental unit. The tax herein levied shall be in addition to any and all other taxes. It shall be the duty of every owner, manager, and/or operator of hotel, motel,
bed and breakfast establishment, or vacation rental unit accommodations to secure said tax from the user, lessee or tenant of the hotel, motel, bed and breakfast establishment, or vacation rental unit accommodations and issue payment to the City.

3-2-4-3. - PAYMENT AND COLLECTION.

The owner and operator of each hotel, motel, bed and breakfast establishment, or vacation rental unit and the person to whom the license to operate said business hotel or motel shall have been issued by the City, shall bear, jointly and severally, the duty to collect the tax from each user, lessee or tenant of rooms in such hotel, motel, bed and breakfast establishment, or vacation rental unit. Every person required to collect the tax levied by ordinance shall secure said tax from the user, lessee or tenant of a room(s) or vacation rental unit at the time that he/she collects the price, charge or rent to which it applies.

3-2-4-4. - ADMINISTRATION AND ENFORCEMENT.

The City Manager or his/her designee is hereby designated as the administration and enforcement officer of the tax hereby imposed on behalf of the City. It shall be the responsibility and duty of the City Manager or his/her designee to collect all amounts due the City from the owners, operators and licensees of the businesses subject to this tax motels and hotels within the City.

A sworn quarterly hotel, motel, bed and breakfast establishment, and vacation rental occupancy tax return shall be filed by each owner, operator or licensee of each hotel, motel and vacation rental in the City with the City Manager or his/her designee, on forms prescribed by him/her, showing all receipts from each renting, leasing or letting of rooms or vacation rental units during the preceding three (3) months. The dates upon which said quarterly returns are to be filed shall be provided by rules and regulations promulgated by the City Manager or his/her designee.

Each return shall be accompanied by payment to the City of all taxes due and owing for the quarter covered by the return.

The City Manager or his/her designee, or any person certified by him/her as his/her deputy or representative, may enter the premises of any hotel, motel, bed and breakfast establishment, or vacation rental for the purposes of inspection and examination of its books and records for the proper administration of this Section, and for the enforcement of collection of the tax hereby imposed. It is unlawful for any person to prevent, hinder or interfere with the City Manager or his/her designee or his/her duly authorized deputy or representative in the discharge of his/her duties hereunder.

3-2-4-5. - ENFORCE PAYMENT OF TAX.

(A) Failure to Pay. Whenever any person shall fail to pay any taxes herein provided, or when any owner, operator or licensee of a hotel, motel, bed and breakfast establishment, or vacation rental in the City shall fail to collect the tax hereby imposed
from any person who has the ultimate liability for payment of the same, the Corporation Counsel shall, upon request of the City Manager or his/her designee, bring or cause to be brought an action to enforce the payment of said tax on behalf of the City in any court of competent jurisdiction.

If the City Manager, after a hearing held by or for him/her, shall find that any hotel, motel or vacation rental owner, operator or licensee has willfully evaded his/her responsibility to collect the tax imposed by this Section, he/she may suspend or revoke all City licenses held by such tax evader. Said person shall have an opportunity to be heard at such hearing, to be held not less than five (5) days after notice of the time and place thereof, addressed to him/her at his/her last known place of business. Any suspension or conviction resulting from such hearing shall not relieve or discharge any civil liability for nonpayment of the tax due.

(B) Interest and Penalties. In the event of failure by any hotel, motel, bed and breakfast establishment, or vacation rental owner, operator or licensee to collect and pay to the City Manager or his/her designee the tax required hereunder within thirty (30) days after the same shall be due, interest shall accumulate and be due upon said tax at the rate of one percent (1%) per month. In addition, a penalty of ten percent (10%) of the tax and interest due shall be assessed and collected against any hotel or motel owner, operator or licensee who shall fail to collect and remit the tax imposed by this Section.

3-2-4-6. - DISPOSITION OF TAX MONEYS.

All proceeds resulting from the imposition of the tax under this Section, including interest and penalties, shall be paid to the City Collector and shall be credited to and deposited in the General Fund of the City.

3-2-4-7. - EXEMPTION.

The tax imposed under Subsection 3-2-4-2 of this Section shall not apply to the renting, leasing or letting of accommodations in a hotel, motel or vacation rental to permanent residents. For the purpose of this Section a "permanent resident" means any person who occupies or has the right to occupy any room or rooms in the hotel or motel for at least thirty (30) consecutive days. If a hotel, motel or vacation rental provides accommodations for both permanent residents and other guests, the rental obtained from permanent residents shall not be included in the computation of the tax due.

3-2-4-8. - PENALTY.

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with or resisting or opposing the enforcement of any provision of this Section, except when otherwise specifically provided, shall be fined not less than two hundred and fifty dollars ($250.00) for the first offense, and not less than seven hundred and fifty dollars ($750.00) for the second and each subsequent offense in any one hundred
eighty (180) day period; each day of violation shall constitute a separate and distinct offense.

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: 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 135-O-18 is severable.

SECTION 5: This Ordinance 135-O-18 shall be in full force and effect on after its passage, approval, and publication in the manner provided by law.

Introduced: _________________, 2018
Adopted: _________________, 2018
Approved: ___________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Michelle L. Masoncup, Corporation Counsel
Memorandum

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

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

Subject: Ordinance 137-O-18, Amending Licensing of Vacation Rentals

Date: November 12, 2018

Recommended Action:
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.

Livability Benefits:
Innovation & Process: Support local government best practices and processes
Health & Safety: Improve Emergency Prevention and Response

Background:
The City of Evanston adopted Ordinance 50-O-13 to allow for short-term rentals without affecting public safety or housing prices. A dwelling unit could be rented for no more than thirty days and is subject to inspection by the City. Currently all vacation rental properties must be reviewed by the Planning & Development Committee and approved by the City Council. When approved, the vacation rental property owner is required to pay a $50 annual licensing fee and is subject to the 7.5% Hotel-Motel and Vacation Rental Tax. With the addition of vacation rental platforms like VRBO and AirBnB, the number of vacation rentals has increased, but the applications for licensing have not. Currently the City has nine current short-term rental licenses; staff’s research on various websites and through discussions with neighborhood residents, this number may be much larger and in excess of 200 units. The Planning & Development Committee has had multiple discussions as to what to do to address and has offered suggestions to staff based on procedures employed at other communities around the United States.

Utilizing Chicago’s Vacation Rental Code language as a guide, staff proposes to require a $250 vacation rental application fee and increase annual licensing fee from $50 to $150. Rental properties will be reviewed by the Planning & Zoning Division in the Community Development Department and inspected by City staff from the Health &
Human Services Department prior to license issuance for compliance with City rules and regulations. Staff will build on the current process for processing short-term rental licenses and establish a new administrative review process for property owners who seek a vacation rental license for their primary residence (i.e. instances where a room is rented or an entire residence is rented when the homeowner is out of town). If the vacation rental is not the owner’s primary residence then Planning & Development Review and City Council approval will be required. All vacation rental property owners will be subject to additional requirements for listing and posting, health and safety, neighborhood parking, and transparency for guests as articulated in the ordinance. A noteworthy element of the change, and like Chicago, is a requirement to post the license number on the online platform; this will provide an easily recognizable element to ensure compliance. Host sites that fail to register after the specified deadline will receive a violation and be penalized $200 as defined by the Ordinance.

If enacted, staff would return to the Planning & Development Committee in the third quarter of 2019 to report on the progress of full compliance with the vacation licenses.

Attachments:
Ordinance 137-O-18, Amending Licensing of Vacation Rentals
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.
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.

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.

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.

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.

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
Memorandum

To:        Honorable Mayor and Members of City Council  
            Members of the Planning and Development Committee

From:      Johanna Leonard, Community Development Director  
            Evonda Thomas-Smith, Health and Human Services Director  
            Sarah Flax, Housing and Grants Administrator  
            Ikenga Ogbo, Public Health Manager  
            Ashley Wiley, VISTA Housing Planner

Subject:   Ordinance 141-O-18 Amending Rental Registration of Rental Residential  
            Buildings to Include Inspection Requirements and Add Accessory Dwelling  
            Units

Date:      November 12, 2018

Recommended Action:
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.

Livability Benefits:
Built Environment: Support housing affordability; provide compact and complete streets and neighborhoods; and

Equity & Empowerment: Ensure equitable access to community benefits, and support poverty prevention and alleviation.

Discussion
Following the City Council approval on October 29, 2018 of the process to identify, inspect and register ADUs/coach houses for rental to non-family members of the primary dwelling unit and the proposed fee and fine structure, the Rental Registration Ordinance was updated to reflect these changes.
The fee and fine schedule recoups staffing costs required for the registration process. Because property rental is a revenue generating business, the initial registration fee
was developed based on the Business Registration fees and estimated staff time to complete the process. No fees will be assessed property owners renting unregistered ADUs/coach houses as long as an application is tendered during the amnesty period. However, at the expiration of that period, a fine would be assessed immediately upon the identification of an unregistered rental unit.

Ordinance 141-O-18 makes the initial rental registration, inspection process and fee structure consistent for all existing dwelling units. Currently, a property owner does not pay any fee when submitting new registration for an existing unit for rental, which is inconsistent with the registration process for other types of businesses and does not recoup staff time. In addition, a property owner receives a notice of violation if found renting an unregistered dwelling unit and is given time to correct the violation. The owner avoids any fine by registering the property by the required date and is counterproductive to the goal of registration and inspection to ensure that properties being rented are safe and sanitary and that maximum occupancy has been established.

The fee and fine structure is $200 with submission of registration application for zoning review, initial inspection and re-inspections by Property Standards, review of floor plan and dimensions to establish maximum occupancy, and assignment of address, if needed. Fines for unregistered dwelling units that are found being rented are: $75 for first offence, $200 for second offence, and $375 for third and subsequent offences. There will be an amnesty period of at least three months during which owners of ADUs/coach houses, including those being rented illegally, may submit a rental registration application without penalty.

The initial rental registration fee is not be required for rental registration of new construction, as that is handled with the Certificate of Occupancy. However, submission of floor plans will be required to determine maximum occupancy load as part of the TCO or FCO.

**Process for rental registration of ADUs/Coach Houses**

The identification, inspection and registration of ADUs/coach houses will be undertaken within 30 days of the ordinance approval, with an “amnesty period” of at least three months. A web page will be used to provide information and a downloadable registration form. The ADU/coach house owner will complete the registration application and submit it with the floor plan and $200 registration fee. The application will be reviewed by Zoning to determine parking requirements based on the zoning district, the year the ADU was built and other zoning requirements. Property Standards will then inspect the unit for code compliance and determine the maximum occupant load. The unit will be assigned an address, if needed, and approved for rental to non-family members of the primary unit. The occupant load allowed for each dwelling will be provided with the approval to rent. The owner is responsible for meeting requirements for mail delivery, as well as adequate garbage and recycling for the ADU/coach house.
Legislative History:
Approval of the fee structure for initial registration of an existing dwelling unit, including an ADU/coach house, and the fines for renting an unregistered dwelling unit were approved by City Council on October 29, 2018.

Attachments:
Ordinance 141-O-18
AN ORDINANCE

Amending Title 5, Chapter 8, “Registration of Rental Residential Buildings” to Include Inspection Requirements and Add Accessory Dwelling Units within the Purview of the Inspection Requirements

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, requiring the annual registration of rental residential buildings is an effective way to compile a complete list of addresses of rental residential buildings, as well as the identities and contact information of the owners and managers of said buildings;

2012 International Fuel Gas Code, and current edition of the Illinois Accessibility Code; and

WHEREAS, collecting information regarding rental residential buildings by requiring the registration thereof will allow the City to notify to the owners of such buildings more efficiently and effectively of any alleged violations of the aforementioned Codes; and

WHEREAS, requiring fees for the initial inspection and registration of existing dwelling units being registered for the first time, and the annual renewal registration of rental residential buildings, pursuant to the City’s home rule authority, is an effective way to recover some of the administrative costs,

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

SECTION 1: Title 5, Chapter 8 "Registration of Rental Residential Buildings" of the City Code of 2012 is amended to read as follows:

5-8-1: PURPOSE:

The purpose of this Chapter is to promote the public health, safety, and welfare, and to establish the maximum occupancy load of dwelling units by requiring the registration and inspection of all existing buildings within the City of Evanston that contain rental dwelling units being rented for the first time as permanent housing, and annual renewal registration of all dwelling units continuing to be rented to promote more comprehensive inspections thereof, and more efficient notice of such inspections to the owners thereof.

5-8-2: DEFINITIONS:

For the purpose of this Chapter, unless the context requires otherwise, the following terms shall have the following meanings:
ACCESSORY DWELLING UNIT: a dwelling unit that is accessory to the primary use of the principal structure. Accessory dwelling units may be detached from the principal structure or included in the principal structure, as allowed in Title 6, Zoning Code.

BUILDING: A structure, or part thereof, enclosing space designed or used for dwelling units offered for rent.

DEPARTMENT: The City of Evanston Community DevelopmentHealth and Human Services Department, or any City department responsible for the inspection or residential buildings.

DIRECTOR: The Director of Community DevelopmentHealth and Human Services or his or her designee.

DWELLING UNIT: A single unit of one (1) or more contiguous rooms containing individual cooking, sleeping, and sanitary facilities for one (1) or more persons.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in real property; or recorded in the official records of the state, county, or municipality as holding the title to the real property; or otherwise having control of the real property, including the guardian of any such person, or the executor or administrator of the estate of any such person. Throughout this Chapter, the singular shall include the plural.

PERMANENT RENTAL HOUSING: Any dwelling unit, including accessory dwelling units, rented for a period of 30 days or more.

5-8-3: INITIAL INSPECTION AND REGISTRATION REQUIRED:

(A) The owner of any buildingdwellling unit being registered for permanent rental for the first time shall file a registration statement for each such buildingdwellling unit with the Department on forms provided by the Department for such purposes; provided, however, that the registration of a vacant building pursuant to Title 4, Chapter 20 of the City Code shall satisfy the registration requirement of this Chapter. Any such registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner of the building. For purposes of this Chapter, a post office box does not suffice as a street address. The registration statement shall include the following information:
(1) The name, street address, telephone number, and e-mail address of each owner of the building. If the owner is a partnership, corporation, or voluntary unincorporated association, the statement shall further include the name, street address, telephone number, and e-mail address, and position of a responsible partner or officer. If the owner is a corporation, the statement shall also include the name, street address, telephone number, and e-mail address of the registered agent thereof;

(2) The name, street address, telephone number, and e-mail address of a 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 the City Code. Notwithstanding the foregoing, this person may be between eighteen (18) and twenty-one (21) years of age provided that the registration statement includes 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 him/herself as agent;

(3) The name, street address, telephone number, and e-mail address of the 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 building, if any;

(4) The name, street address, and telephone number of each company that provides an insurance policy for the building;

(5) The street address(es) and property index number(s) of the building, and the number of dwelling units therein.

(6) Floorplan of each dwelling unit with room dimensions.

(7) The owner of a dwelling unit shall pay an initial registration and inspection fee of $200 for each existing dwelling unit being rented for the first time. New rental construction is exempt from this fee and inspection, as the Certificate of Occupancy determines that the unit meets current building standards for safe and sanitary housing.
(B) Notwithstanding the foregoing, no registration shall be required for:

1. Lodging establishments governed by Title 5, Chapter 2 of the City Code;

2. Buildings licensed and inspected by the State of Illinois or the Government, including, but not limited to, nursing homes, retirement centers, rest homes; or

3. Buildings owned by governmental agencies or public housing authorities.

(C) An inspection of each dwelling unit being rented for the first time shall be conducted by the Department to determine if the unit meets the standards of the International Property Maintenance Code and any other applicable building codes. The owner will be notified of any violations and be given a reasonable time to correct them.

(D) Following registration, inspection, and payment of the $200 fee, the Director shall issue a certificate of registration, including maximum occupancy load based on the square footage and room configuration, to the owner that certifies that the owner has registered each dwelling unit in compliance with the terms of this chapter.

5-8-4: ANNUAL REGISTRATION; REGISTRATION FEE; CERTIFICATE OF REGISTRATION:

(A) The owner of a building shall renew the registration of the building with the Department no later than December 31st of each year. The owner shall certify that the information provided on the registration statement is true and correct.

(B) The owner of a building shall pay an annual registration fee for each building so registered at the time the owner files the annual registration statement, as per the table below. The registration fee shall not be prorated. If the owner of a building that contains no more than two (2) dwelling units is a person sixty-five (65) years of age or older, resides in one (1) of the two (2) dwelling units in the building, and furnishes proof with the application that he/she has qualified for the State of Illinois Circuit Breaker program, he/she shall be required to pay fifty percent (50%) of the registration fee.

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<th>Registration Fee</th>
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<td>Condominiums</td>
<td>$20 per owner of rental dwelling unit(s) per building</td>
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<tr>
<td>Apartments</td>
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</tbody>
</table>

(C) Upon registration and payment of the applicable fee, the Director shall issue a certificate of registration to the owner that certifies that the owner has renewed the registration of the building in compliance with the terms of this Chapter.

5-8-5: AMENDED REGISTRATIONS:

The owner of a building required to register with the Department pursuant to the terms of this Chapter shall notify the Department, within twenty (20) business days, of any change in the registration information by filing an amended registration statement on a form provided by the Department for such purpose. There shall be no additional fee for filing an amended registration statement.

5-8-6: ENFORCEMENT:

(A) The Director and the Department shall enforce the terms of this Chapter by any lawful means, including, but not limited to, proceedings in the Circuit Court of or the City’s Division of Administrative Hearings.

(B) The Director may refuse to issue any permit(s) required by the City Code for any construction, alteration, installation, razing or other work done in or on any building as defined in this Chapter, or any certificate of occupancy required by the City Code for such a building, unless the owner(s) or other applicant for such permit(s) or certificate(s) presents a current certificate of registration for the building.

(C) The City Clerk shall issue no real estate transfer tax stamps for a transfer involving a building, as defined in this Chapter, unless the grantor or seller presents a current certificate of registration for the building.
5-8-7: PENALTIES:

(A) Each day that any building or dwelling unit is not registered in accordance with the provisions of this Chapter shall constitute a separate and distinct offense.

(B) In addition to any of the penalties provided in this Chapter, any person violating the terms of this Chapter shall, upon conviction thereof, be fined seventy-five dollars ($75.00) for the first offense, two hundred dollars ($200.00) for the second offense in any one hundred eighty (180)-day period, and three hundred seventy-five dollars ($375.00) for the third and any subsequent offense in any one hundred eighty (180)-day period.

(C) The intentional submission of false information on a registration statement or an amended registration statement filed pursuant to this Chapter shall be an offense punishable by a fine of not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00). Each day that such information remains uncorrected by the owner(s) shall constitute a separate and distinct offense.

(D) 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 building.

5-8-8: NOTICE OF CITY CODE VIOLATIONS:

(A) By designating an authorized agent pursuant to the terms of Subsection 5-8-3 (A)2 of this Chapter, the owner consents to receive any and all notices of City Code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce City Code provisions concerning the registered building by service of the notice or process on the authorized agent until the owner files an amended registration statement or new annual registration statement pursuant to the terms of this Chapter.

(B) Any owner who fails to register a building or dwelling unit pursuant to the provisions of this Chapter shall further be deemed to consent to receive, by posting at the building, any and all notices of City Code violations and all process in an administrative proceeding brought to enforce City Code provisions concerning the building.

(C) The terms of this Section shall supersede any conflicting or contradictory notice provisions contained within the City Code.
5-8-9: SEVERABILITY:

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

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance will be in full force and effect after adoption.

SECTION 5: 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.
MEMORANDUM

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

From: Erika Storlie, Assistant City Manager/Director of Administrative Services

Subject: Ordinance 133-O-18, Amending Section 3-2-19 of the Evanston City Code, “Transportation Network Company Tax”

Date: November 5, 2018

Recommended Action:
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 ($.45) per solo ride in a transportation network vehicle.

Livability Benefits:
Innovation and Process: Support local government best practices and processes

Summary:
As part of the FY 2019 Budget proposal staff recommends an increase to the Transportation Network Company Tax. A tiered rate is proposed which would tax shared rides at the current rate of $0.20 cents per ride and increase the tax to $0.45 cents per ride for all solo rides. Currently the differentiation is available through both Uber and Lyft, where users can select shared rides via “Uber Pool” or “Lyft Line” or users can select a solo ride via standard Uber/Lyft.

The tiered approach is ideal because for one it incentivizes sharing a ride with another rider, effectively taking another car off the road, reducing greenhouse gas emissions. Secondly, the price conscious rider has less of an ability to absorb the increased fee, so leaving the shared ride at the current rate will not adversely affect those with limited financial means who rely on these services to get to work or school.

A solo ride will be defined in the code as “A ride accepted where the transportation network vehicle does not stop to pick up another accepted rider prior to the end destination”, and a shared ride will be defined as “A ride accepted where the transportation network vehicle is shared with other riders going in the same direction or
similar location. In addition, amendments are requested to tax solo rides at forty-five cents ($0.45) per transportation network vehicle ride.

**Attachment:**
Ordinance 133-O-18
AN ORDINANCE

Amending Section 3-2-19 of the Evanston City Code, “Transportation Network Company Tax”

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

SECTION 1: Section 3-2-19 “Transportation Network Company Tax” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

3-2-19. – TRANSPORTATION NETWORK COMPANY TAX

3-2-19-1. – DEFINITIONS.

For the purposes of this Section, the following definitions apply:

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY MANAGER.</td>
<td>The City of Evanston City Manager or his/her designee.</td>
</tr>
<tr>
<td>RIDE ACCEPTED.</td>
<td>Any ride during which transportation network company services are provided by a transportation network company driver in the City of Evanston.</td>
</tr>
<tr>
<td>SHARED RIDE.</td>
<td>A ride accepted where the transportation network vehicle is shared with other riders going in the same direction or similar location.</td>
</tr>
<tr>
<td>SOLO RIDE.</td>
<td>A ride accepted where the transportation network vehicle does not stop to pick up another accepted rider prior to the end destination.</td>
</tr>
<tr>
<td><strong>TRANSPORTATION NETWORK COMPANY.</strong></td>
<td>Has the meaning as defined in the Transportation Network Providers Act, 625 ILCS 57/et seq., as may be amended from time to time.</td>
</tr>
<tr>
<td><strong>TRANSPORTATION NETWORK VEHICLE.</strong></td>
<td>Has the meaning as defined in City Code Section 3-17-1 as may be amended from time to time.</td>
</tr>
<tr>
<td><strong>TRANSPORTATION NETWORK COMPANY DRIVER.</strong></td>
<td>Has the meaning as defined in the Transportation Network Providers Act, 625 ILCS 57/et seq., as may be amended from time to time.</td>
</tr>
<tr>
<td><strong>TRANSPORTATION NETWORK COMPANY SERVICES.</strong></td>
<td>Has the meaning as defined in the Transportation Network Providers Act, 625 ILCS 57/et seq., as may be amended from time to time.</td>
</tr>
</tbody>
</table>

### 3-2-19-2. – TRANSPORTATION NETWORK COMPANY TAX IMPOSED.

A tax is imposed and levied on all transportation network companies operating transportation network company services performed by transportation network company drivers in the City of Evanston. The rate is based on the type of ride accepted. If the ride accepted is a shared ride, the rate is twenty cents ($0.20) per transportation network vehicle per ride accepted. If the ride accepted is a solo ride, the rate is forty-five cents ($0.45) per transportation network vehicle per ride accepted. The incidence of the tax and the obligation to pay the tax are imposed upon the transportation network company operating services for any ride accepted originating or ending in the City of Evanston. This tax is in addition to any and all other taxes imposed.

### 3-2-19-3. – COLLECTION OF TAX.

(A) Except as otherwise provided, the tax must be collected by each transportation network company operating transportation network company services in the City of Evanston. The transportation network company must remit the tax and file returns in accordance with this Section.
(B) Each transportation network company must collect the tax from each transportation network company driver operating a transportation network vehicle in the City of Evanston.

(C) If a transportation network company fails to collect the tax imposed by this Section from a transportation network company driver, then the transportation network company driver must file a return and pay the tax directly to the City on or before the date required by City Code Subsection 3-2-19-6(A).

3-2-19-4. – ADMINISTRATION AND ENFORCEMENT.

The City Manager will administer and enforce the tax imposed and levied by the City and will collect all amounts due to the City from the transportation network companies operating transportation network company services in the City of Evanston.

3-2-19-5. – BOOKS AND RECORDS.

Every transportation network company required to collect the tax imposed by this Section must keep accurate books and records of its business or activity, including original source documents, books of entry, and/or digital records, denoting the transaction that gave rise, or may have given rise, to the tax liability or any exemption that may be claimed. All such books and records must be legibly kept in the English language. All books and records regarding the tax imposed and levied are subject to, and must be available for inspection by, the City Manager.

3-2-19-6. – TRANSMITTAL OF TAX REVENUE.

(A) A transportation network company must file tax returns with the City showing tax receipts received with respect to every transaction for every ride accepted during each and every quarterly calendar period. These returns will be on forms prescribed by the City Manager. The quarterly return for each completed period is due within twenty (20) days of the completion of the applicable calendar quarter period ending March 31, June 30, September 30, or December 31, as the case may be. At the time of filing such tax returns, the transportation network company must pay to the City all taxes due for the period to which the tax return applies.

(B) If any tax is not timely paid when due, a penalty at the rate of ten percent (10%) per thirty (30) day period, or portion thereof, from the day of delinquency, will be added and collected. The City may file an action to enforce the payment and collection of the tax imposed by this Section, as well as any penalty that is added. The City may suspend or revoke the City registration of any transportation network company that refuses or fails to pay the tax imposed by this Section.
3-2-19-7. – REGISTRATION.

Every transportation network company must register with the City within thirty (30) days after the date of commencing transportation network company services in the City of Evanston. If a transportation network company is already operating transportation network company services in the City, any such company must register with the City on or before January 1, 2018. In addition, all transportation network companies operating in the City must maintain their current registration and licensure with the City of Chicago.

3-2-19-8. – PENALTY.

Any transportation network company, transportation network company driver, firm or corporation who violates any of the provisions of this Section 3-2-19 will be fined two hundred dollars ($200.00) for each offense. A separate offense is deemed committed on each day on which a violation occurs or continues to exist.

3-2-19-9. – DEPOSIT OF FUNDS.

All proceeds resulting from the imposition of this tax, including; interest and penalties, will be deposited in the City of Evanston General Fund.

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance will be in full force and effect on January 1, 2019.

SECTION 5: 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: 

Devon Reid, City Clerk

Approved as to form: 

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.

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>
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<tbody>
<tr>
<td><strong>RESIDENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Insurance</td>
<td>$879.33</td>
<td>651</td>
<td>$572,443.83</td>
<td>80%</td>
<td>$457,955.06</td>
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<tr>
<td>Patient</td>
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<td>504</td>
<td>$443,182.32</td>
<td>0%</td>
<td>-</td>
</tr>
<tr>
<td>Total</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>Total</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>
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<td></td>
<td>879.33</td>
</tr>
<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></td>
<td></td>
<td>716.67</td>
</tr>
</tbody>
</table>

Attachments:
Ordinance 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 1,500</td>
<td>$700.00</td>
</tr>
<tr>
<td>ALS Transport</td>
<td>$579.00 1,500</td>
<td>$750.00</td>
</tr>
<tr>
<td>ALS2 Transport</td>
<td>$771.00 1,500</td>
<td>$900.00</td>
</tr>
<tr>
<td>Mileage</td>
<td>$10.00</td>
<td>$10.00</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:

______________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
Memorandum

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

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

Subject: 2018 Holiday Parking

Date: November 8, 2018

Recommended Action
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, 2018.

Funding Source
Funding is provided by the Parking Fund. The anticipated expense for this program is estimated at $30,000.

Livability Benefit:
Economy & Jobs: Retain and expand local businesses

Summary
The intent of the holiday validation program is to encourage individuals to patronize the downtown business area for shopping during the upcoming holiday season.

Under this year’s proposed program the City would provide validation codes for the ParkEvanston app or validated tickets for the City parking garages to merchants who would then give them to customers who make a purchase in their store.

This would replace the free holiday parking that was offered on weekdays after 5pm and all day on Saturdays in the City’s three downtown self-park garages at Sherman Plaza, Maple Avenue, Church Street and City Lot #60 from previous years. In 2017 the Council voted to include City Lot 4 at the Corner of Central and Stewart, Lot 15 at 720 Main Street and Lot 24 at 727 Main Street for 2017. The annual cost of the previous program was approximately $48,000 per year. The drawback of the previous program was that it
could not differentiate between shoppers and those using the parking garages for other uses, and thus it gave everyone free use of the garage.

On October 24, 2018, the Transportation/Parking Committee voted to recommend approving a free holiday validation program for parking meters and in the City’s three Downtown Self-Park Garages, beginning Saturday, November 24, 2018 through Saturday, January 5, 2019. This is the first year that parking meters (if paid for through the app) will now be a part of the program.

Further, the Committee asked staff to look at validations at City Lot 4 at the Corner of Central and Stewart, Lot 15 at 720 Main Street, Lot 24 at 727 Main Street and Lot #60 near Chicago and Dempster. Currently, there is not a way to validate the pre-paid parking in the lots.

Until recently the only free parking was in the parking garages, the parking lots were only added in the last year or two. Parking at the meters has never been free.

If approved, staff will collaborate with the Evanston business districts to market the promotion through various channels. Advertising would also be displayed at the entrance of each parking garage.
AGENDA

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

II. APPROVAL OF REGULAR MEETING MINUTES OF OCTOBER 8, 2018

III. ITEMS FOR CONSIDERATION

(P1) Vacation Rental License for 1918 Jackson Avenue
City 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

(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

(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
(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

(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

(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

IV. ITEMS 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 7:00 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF SEPTEMBER 17, 2018
   Ald. Rue Simmons moved to approve the minutes of the September 17 meeting, seconded by Ald. Wynne. The committee voted unanimously 7-0, to approve the September 17, 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.
   For Action
   Ald. Rue Simmons moved to hold the item, seconded by Ald. Wynne. The item is held until next Planning & Development Committee meeting.

   (P2) Vacation Rental License for 1614 Main Street, Unit A
   City staff recommends approval of a Vacation Rental License for the property located at 1614 Main Street, Unit A. The Vacation Rental meets all of the Standards and Procedures for license approval.
   For Action
Ald. Fiske requested clarification as to whether the unit is owner occupied. The property manager, Mariah Richard, stated that the unit owner lives out of the country, but when she returns to Evanston she stays in this unit.

Ald. Wynne moved approval of the item, seconded by Ald. Wilson. The Committee voted 6-1 to approve this item.

(P3) Vacation Rental License for 1033 Cleveland Street, Unit 1
City staff recommends approval of a Vacation Rental License for the property located at 1033 Cleveland Street, Unit 1. The Vacation Rental meets all of the Standards and Procedures for license approval.

For Action

Ald. Wynne moved to approval of this item, seconded by Ald. Revelle. The Committee voted 7-0 to approve this item.

(P4) Ordinance 107-O-18, Amending Title 5, Chapter 7, “Inclusionary Housing”
The Inclusionary Housing Ordinance Subcommittee and staff recommend approval of Ordinance 107-O-18, amending Title 5, Chapter 7 of the City Code, “Inclusionary Housing.” For Introduction

For Introduction

Sarah Flax and Melissa Klotz provided a presentation with recommendations of Inclusionary Housing Ordinance update; summarized work to date on the IHO and summarized the work and findings of the IHO subcommittee.

Ald. Wilson recognized the large amount of work involved in this process.

Timi Papas spoke regarding difficulty of finding affordable housing in Evanston.

Sue Loellbach of Joining Forces spoke in reference to her letter sent to City Council. Suggested affordable units in for-sale be priced at 50% and 80% of AMI and not 100% of AMI. Also requested to make fee-in-lieu closer to the cost of the development and to stagger duration of affordable housing developments. Additionally, would like to require greater similarity of affordable and market rate units.

Ald. Wilson suggested considering action on October 29th.

In response to questions posed by Ald. Rainey, Ms. Flax gave general rent and income levels for a 2-bedroom apartment and explained the income qualification process in addition to the housing voucher process.
In response to Ald. Wynne, Ms. Flax described fee-in-lieu research for other communities as a way of developing the proposed IHO fee-in-lieu and the indexing method proposed.

In response to Ald. Fiske, Ms. Flax provided an example of a non-TOD development choosing to pay the fee-in-lieu.

Ald. Wynne moved to introduce Ordinance 107-O-18, seconded by Ald Wilson. The Committee voted 7-0 to introduce Ordinance 107-O-18.

(P5) Ordinance 113-O-18, Granting Major Variations at 348 Custer Avenue in the R5 General Residential Zoning District
The Zoning Board of Appeals and staff recommend approval of Ordinance 113-O18 authorizing major variations for a lot area of 3,993 sf (existing), a lot width of 33’ and to provide 3 off-street parking spaces in order to convert an existing 2-flat to a 3-dwelling unit, multifamily dwelling.
For Introduction

Ald. Rainey moved to introduce Ordinance 113-O-18, seconded by Ald. Wynne. The Committee voted 7-0 to introduce Ordinance 113-O-18.

(P6) Ordinance 111-O-18, Granting Major Variations at 2415 Wade Street in the R2 Single-Family Residential Zoning District
The Zoning Board of Appeals and staff recommend approval of Ordinance 111-O18 authorizing major variations for building lot coverage of 44.3%, a 19.8’ front yard setback, a 0’ west interior side yard setback, a 2.9’ east interior side yard setback, and to provide one off-street parking space in order to construct additions to the existing single-family residence.
For Introduction

Ald. Fiske moved to introduce Ordinance 111-O-18, seconded by Ald. Wynne. The Committee voted 6-0 to introduce Ordinance 111-O-18 with one abstention by Ald. Rue Simmons.

(P7) Ordinance 119-O-18, Granting Landmark Status to the Building and Lot of Record at 2010 Dewey Avenue
The Preservation Commission and City staff recommend approval of Ordinance 119-O-18 Designating 2010 Dewey Avenue (building and lot) as an Evanston Landmark.
For Introduction

Carlos Ruiz summarized the Preservation Commission’s recommendation to designate the building and lot as an Evanston Landmark.

James Engleman, 5th Ward resident, spoke in support of landmarking.
Delores Holmes spoke in support and noted it is the only structure left that
tells some of the history of the 5th Ward and the African-American community.

Stephanie Saunders, resident and former Foster School student spoke in support.

Alderman Rue Simmons spoke in support adding that the community group
that has been working on the landmarking has agreed to language to allow
for exterior improvements and suggested others read the thorough
nomination packet.

Ald. Wynne moved to introduce Ordinance 119-O-18, seconded by Ald.
Rue Simmons. The Committee voted 7-0 to introduce Ordinance 119-O-
18.

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT

Ald. Wynne moved to adjourn, seconded by Ald. Rue Simmons. The meeting adjourned at 7:45 p.m.

Respectfully submitted,
Johanna Leonard
Community Development Director
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 1918 Jackson Avenue

Date: November 6, 2018

Recommended Action:
City 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.

Livability Benefits:
Built Environment: Support housing affordability
Economy & Jobs: Retain and expand local businesses

Summary:
1918 Jackson St. is located on the west side of Jackson Ave. between Emerson St. and Foster St. in the R5 General Residential District. The property features a four-unit residence. Two of the units are proposed as Vacation Rentals. However, the owner, Sargon Isaac, would like the option to rent the remaining two units as Vacation Rentals in the future. The property has previous property standards citations. These citations, which have since been resolved, related to general maintenance and repairs, heating issues, and pest control. The property now 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 Vacation Rental located just south of the property at 1914 Jackson Ave. which was approved for a Vacation Rental license in November of 2017. There have been no recent property standards issues to staff’s knowledge and staff anticipates no negative cumulative effect.

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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 single-family and several two-family residences. According to the applicant, all property owners within 250’ of the subject property have been notified of the proposed Vacation Rental. Staff is not aware of opposition to the proposal.

The proposed Vacation Rental will comply with all the rules and regulations contained herein. The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250’ of the subject property.

The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety. The subject property does not feature any open zoning or property standards violations. City staff is not aware of any current nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental. On-street parking exists on the block. The existing garage on the property will not be used as part of the Vacation Rental. Additionally, the Health and Human Services Department requires an inspection of life safety issues prior to issuing a license.

Attachments:
Vacation Rental License Application – submitted August 22, 2018
Notice to Neighbors
Mailing Notification List
Aerial View of Property
Photographs of Proposed Vacation Rental Units
Vacation Rental Ordinance 50-O-13
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: 1918 Jackson Ave, Evanston 60201
PIN: 10-13-210-015-000 Total # of dwelling units in the building: 4

Please provide a short summary explaining how the rental will operate (how often, how many rooms, etc.)

Because of the several court eviction issues in this building, we would also like the option to use the property as a vacation rental. At this time we have 2 vacant units that would be prospect for such usage. The 2 remaining would be conventional for now. The option for those too.

1. Unit Owners (If a partnership, corporation, or other entity, include its name and the name of the responsible party.)

Names: Main Keefer LLC, (Sargon Isaac)
Address including City, State, Zip Code: 9420 N Keefer, Skokie IL 60076
Phone(s): 773-251-2966 Email address(es): SI Properties1@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: Victor J. Melecio Jr.
Address, including City, State, ZIP: 1914 Jackson, Evanston 60201
Phone(s): 312-725-0025 Email address: Brokevic@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: See Above
Address, including City, State, ZIP:
Phone(s): Email address:
Name of each company that provides an insurance policy for the dwelling unit:

American Family Insurance Co.

Address, including City, State, ZIP: 719 Chicago Ave, Evanston 60202

Phone(s): 847-905-1905 Email address: TPACHIS@AMEFAM.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: egolden@cityofevanston.org
NOTICE

Sargon Isaac, 1918 Jackson Ave, Evanston IL 60201 - 312-725-0025

has submitted an application for a Vacation Rental License (City Code § 5-9-4), which is scheduled for review during the public meetings of the Planning & Development Committee and Evanston City Council on

October 8, 2018 at 7:15pm
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

Sargon Isaac
1918 Jackson #2N
Evanston, IL 60201
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CITY OF EVANSTON - ELLYN GC 2100 RIDGE AVE

Evanston, IL 60201

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1918 Jackson Ave., 1st Floor Unit
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)
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 1005 Dewey Avenue

Date: November 1, 2018

Recommended Action:
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.

Livability Benefits:
Built Environment: Support housing affordability
Economy & Jobs: Retain and expand local businesses

Summary:
1005 Dewey Ave. is located on the east side of Dewey Ave. near the Dewey Ave. and Lee St. intersection in the R3 Two-Family Residential District. Crown Park is located just south of this intersection. The property features a single family home and two-unit coach house in the rear of the lot off of the alley. The single family home is proposed as a Vacation Rental. The coach house is currently leased as a single unit and is not proposed as part of the application. The Vacation Rental is owned by Robert Crowder and Alex Che. Robert Crowder, who states that he lives in the home, will act as the operator of the vacation rental. 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 are several Vacation Rentals in the vicinity of this location. They are located within 1,000 feet of this property, south of Crown Park along Main Street. There have been no property standards issues for these properties to staff’s knowledge and staff anticipates no negative cumulative effect.
The Vacation Rental will not have a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. The property in question is adjacent to single-family and two-family residences. According to the applicant, all property owners within 250’ of the subject property have been notified of the proposed Vacation Rental. Staff is not aware of opposition to the proposal.

The proposed Vacation Rental will comply with all the rules and regulations contained herein. The applicant has complied with all applicable rules and regulations, including notification to all property owners within 250’ of the subject property.

The proposed Vacation Rental is not likely to have an adverse effect upon the public health, welfare, or safety. The subject property does not feature any open zoning or property standards violations. City staff is not aware of any nuisance issues specific to the site that could become concerns if the property operates as a Vacation Rental. The property includes a garage and paved area in the rear which is available for use by the vacation rental. On-street parking exists on the block. 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 October 22, 2018
- Notice to Neighbors
- Mailing Notification List
- Aerial View of Property
- Vacation Rental Ordinance 50-O-13
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: 1005 dewey ave

PIN: 10-24-216-017-0000
Total # of dwelling units in the building: 1

Please provide a short summary explaining how the rental will operate (how often, how many rooms, etc.)

When I am traveling for extended periods of time, I will try to rent my home air bnb.
The home is a 3 bedrooms, 2.5 baths. I expect to have the property rented 10 to 15% of the time throughout the year.

1. Unit Owners (If a partnership, corporation, or other entity, include its name and the name of the responsible party):

Names: Rob Crowder & Alex Che

Address including City, State, Zip Code: 1005 Dewey Ave, Evanston, IL 60202

Phone(s): 513 505 0317
Email address(es): crowder.27@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: Rob Crowder

Address, including City, State, ZIP: 1456 N orleans st, apt 3

Phone(s): 513-505-0317
Email address: crowder.27@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: Rob Crowder

Address, including City, State, Zip: 1005 Dewey Ave, evanston, IL 60202

Phone(s): 513-505-0317
Email address: crowder.27@gmail.com
4. Name of each company that provides an insurance policy for the dwelling unit:

Statefarm

Address, including City, State, ZIP: 3170 N Lincoln Ave, Chicago, IL 60657

Phone(s): (773) 248-6288  Email address: max.adelman.e3wh@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: egolden@cityofevanston.org
Notice

Rob Crowder, the property owner and occupant at address 1005 Dewey Ave, Evanston IL 60202 has submitted an application for a Vacation Rental License (City Code § 5-9-4), which is scheduled for review during the public meetings of the Planning & Development Committee and Evanston City Council on Monday, November 12, 2018 at 7:00pm.

The Planning and Development (P&D) Committee meeting is located at the Council Chambers of the 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.

If you have any other questions, please feel free to contact me directly via e-mail or phone.

Thanks!

Rob Crowder
Crowder.27@gmail.com
937-505-0217
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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)
Memorandum

To: Honorable Mayor and Members of City Council
Members of the Planning and Development Committee

From: Johanna Leonard, Community Development Director
Sarah Flax, Housing and Grants Administrator

Subject: 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

Date: November 5, 2018

Recommended Action:
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 (HUD) by December 31, 2018.

Funding Source: N/A

Livability Benefits:
Built Environment: Support housing affordability; provide compact and complete streets and neighborhoods.

Discussion:
Staff has consulted with HUD Chicago Field Office and HUD Headquarters staff to determine steps needed to close out the City’s Neighborhood Stabilization Program 2 grant by December 31, 2018. The City and its development partner, Brinshore Development successfully completed the goals of that program. However, the disposition of two properties, 2122 Darrow Avenue and 2113 Dewey Avenue, which were acquired as vacant and foreclosed housing with NSP2 funds has not been finalized. The following steps are being undertaken for grant closeout:

- Transfer ownership of the two remaining properties, 2122 Darrow and 2113 Dewey, from Brinshore Development and an affiliated entity, BrinNSP, to the City of Evanston
- Document that the demolition of the severely deteriorated housing on the two properties achieves a NSP2 National Objective of Blight Reduction, as both properties are in a primarily low/moderate income census tract in the City’s Community Development Block Grant Neighborhood Revitalization Strategy Area (NRSA) where we use CDBG funds to address deteriorated housing through our Housing Code Enforcement program
- Finalize and submit grant closeout paperwork to HUD’s Chicago Field Office.

These actions will document that all properties acquired with NSP2 funds have met a National Objective of that program and the City will be able to redevelop or dispose of the two vacant properties without any further NSP2 restrictions or requirements.

Background:
2122 Darrow Avenue was acquired in September 2011. The single-family house was determined to be in such poor condition that rehab was not feasible. it was demolished and the property is being held for redevelopment. The lot is 66 feet wide and without alley access. Staff recommends consideration of developing a Special Use process that would enable the construction of modest-size “starter” homes on smaller lots than currently allowed by our zoning. This same process could be used to put non-conforming parcels throughout Evanston that are currently undevelopable based on zoning to productive use as affordable housing.

2113 Dewey Avenue was acquired in July 2013. The frame four-flat was in very deteriorated condition and there was environmental contamination from a former use of the property to the south. The building was demolished and the contamination was addressed. This property is a non-conforming lot between two businesses in MXE zoning district, making it more appropriate for a business/commercial use than for affordable housing.

Following the transfer of the properties to the City’s ownership, maintenance expenses will continue to be funded until their final disposition is determined using remaining NSP2 program income of approximately $80,000. These funds will also be used for staffing costs to monitor NSP2 rental and ownership properties for compliance with program requirements.

Attachments:
- 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
- Letter transferring 2122 Darrow Avenue to the City of Evanston
- Letter transferring 2113 Dewey Avenue to the City of Evanston
99-R-18

A RESOLUTION

Authorizing the City Manager to Purchase Two Vacant Lots Located at 2122 Darrow Avenue and 2113 Dewey in Evanston, Illinois

WHEREAS, the United States Department of Housing and Urban Development ("HUD") awarded $18.5 million in Neighborhood Stabilization Program 2 ("NSP2") grant funds to the City for two main purposes: (a) acquire, rehabilitate and/or development, leasing and/or sale of a minimum of 100 single-family, multi-family and condominium units; and (b) the development of a mixed income residential development called "Emerson Square"; and

WHEREAS, the City entered into a redevelopment agreement and subsequent amendments with Brinshore Development, L.L.C ("Brinshore") and an affiliated entity, BrinNSP LLC ("BrinNSP") to carry out the goals of the NSP2 grant funds; and

WHEREAS, BrinNSP acquired many properties to fulfill the objectives of the grant, including 2122 Darrow Avenue (10-12-419-008-008-0000 and 10-12-419-009-0000) and 2113 Dewey Avenue (10-12-421-006-0000) (the "Subject Properties"), now vacant parcels; and

WHEREAS, BrinNSP seeks to convey and the City of Evanston seeks to acquire the vacant properties in order to officially close the grant with HUD and satisfy its NSP2 grant compliance requirements; and

WHEREAS, the City will hold the Subject Properties until appropriate
disposition that addresses the community development and revitalization needs of the City and neighborhood are determined; and

WHEREAS, the City Council hereby finds and determines that the best interests of the City of Evanston and its residents will be served by acquiring the aforesaid Subject Properties; and

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 acquire two properties located at 2122 Darrow Avenue and 2113 Dewey Avenue from BrinNSP LLC for a purchase price of $1.00 per lot.

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

SECTION 3: This resolution 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
Sarah K. Flax  
Housing and Grants Administrator  
Community Development  
Morton Civic Center  
City of Evanston  
2100 Ridge Ave.  
Evanston, IL 60201

Re: 2122 Darrow, Evanston

Dear Sarah:

In accordance with the Redevelopment Agreement (the “Redevelopment Agreement”) between the City of Evanston and Brinshore Development, L.L.C. dated as of September 14, 2010, as amended, Brinshore agreed to provide certain development services to the City in connection with the City’s scattered site development under the NSP Program.

The property located at 2122 Darrow (the “subject property”) was a “Sale Property” under the Redevelopment Agreement. BrinNSP, LLC acquired fee title to the subject property on behalf of the City in order to facilitate the sale of the property to an eligible purchaser. The City funded the acquisition of the subject property pursuant to a Grant Agreement (the “Grant Agreement”) recorded in the Office of the Cook County Recorder of Deeds on December 2, 2011, as document number 1133631069.

The City has directed BrinNSP to convey the subject property to the City in order for the City to close out its NSP2 grant in accordance with NSP regulations. Enclosed please find an executed Quitclaim Deed conveying the subject property to the City.

Upon acceptance of the deed, the City agrees that BrinNSP has satisfied all of its obligations under the Grant Agreement and that BrinNSP is hereby released from any and all obligations under the Grant Agreement.

Please sign and return a copy of this letter confirming the City’s agreement in accordance with this letter.

Very truly yours,

David Brint

Agreed:

The City of Evanston

By:__________________________________________
Director, Community Development  
Department, City of Evanston, a Municipal corporation
Sarah K. Flax  
Housing and Grants Administrator  
Community Development  
Morton Civic Center  
City of Evanston  
2100 Ridge Ave.  
Evanston, IL 60201

Re: 2113 Dewey, Evanston

Dear Sarah:

In accordance with the Redevelopment Agreement (the “Redevelopment Agreement”) between the City of Evanston and Brinshore Development, L.L.C. dated as of September 14, 2010, as amended, Brinshore agreed to provide certain development services to the City in connection with the City’s scattered site development under the NSP Program.

The property located at 2113 Dewey (the “subject property”) was a “Sale Property” under the Redevelopment Agreement. BrinNSP, LLC acquired fee title to the subject property on behalf of the City in order to facilitate the sale of the property to an eligible purchaser. The City funded the acquisition of the subject property pursuant to a Grant Agreement (the “Grant Agreement”) recorded in the Office of the Cook County Recorder of Deeds on September 10, 2013 as document number 13253265048.

The City has directed BrinNSP to convey the subject property to the City in order for the City to close out its NSP2 grant in accordance with NSP regulations. Enclosed please find an executed Quitclaim Deed conveying the subject property to the City.

Upon acceptance of the deed, the City agrees that BrinNSP has satisfied all of its obligations under the Grant Agreement and that BrinNSP is hereby released from any and all obligations under the Grant Agreement.

Please sign and return a copy of this letter confirming the City’s agreement in accordance with this letter.

Very truly yours,

[Signature]

David Brint

Agreed:

The City of Evanston

By:  
Director, Community Development  
Department, City of Evanston, a  
Municipal corporation
For City Council meeting of November 12, 2018  
Item P4
Ordinance 112-O-18 Application for Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese 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 & 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 2, 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.

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:
### Building Lot Coverage

<table>
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<th>Required</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td>30% maximum</td>
<td>42.5%</td>
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</table>

<table>
<thead>
<tr>
<th>Street Side Yard (principal structure, deck, garage, open parking)</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>15’ minimum</td>
<td>3.5’ (principal structure)</td>
<td></td>
</tr>
<tr>
<td>8.5’ (deck)</td>
<td>10’ (garage)</td>
<td></td>
</tr>
<tr>
<td>10’ (garage)</td>
<td>1’ (open parking)</td>
<td></td>
</tr>
<tr>
<td>Interior Side Yard Setback (principal structure)</td>
<td>5’</td>
<td>3’</td>
</tr>
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</table>

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:

<table>
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<tr>
<th></th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Lot Coverage</td>
<td>30% maximum</td>
<td>37.9%</td>
</tr>
<tr>
<td>Street Side Yard</td>
<td>15’ minimum</td>
<td>4’ (principal structure)</td>
</tr>
<tr>
<td></td>
<td>13.5’ minimum (porch)</td>
<td>3’ (garage)</td>
</tr>
</tbody>
</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.
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>
<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</td>
</tr>
<tr>
<td></td>
<td>X Not Met</td>
</tr>
<tr>
<td></td>
<td>7-0</td>
</tr>
<tr>
<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
</tr>
<tr>
<td></td>
<td>7-0</td>
</tr>
<tr>
<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
</tr>
<tr>
<td></td>
<td>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>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
</tr>
<tr>
<td></td>
<td>7-0</td>
</tr>
<tr>
<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
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<tr>
<td></td>
<td>7-0</td>
</tr>
</tbody>
</table>
is a public benefit;

<table>
<thead>
<tr>
<th>(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;</th>
<th>X Met     Not Met</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>7-0</td>
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</table>

<table>
<thead>
<tr>
<th>(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;</th>
<th>Met     Not Met</th>
</tr>
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<td>7-0</td>
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</tbody>
</table>

And, based upon these findings, and upon a vote of 7 in favor of denial & 0 against

Recommends to the City Council

<table>
<thead>
<tr>
<th>Approval</th>
<th>Denial</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Attending: Vote: (for denial)

<table>
<thead>
<tr>
<th>Violetta Cullen</th>
<th>Aye</th>
<th>X</th>
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<tbody>
<tr>
<td>X</td>
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<table>
<thead>
<tr>
<th>Mary Beth Berns</th>
<th>Aye</th>
<th>X</th>
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<tr>
<td>X</td>
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<table>
<thead>
<tr>
<th>Lisa Dziekan</th>
<th>Aye</th>
<th>X</th>
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<tr>
<td>X</td>
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<thead>
<tr>
<th>Kiril Mirintchev</th>
<th>Aye</th>
<th>X</th>
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<tr>
<td>X</td>
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<thead>
<tr>
<th>Scott Gingold</th>
<th>Aye</th>
<th>X</th>
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<tr>
<td>X</td>
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<table>
<thead>
<tr>
<th>Myrna Arevalo</th>
<th>Aye</th>
<th>X</th>
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<tr>
<td>X</td>
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<table>
<thead>
<tr>
<th>Mary McAuley</th>
<th>Aye</th>
<th>X</th>
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<tr>
<td>X</td>
<td></td>
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Memorandum

To: Mayor and Members of the City Council
Planning & Development Committee

From: Johanna Leonard Community Development Director
Scott Mangum, Planning and Zoning Administrator
Melissa Klotz, Zoning Planner

Subject: Ordinance 144-O-18 Granting a Special Use for a Type 2 Restaurant and Drive Through Facility, McDonald’s Restaurant, at 1919 Dempster St.

Date: November 1, 2018

Recommended Action
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.

Livability Benefits:
Economy & Jobs: Expand job opportunities
Built Environment: Promote diverse transportation modes

Summary:
The applicant proposes to expand the operation of McDonald’s, a Type 2 Restaurant, with a 91 square foot addition to the northwest portion of the building to relocate a drive-through window. The applicant also proposes to expand the facility to a dual-lane drive through that queues from both Dempster St. and Dodge Ave.

The restaurant is currently open to the public from 5am – 11pm, seven days a week, with the drive-through open 24-hours a day, seven days a week. The applicant proposes to decrease the amount of on-site parking from 62 existing spaces to 47 spaces to improve the traffic flow within the site and maintain the parking lot’s travel aisle around the back of the drive-through. The Zoning Ordinance requires seven parking spaces (as well as drive-through stacking) for the use. However, McDonald’s feels 47 spaces are the minimum necessary for employees and customers at this location. Increased landscaping islands are proposed at the Dodge Ave. ingress/egress and at portions of the Dempster St. ingress/egress. The parking lot will feature striped pedestrian walks to increase safety for customers.
The applicant conducted a traffic study in early 2016 to quantify the vehicular issues with the existing single lane drive-through that queues from Dempster St. only. The traffic study found the current drive-through queue backed up onto Dempster Street on ten occasions during the study time (one day, from 7am-5pm). The applicant feels the proposed dual-lane drive-through, building addition that will reconfigure the pay window, and additional access to the drive-through from Dodge Ave., will increase the drive-through stacking, decrease order time, and improve vehicular access to reduce the occasions of vehicular backup onto Dempster Street.

A full façade renovation is also proposed to modernize the building, including new signage. As requested by the ZBA, the applicant revised the proposed site plan to include additional directional signage at entrances and exits that will encourage the utilization of the Dodge Ave. drive through queue, as well as ADA parking and “pull-forward” temporary parking on the west side of the property.

The ZBA requested data from the Police Department to determine if there have been a significant number of disturbances or incidents between midnight and 5am when most Type 2 Restaurants are prohibited from operating. The Police Department provided information of serious incidents, including assaults and batteries, disorderly conduct, disturbances, harassment, drugs, and gun calls, and found little activity at 1919 Dempster St. during overnight hours. Specifically, there were a total of 6 incidents over the last 7 months between midnight and 5am. There are significantly more incidents during daytime hours:
Additionally, the ZBA recommended the City Council should determine if a no left turn is appropriate at the Dempster St. exit. The Public Works Agency assessed the egress and determined a no left turn would encourage vehicular traffic trying to get to Dodge Ave. to divert to neighborhood streets, potentially through the nearby school zones, and therefore does not recommend the restriction.

City staff has not received any objections to the proposed special uses from neighboring property owners.

**Comprehensive Plan:**
The Evanston Comprehensive General Plan encourages the revitalization of existing commercial corridors that can add sales tax revenue and encourage economic stability. The Comprehensive Plan specifically includes:

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

- **Objective:** Recognize and support the strong role neighborhood business districts play in Evanston’s economy and its identity.

McDonald’s proposed restaurant and drive through expansion and façade and site improvements will improve functionality and vehicular navigation throughout the property while also increasing aesthetics and maintaining a pedestrian friendly property.
**Legislative History:**
October 16, 2018: the ZBA recommended unanimous approval of the special use for a Type 2 Restaurant and dual lane Drive Through Facility for McDonald's with the following conditions:

1. Additional signage is required at all ingress/egress to alert customers to the Dodge Ave. entrance/exit, and to alert customers to the one way in and one way out on Dempster St.
2. City Council shall use information provided by staff and the applicant regarding police incidents and percentage of sales conducted between midnight and 5am to determine if a reduction in hours of operation is necessary.
3. Substantial compliance with the documents and testimony on record.
4. ADA parking shall be accessible from all vehicular entrances and therefore shall be added in the parking area west of the building.
5. Short term parking for customers awaiting orders shall be located in the parking area west of the building.
6. City Council shall determine if a no left turn is appropriate at the Dempster St. exit.

**Attachments**
- Ordinance 144-O-18
- October 16, 2018 ZBA Draft Meeting Minutes
- ZBA Findings
- October 16, 2018 ZBA Packet
AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant and a Drive-Through Facility Located at 1919 Dempster Street in the C2 Commercial District (“McDonald’s”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on September 25, 2018 and October 16, 2018, pursuant to proper notice, to consider case no. 18ZMJV-0080, an application filed by James E. Olguin (the “Applicant”), attorney for the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1919 Dempster Street (the “Subject Property”) and located in the C2 Commercial District, for a Special Use Permit to establish, pursuant to Subsection 6-10-4-3 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Type 2 Restaurant with a Drive-Through Facility, “McDonald’s,” on the Subject Property; and

WHEREAS, the Applicant specifically requests a special use permit to include an addition of a ninety-one (91) square foot building addition for a new drive-through window and a second ordering lane for a dual drive-through facility; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Type 2 Restaurant and a Drive-Through Facility met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of November 12, 2018, the Planning and Development Committee of the City Council (“P&D Committee”) considered the ZBA’s
record and findings and recommended the City Council accept the ZBA’s recommendation and approve the application in case no. 18ZMJV-0080; and

WHEREAS, at its meetings of November 12, 2018 and November 26, 2018, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant with a Drive-Through Facility on the Subject Property as applied for in case no. 18ZMJV-0080.

SECTION 3: Pursuant to Subsection 6-9-5-3 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans including the site plan attached as Exhibit B and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant.

B. Hours of Operation: The City Council shall use the information provided by staff and the Applicant regarding police incidents and percentage of sales conducted between midnight and 5:00 A.M. to determine if a reduction of hours of operation is necessary.
C. **Signage:** Additional signage is required at all ingress and egress locations on the Subject Property to alert customers to the Dodge Avenue entrance and exit, and to alert customers to the one way in and one way out on Dempster Street.

D. **Parking:** All ADA parking shall be accessible from all vehicular entrances and must be added in the parking area west of the building on the Subject Property. Short term parking for customers awaiting orders shall be located in the parking area west of the building on the Subject Property.

E. **Recordation:** Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

   **SECTION 4:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

   **SECTION 5:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

   **SECTION 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

   **SECTION 7:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

   **SECTION 8:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: _________________, 2018

Adopted: _________________, 2018

Approved: _____________________, 2018

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN MCDONALD’S CONSOLIDATION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1988 AS DOCUMENT NUMBER 88285076, IN COOK COUNTY, ILLINOIS.

PIN: 10-13-322-043-0000

COMMONLY KNOWN AS: 1919 Dempster Street, Evanston, Illinois.
EXHIBIT B

SITE PLAN
MEETING MINUTES  
ZONING BOARD OF APPEALS  
Tuesday, October 16, 2018  
7:00 PM  
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Mary Beth Berns, Myrna Arevalo, Scott Gingold, Mary McAuley, Kiril Mirintchev

Members Absent: Violetta Cullen

Staff Present: Scott Mangum, Melissa Klotz

Presiding Member: Mary Beth Berns

Declaration of Quorum
With a quorum present, Chair Berns called the meeting to order at 7:00 p.m.

Minutes
Ms. McAuley motioned to approve the meeting minutes of September 25, 2018, which were seconded by Ms. Arevalo and unanimously approved.

Mr. Mirintchev arrived.

Old Business
1919 Dempster St. 18ZMJV-0080
James E. Olguin, attorney, applies for a special use permit for a Type 2 Restaurant, McDonalds, and a special use permit for a Drive Through Facility, at 1919 Dempster Street in the C2 Commercial District (Zoning Code Section 6-10-4-3). The applicant proposes a 91 square foot building addition for a new Drive-Through window, and a second ordering lane for a dual Drive-Through Facility. The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read the case into the record, and noted two additional truck turning diagrams were submitted.

James Olguin, attorney, explained the proposal:
- Parking spaces that are closest to ingress/egress on Dempster and Dodge will be removed so that there will be fewer vehicular conflicts and to increase landscaping
- Providing better pedestrian access with striped walkways
- Adding bike rack
- New dumpster facility
- Upgrade outdoor eating area in front of building
- Facade upgrade to modern, clean design
- Second drive through window will add functionality that helps customers go through the drive through more quickly
- Company owned store (not franchise)
- Small addition to the building in the northwest corner
- Increased drive through queue length which will help orders go more quickly
- One drive through lane can be accessed from the Dodge Ave. ingress
- Landscaping in front of the building will not exceed 3’ in height so there will be adequate visibility for vehicles exiting onto Dempster St.

Mr. Gingold suggested signage should be added at the Dempster St. ingress and egress to clarify which is the one-way-in entrance and one-way-out exit.

Mr. Olguin continued:
- There is ample room for vehicles to navigate around the back of the building behind the drive through
- Drive through stacking will mostly queue off of Dempster St. in one stacking lane, but can also be accessed from Dodge Ave.
- Reduction from 62 parking spaces to 47 parking spaces, which is adequate and comparable to other McDonalds sites
- Roughly 70% of business is via the drive through, and that typically increases a little bit with a dual drive through
- Many employees take public transportation or carpool with other employees
- There is no specific bus parking on-site and buses are not anticipated at this location, but buses could park in the large parking area in the northeast area of the property if necessary.

Ms. Dziekan asked if the site has too much parking and the northeast area of the property could be better utilized for something else. The applicant responded that parking is needed, and McDonald’s standards are for more than 40 parking spaces per site.

Chair Berns noted the signage at the Dodge Ave. entrance is inadequate so people are not aware that is an entrance to McDonald’s. The increased landscaping at the Dodge Ave. entrance should make that more obvious, but there should also be better signage.

Mr. Mirintchev asked if signage will be provided to note ADA parking is only accessed from Dempster St. and the applicant responded there was no plan to.

Chair Berns noted there are very few restaurants in Evanston that are open 24 hours and most have limited hours of operation imposed by special use conditions. The applicant responded McDonald's would not be amenable to that change and would likely scale the entire restaurant back, not remodel, and would be economically detrimental to the business so it may then close or locate elsewhere.

Ms. McAuley asked if staff is aware of any nuisance or police issues that occur during overnight hours, and Ms. Klotz responded she is not aware of any specific incidents. Chair Berns added staff should reach out to the Police Department for confirmation prior to City Council.
Ms. Dziekan asked if there is anything that can be done to improve the drive through functionality of Starbucks next door, and the applicant responded there is nothing McDonald’s can do to address that issue.

The applicant summarized that the proposed improvements should increase the functionality of the drive through and site navigation.

Deliberation:
Ms. McAuley asked staff to confirm incident reports between midnight and 5am with the police department, and if there are not significant incident reports then 24 hour operation is appropriate.

Mr. Gingold noted clear signage in addition to painted ground signage is needed at all entrances and exits, and the egress onto Dempster St. should be a no left turn.

Mr. Mirintchev stated signage should be added at the Dodge Ave. entrance that ADA parking is only accessed from the Dempster St. entrance so that vehicles needing ADA parking do not loop through the property and have to turn left out onto Dempster to circle back in. Also, the parking spaces closest to the exit should be short term parking for vehicles awaiting longer/larger orders.

Ms. Dziekan noted the additional bicycle parking, pedestrian striping, landscaping, and new drive through stacking make this a good project.

Chair Berns commended staff for pushing for facade improvements to the building, which are greatly needed, and noted it would be great if an ADA parking space could be added in the north parking area so that vehicles entering via Dodge Ave. have an ADA parking option.

Chair Berns and Ms. McAuley discussed whether the percentage of business conducted between midnight and 5am should matter or if hours of operation should only be related to police incident reports.

The Standards were addressed:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. NA
9. Yes

Mr. Gingold motioned to recommend approval of the special uses with conditions, which was seconded by Ms. Dziekan and unanimously recommended for approval.

Conditions:
1. Additional signage is required at all ingress/egress to alert customers to the Dodge Ave. entrance/exit, and to alert customers to the one way in and one way out on Dempster St.

2. City Council shall use information provided by staff and the applicant regarding police incidents and percentage of sales conducted between midnight and 5am to determine if a reduction in hours of operation is necessary.

3. Substantial compliance with the documents and testimony on record.

4. ADA parking shall be accessible from all vehicular entrances and therefore shall be added in the parking area west of the building.

5. Short term parking for customers awaiting orders shall be located in the parking area west of the building.

6. City Council shall determine if a no left turn is appropriate at the Dempster St. exit.

The meeting adjourned at 8:15 pm.
In the case of

Case Number: 18ZMJV-0080
Address or Location: 1919 Dempster St.
Applicant: James E. Olguin, attorney
Proposed Special Use: Type 2 Restaurant, McDonald’s, and a Drive-Through Facility in the C2 District

After conducting a public hearing on October 16, 2018, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met</td>
</tr>
<tr>
<td>Vote 6-0</td>
<td></td>
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<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met</td>
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<tr>
<td>Vote 6-0</td>
<td></td>
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<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met</td>
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<tr>
<td>Vote 6-0</td>
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<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met</td>
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<tr>
<td>Vote 6-0</td>
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<tr>
<td>(E) It can be adequately served by public facilities and services</td>
<td>X Met</td>
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<td>Vote 6-0</td>
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(F) It does not cause undue traffic congestion;  
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<th>Met</th>
<th>Not Met</th>
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<tbody>
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<td>X</td>
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<td>Vote: 6-0</td>
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(G) It preserves significant historical and architectural resources;  
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<th>Not Met</th>
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<td>Vote: 6-0</td>
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(H) It preserves significant natural and environmental features; and  
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<th>Not Met</th>
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<td>n/a</td>
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(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.  
<table>
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<th>Met</th>
<th>Not Met</th>
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<tr>
<td>X</td>
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<tr>
<td>Vote: 6-0</td>
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</table>

and based upon these findings, and upon a vote  

6 in favor & 0 against

 Recommends to the City Council

approval without conditions

 denial of the proposed special use with conditions:

approval with conditions:

1. Additional signage is required at all ingress/egress to alert customers to the Dodge Ave. entrance/exit, and to alert customers to the one way in and one way out on Dempster St.
2. City Council shall use information provided by staff and the applicant regarding police incidents and percentage of sales conducted between midnight and 5am to determine if a reduction in hours of operation is necessary.
3. Substantial compliance with the documents and testimony on record.
4. ADA parking shall be accessible from all vehicular entrances and therefore shall be added in the parking area west of the building.
5. Short term parking for customers awaiting orders shall be located in the parking area west of the building.
6. City Council shall determine if a no left turn is appropriate at the Dempster St. exit.

Attending:  

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<tr>
<td>X</td>
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<td>X</td>
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For City Council meeting of November 12, 2018

Ordinance 147-O-18, Major Adjustment to a Planned Development

For Introduction

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning and Zoning Administrator
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 147-O-18
Major Adjustment to a Planned Development, 1571 Maple Avenue,
18PLND-0082

Date: November 7, 2018

Recommended Action:
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.

Livability Benefits:
Built Environment: Promote diverse transportation modes.

Background
The recently constructed development, located south of Davis Street between Maple Avenue and Elwood Avenue, was approved on April 13, 2015. The planned development was amended by ordinance on June 13, 2016 in order to extend the time for the applicant to obtain a building permit to begin construction on the development. The development consists of a 12-story mixed-use building with 101 residential units, 3,696 square feet of commercial space on the ground floor, and a 12-space parking lot on the west side of the site along Maple Avenue. The development, which did not fall under the recently revised Inclusionary Housing Ordinance, was to provide two on-site affordable units to households earning not more than 100% of AMI and provide a $400,000 contribution to the affordable housing fund (of which $200,000 has been paid and the remainder is due on April 20, 2019, one year after issuance of the Final Certificate of Occupancy). It also was to provide 101 parking spaces at the Maple Avenue garage through a lease agreement with the City.
The Applicant contacted the City when they were not able to rent the two on-site affordable units to households with incomes that do not exceed 100% of AMI following several months of marketing and referrals from the Centralized Wait List maintained by Community Partners for Affordable Housing. The primary hurdle to rental was that households with incomes between 90-100% AMI either were able to find housing units in or near downtown Evanston for lower rents and/or they prioritized larger units over new construction with amenities that may be more attractive to younger demographics. For comparison, the two 100% AMI units in 1620 Central Street, which are approximately 42 square feet larger than those in 1571 Maple Avenue, were rented up quickly.

Staff proposed changing the on-site affordable unit agreement from two units at 100% AMI to a single one-bedroom unit at 50% AMI based on the lack of units in downtown Evanston that are affordable to households at that income level as well as the greater shortage of rental units at this income level than anywhere in Evanston. Based on Comprehensive Housing Affordability Strategy (CHAS) data from the American Community Survey, 1,310 Evanston renter households with incomes between 31 and 51% AMI, or 65% of households at this income level, are severely housing cost burdened, paying more than 50% of gross income for housing.

Centrum Partners initially proposed a single unit at 60% AMI rather than a 50% unit based on the reduction in rental income from one 60% unit of $1,268 being virtually identical to the reduction in income from two 100% AMI units of $1,266 (see attached). Since the initial discussions Centrum Partners has expressed being amenable to providing the on-site affordable unit at 50% AMI.

Compliance with the Zoning Ordinance

**Major Adjustment to a Planned Development**

The intent of the D3 Downtown Core Development District is:

“...to provide for the highest density of business infill development and large scale...
redevelopment within downtown Evanston. The district is also intended to encourage and sustain mix of office, retail, and residential uses. Planned developments are encouraged as a special use in the D3 district. Where D3 zoned lots or areas are overlaid with the oRD redevelopment overlay district designation, a planned development is required in order to ensure that proposed development in these areas is consistent with the objectives and policies of the adopted plan for downtown Evanston.”

The completed building has provided infill mixed-use development in the downtown area. The planned development was approved with site development allowances related to number of dwelling units, height, floor area ratio, ziggurat setbacks and number of parking spaces. The proposed adjustment would modify a condition of approval by reducing the number of parking spaces required to be leased from the City off-site.

Parking and Traffic
The Applicant provided information on the number of residents who are currently leasing spaces within the Maple Avenue garage as of May 23, 2018. There have been a maximum of 46 parking spaces leased in the garage by the building’s residents. Currently, 41 permits are being utilized by residents.

The property is located less than 500 feet from the Davis Street Metra and CTA stations. The building is located in close proximity multiple bus lines (both Pace and CTA), an existing Divvy Bike Station at Benson Avenue and Church Street, and has two Maven car sharing stations on-site in the parking lot. The Maple Avenue garage is 1,003 feet away from the site and the Sherman Avenue garage is approximately 325 feet away from the site.

The development was granted a site development allowance to provide 12 on-site parking spaces. Condition Z also required 101 spaces to be leased in the Maple Avenue garage (1.12 per dwelling unit and .75 per bedroom). Per recently approved TOD parking requirements of .55 spaces per bedroom, 83 parking spaces would now be required (.82 per dwelling unit). If the request is approved, the number of parking spaces provided would total 62, with 12 parking spaces on-site and 50 leased within the City’s parking garage (.61 per dwelling unit and .41 per bedroom). Recently approved comparable developments at 811 Emerson St. and 1450 Sherman Ave. have parking ratios of approximately .7 per dwelling unit and approximately .42 and .62 per bedroom, respectively. Requiring 70 leased parking spaces for this development would create parking ratios of .81 per dwelling unit and .54 per bedroom.

There are currently approximately 200 parking spaces available in the Maple Avenue garage and approximately 300 parking spaces available in the Sherman Plaza garage (availability can vary depending on time or day and year).

Standards of Approval
The proposed development must follow the procedures for Adjustments to Development Plan in Section 6-3-6-12. It must also maintain the planned development’s satisfaction of the Standards for a Special Use (Section 6-3-5-10), the Standard for Planned
Development (Section 6-3-6-9) and standards and guidelines established for Planned Developments in the D3 Downtown Core Development District. (Section 6-11-1-10). Staff finds that the proposed development meets all standards for approval.

Standards for Special Use (Section 6-3-5-10)
A Planned Development is listed as a permitted special use in the D3 Downtown Core Development District. As indicated above, the proposal is in keeping with the purposes and policies outlined in the Comprehensive Plan and the Zoning Ordinance. The development and corresponding site development allowances were approved in April of 2015. There are no physical or use changes proposed for the site so no impacts are expected with regards to utilities, environmental features or architectural resources. The proposal will not interfere with or diminish the value of other properties in the neighborhood.

The proposal will not cause undue traffic congestion. The existing building is a TOD with a number of transportation options available within a short distance including, Metra, CTA Transit stations and bus routes. Additionally, the Maple Avenue garage that is currently utilized for parking and Sherman Avenue garage which is a proposed for parking use are both a short distance away.

Standards and Guidelines for Planned Developments in D3 District (Sections 6-3-6-9 and 6-11-1-10)
The recently completed planned development was found to be in harmony and comply with general purposes and the intent of the Zoning Ordinance. As well, it is compatible in bulk, scale and land use with surrounding properties. The proposal maintains this compatibility.

Legislative History
October 3, 2018 – DAPR Committee voted to recommend a Major Adjustment to the Planned Development for one 1-bedroom unit at 50% AMI and to modify the parking lease from 101 parking spaces to 70 parking spaces within either the Maple Avenue or Sherman Avenue garages.
October 10, 2018 – Plan Commission voted to recommend approval of the adjustment to the planned development at 1571 Maple Avenue 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 available.

Attachments
- Proposed Ordinance 147-O-18
- Application Packet for Major Adjustment to a Planned Development
- Link to Plan Commission Packet for October 10, 2018 Meeting
- Draft Minutes for October 10, 2018 Plan Commission Meeting
- Resolution 48-R-16 Authorizing Original Parking Lease Agreement
AN ORDINANCE

Approving a Major Adjustment Regarding Required Parking and On-Site Affordable Housing at 1571 Maple Authorized by Ordinance 19-O-15 and Amended by Ordinance 61-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 April 13, 2015, the City Council enacted Ordinance 19-O-15, attached hereto as Exhibit 1 and incorporated herein by reference, which granted a Special Use Permit for a Planned Development (the "Planned Development") at 1571 Maple Avenue (the "Subject Property"), which is legally described in Exhibit 1-A; and

WHEREAS, Ordinance 19-O-15 approved the construction of a 12-story
mixed use building with 101 residential dwelling units at the Subject Property (the “Project”), which is detailed at length in Exhibit 1; and

WHEREAS, by submitting an application to amend a planned development to the City dated September 12, 2018, the Developer and Applicant, 1571 Maple Avenue, LLC (the “Applicant”) requested major adjustments to: (1) reduce the required number of leased parking spaces from one hundred (100) to fifty (50); (2) allow the City to amend the original parking lease; (3) allow the City to provide parking spaces at Sherman Plaza; and (4) seek a change to the affordable housing provisions to allow them to provide one (1) affordable housing unit at sixty percent (60%) of Area Median Income (“AMI”) in lieu of two (2) affordable housing units as provided for in Ordinance 19-O-15; and

WHEREAS, in order to remain in compliance with the terms of Ordinance 19-O-15 and 61-O-16 and provide for Applicant to modify its parking requirements and on-site inclusionary housing, the Applicant requests an amendment to the Planned Development; and

WHEREAS, on October 10, 2018, the Evanston Plan Commission (“Plan Commission”) held a meeting, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq), during which it received input from the public, and carefully deliberated on the request and the Applicant was given notice and the opportunity to be heard at the Plan Commission meeting; and

WHEREAS, the Plan Commission recommended that the City council amend the planned development by allowing major adjustments to: (1) reduce the required number of leased parking spaces from one hundred one (101) to seventy (70); (2) allow the City to amend the original parking lease; (3) allow the City to provide
parking spaces at Sherman Plaza; and (4) change the affordable housing provisions to allow the Applicant to provide one (1) affordable housing unit at fifty percent (50%) of Area Median Income (“AMI”) in lieu of two (2) affordable housing units as provided for in Ordinance 19-O-15; and

WHEREAS, on November 12, 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 meeting, the P&D Committee received input from the public, and carefully deliberated on the major adjustment 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 meetings of November 12, 2018 and November 26, 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 147-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 19-O-15 and subsequently amended by Ordinance 61-O-16 to
allow for the amended parking requirements and on-site affordable housing of the Planned Development described herein.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council amends conditions (Q) and (Z) on the Special Use Permit granted for the Planned Development in Ordinance 19-O-15, as 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:

(Q) Affordable Housing in the Development: The Applicant shall provide one (1) two (2) one (1) bedroom on-site affordable housing units (with a goal of one (1) one-bedroom unit and one (1) two-bedroom unit) to households earning at or below fifty percent (50%) one hundred percent (100%) of Area Median Income (AMI). The units provided shall be equal in size to the market-rate units within the building. The period of affordability for the units shall be for ten (10) years. The Applicant must submit a compliance report by January 31st of each year to the Housing and Grants Division of the Community Development Department showing the following: (1) unit number; (2) number of bedrooms; (3) tenant name; (4) number of persons in each affordable household unit; (5) annual gross income of each household occupying each affordable housing unit; (6) date of income certification; and (7) monthly unit rent. The compliance report must also include the list of any utilities included in rent.

(Z) Parking Lease: The Applicant must agree and sign an amended long-term parking lease agreement with the City of Evanston to lease seventy (70) one hundred one (101) parking spaces based on the standard current monthly parking fee from the Maple Avenue Parking garage located at 1800 Maple Avenue or the Sherman Plaza Parking garage located at 821 Davis Street. The amended lease agreement will mandate that the Applicant pay any increases in the rental rate structure through the term of the lease agreement. The long-term lease agreement shall initially be set for a minimum period of seven (7) years. For the lifetime of the project, the Applicant must require all Residents to disclose their vehicle ownership and conduct periodic reviews to ensure that all vehicles owned by Residents of the building are accounted for within the Maple Avenue garage or Sherman Plaza Parking garage. The Applicant must provide the certified vehicle ownership report to the City of Evanston annually by January 31st of each calendar year during the first seven (7) year period from the issuance of the Final Certificate of Occupancy. The City of Evanston’s Department of Administrative Services will monitor the Applicant’s certified vehicle ownership reports and the costs incurred by the City of Evanston for such
oversight shall be paid for by Applicant’s parking lease fees. If at any time during this initial seven (7) year period such annual vehicle ownership report indicates that the Residents of the building own more than seventy (70) one hundred one (101) cars and require more than seventy (70) one hundred one (101) parking spaces, the Applicant agrees to amend the parking lease agreement with the City and lease the additional parking spaces necessary. The Applicant also agrees to deny apartment leases to potential Residents who own vehicles until such time as the number of vehicles owned by the Residents of the building and required to park in the Maple Avenue garage by terms of this Ordinance falls below seventy (70) one hundred one (101) or until the surplus parking spaces can be accommodated in the revised lease agreement with the City of Evanston.

Following the seven (7) year anniversary of the initial parking lease agreement date, the parking lease agreement may be amended. The number of parking spaces leased from the City may be reduced to match the highest number of vehicles owned by the Residents and required to park in the Maple Avenue garage by the terms of this Ordinance in any year during the initial seven (7) year period per the annual parking reports. The number of parking spaces leased by the City may not be reduced in the first seven (7) years and any reduction after the seven (7) year anniversary shall be approved by the City Council as an amendment to the parking lease agreement.

Following the expiration of the seven (7) year anniversary of the parking lease agreement, the agreement can be modified every five years thereafter but not before, to match the highest number of vehicles owned by the Residents and required to park in the Maple Avenue garage or Sherman Plaza Parking garage by the terms of this Ordinance during any calendar year in the preceding five (5) year term per the annual parking report. Any amendments to the number of parking spaces leased from the City of Evanston or any other amendments to the lease agreement, including term extensions, shall be approved by the City Council as an amendment to the parking lease agreement.

The Applicant must hold a valid long-term parking lease agreement with the City of Evanston for the lifetime of the project unless this condition is amended by the City Council of the City of Evanston as an amendment to the Planned Development.

SECTION 4: 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 5: Except as otherwise provided for in this Ordinance 61-O-16, all applicable regulations of the Ordinance 19-O-15, 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 61-O-16 shall govern and control.

SECTION 6: 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 1571 Maple Avenue, LLC, and any and all successors, owners, and operators of the Subject Property.

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.

Ayes: _____

Nayes: _____

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

ORDINANCE 61-O-16
61-O-16

AN ORDINANCE

Extending the Time for the Applicant to Obtain a Building Permit to Construct the Planned Development at 1571 Maple Authorized by Ordinance 19-O-15

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 April 13, 2015, the City Council enacted Ordinance 19-O-15, attached hereto as Exhibit 1 and incorporated herein by reference, which granted a Special Use Permit for a Planned Development (the "Planned Development") at 1571 Maple Avenue (the "Subject Property"), which is legally described in Exhibit 1; and

WHEREAS, Ordinance 19-O-15 approved the construction of a 12-story
mixed use building with 101 residential dwelling units at the Subject Property (the “Project”), which is detailed at length in Exhibit 1; and

WHEREAS, by letter to the City dated May 17, 2016, the Developer and Applicant, 1571 Maple Avenue, LLC (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 4(BB) of the Ordinance provides that the Applicant must obtain a building permit and start construction within one (1) year 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 May 23, 2016, 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 meetings of May 23, 2016 and June 13, 2016 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 61-O-16,
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 19-O-15 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 61-O-16; terms of Ordinance 19-O-15 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 to 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 61-O-16, all applicable regulations of the Ordinance 19-O-15, 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 61-O-16 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 1571 Maple Avenue, LLC, 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: 8
Nayes: 1

Introduced: May 23, 2016
Adopted: ______________, 2016

Attest: Rodney Greene, City Clerk

Approved: June 22, 2016
Elizabeth B. Tisdahl, Mayor

Approved as to form: Michelle Mason, Acting City Attorney

W. Grant Farrar, Corporation Counsel
EXHIBIT 1

ORDINANCE 19-O-15
19-O-15

AN ORDINANCE

Granting a Special Use Permit for a Planned Development
Located at 1571 Maple Avenue in the D3 Downtown Core
Development 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, 1571 Maple Avenue LLC ("Applicant"), the Applicant for the proposed development located at 1571 Maple Avenue, Evanston, Illinois (the "Subject Property"), legally described in Exhibit A, which is attached hereeto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-3-5, "Special Uses", Section 6-3-6, "Planned Developments", and Subsection 6-11-1-10, "Planned Developments" in Downtown Zoning Districts, to permit the construction and operation of a Planned Development with accessory parking located at the Subject Property in the D3 Downtown Core Development Zoning District ("D3 District"); and

WHEREAS, the Applicant sought approval to construct a new twelve (12) -story one hundred thirty-three and three tenths (133.3) foot tall mixed-use building consisting of up to one hundred one (101) residential units, with a floor area ratio of 4.8, approximately three thousand, six hundred ninety-six (3,696) gross square footage of commercial space and twelve (12) open on-site parking spaces; 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, height, number of parking spaces provided, floor area ratio, ziggurat street side yard setback from the north property line along Davis Street, ziggurat front yard setback from the east property line along Elmwood Avenue, and ziggurat side yard setback from the northwest side property lines; 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 November 5, 2014, December 17, 2014, and January 14, 2015, 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 a Special Use Permit for a Planned Development, case no. 14PLND-0118, 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 for the proposed Planned Development meets applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the D3 Downtown Core Development District per Subsection 6-11-1-10 of the Zoning Ordinance; and

WHEREAS, on January 14, 2015, the Plan Commission recommended the City Council approve the application with conditions; and

WHEREAS, on March 9, 2015, 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 and adopted the findings and recommendations of the Plan Commission, and recommended approval thereof by the City Council; and

WHEREAS, at its meetings on March 9 and March 23, 2015, 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: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 14PLND-0118, to allow construction and operation of the Planned Development for a twelve (12)-story one hundred thirty-three and three tenths (133.3) foot tall mixed-use building consisting of up to one hundred one (101) residential units, with a floor area ratio of 4.8, approximately three thousand, six hundred ninety-six (3,696) gross square footage of commercial space and twelve (12) open on-site parking spaces.

SECTION 3: 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 one (101) residential dwelling units, whereas subsection 6-11-4-4(B) of the Zoning Ordinance allows for a maximum of seventy three (73) residential dwelling units in the D3 District.

(B) Height: A Site Development Allowance is hereby granted for a building height of one hundred thirty-three and three tenths (133.3) feet, whereas subsection 6-11-
4-8 of the Zoning Ordinance allows for a maximum building height of eighty-five (85) feet in the D3 District.

(C) **Number of Parking Spaces:** A Site Development Allowance is hereby granted for a total of twelve (12) on-site parking spaces, whereas subsection 6-16-3-5 of the Zoning Ordinance requires a minimum of one hundred forty two (142) parking spaces for the proposed Planned Development in the D3 District.

(D) **Floor Area Ratio ("FAR"):** A Site Development Allowance is hereby granted for an FAR of 4.8, whereas subsection 6-11-4-6 of the Zoning Ordinance requires a maximum FAR of 4.5 in the D3 District.

(E) **Ziggurat Street Side Yard Setback from the North Property Line Along Davis Street:** A Site Development Allowance is hereby granted for a ziggurat setback of twenty-four (24) feet at a height of thirty seven and three tenths (37.3) feet, whereas subsection 6-11-1-4 of the Zoning Ordinance requires a ziggurat setback of forty (40) feet for a structure above forty two (42) feet along Davis Street.

(F) **Ziggurat Front Yard Setback from the East Property Line Along Elmwood Avenue:** A Site Development Allowance is hereby granted for a ziggurat setback of four (4) feet at a height of thirty seven and three tenths (37.3) feet, whereas subsection 6-11-1-10(C)(1)(c) of the Zoning Ordinance requires a ziggurat setback of thirty (30) feet for a structure above forty two (42) feet from any front lot line or side lot line abutting a street in the D3 District.

(G) **Ziggurat Side Yard Setback from the Northwest Side Property Lines:** A Site Development Allowance is hereby granted for a ziggurat setback of nine and nine tenths (9.9) feet at a height of thirty seven and three tenths (37.3) feet, whereas subsection 6-11-1-4 of the Zoning Ordinance requires a ziggurat setback of twenty-five (25) feet for a structure above forty two (42) feet from an interior side lot line in the D3 District.

**SECTION 4:** Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit 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 B and C, attached hereto and incorporated herein by reference; all applicable City Code requirements; the Applicant’s testimony and representations to the Site Plan and Appearance Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

(B) 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, 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.

(C) On-Site Parking Spaces: The on-site parking spaces must be available to the public for short term use with a maximum two (2) hour time limit. The public parking must be available between the hours of 10:00 a.m. and 5:00 p.m. on any given Monday through Friday. The on-site management company must manage the parking lot and arrange for any violators not in compliance with the parking restrictions to be towed.

(D) Maple Avenue Signage: A "Public Parking" Sign must be installed near the parking entrance at Maple Avenue.

(E) On-Site Electric Charging Station: One on-site electric charging station must be installed and available to the public and be free of charge.

(F) Mechanical Equipment Located on the Roof: The Applicant agrees to install sound-abating fences or enclosures around the mechanical equipment area on the roof of the Planned Development.

(G) Landscaping on Elmwood Avenue: Applicant must install and maintain the landscaping materials on the east side of Elmwood Avenue along the railroad embankment directly across from the Subject Property, as depicted in Exhibit C.

(H) Maintenance Plan: Applicant must provide a three (3) year maintenance plan for the landscaping materials installed on the green roofs prior to issuance of a building permit by the City of Evanston.

(I) On-Site Car Share Spaces: Two on-site car share spaces must be available through an arrangement with a common third party commercial car-share company. Applicant must also fully subsidize one car share membership per unit for all residential units.
(J) Bicycle Parking Facilities: The Applicant must install a minimum of sixteen (16) reverse "U"-shaped bicycle parking facilities near the intersection of Maple Avenue and Elmwood Avenue for public use.

(K) Sidewalk Streetscape Work: All sidewalk streetscape work must be constructed of concrete with a brick paver band at the curb in accordance with the downtown streetscape standards.

(L) Glass Exteriors: The Applicant must either demonstrate that the external materials will be of a bird-safe nature or install bird-safe finishes to the glass exteriors.

(M) Loading Space: One parking space within the on-site parking lot must be designated a short-term loading space for the Residents.

(N) Landscape Design: The Applicant shall install and maintain all landscaping materials as depicted in Exhibit C.

(O) Streetscape Improvements: The Applicant shall construct the streetscape improvements inclusive of new street trees along Elmwood Avenue and Maple Avenue per proposed development plans and landscape plans in Exhibit B and Exhibit C.

(P) 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) installments. The first installment shall be made within ten (10) business days of the issuance of the Final Certificate of Occupancy (FCO) and the second installment shall be made within one (1) year of the FCO issuance date.

(Q) Affordable Housing in the Development: The Applicant shall provide two (2) one (1) bedroom on-site affordable housing units (with a goal of one (1) one-bedroom unit and one (1) two-bedroom unit) to households earning at or below one hundred percent (100%) of Area Median Income (AMI). The units provided shall be equal in size to the market-rate units within the building. The period of affordability for the units shall be for ten (10) years. The Applicant must submit a compliance report by January 31st of each year to the Housing and Grants Division of the Community Development Department showing the following: (1) unit number; (2) number of bedrooms; (3) tenant name; (4) number of persons in each affordable household unit; (5) annual gross income of each household occupying each affordable housing unit; (6) date of income certification; and (7) monthly unit rent. The compliance report must also include the list of any utilities included in rent.

(R) Divvy Sponsorship: The Applicant shall pay a one-time Divvy sponsorship contribution in the amount of fifty six thousand dollars ($56,000).
City of Evanston Employment: The Applicant agrees to employ at least five (5) Evanston residents, with a goal of ten (10) Evanston residents, during construction.

Commercial Space: The Applicant agrees to incorporate the commercial space along Davis Street to enhance the commercial and pedestrian character of the area per development plans in Exhibit B.

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.

Pervious Parking Lot: The Applicant agrees to install a pervious parking lot on the Subject Property.

Green Roof Construction: The Applicant shall construct multiple green roofs as depicted in the development plans in Exhibit B and landscape plans in Exhibit C.

Landscaped Seating Areas: The Applicant agrees to install two landscaped seating areas along Maple Avenue per landscape plans in Exhibit C.

Easement: The Applicant agrees to prepare and record an easement for a six-foot wide area along the north edge of the on-site parking lot for the use of commercial properties at the southeast corner of Maple Avenue and Davis Street to accommodate trash pick-up on Maple Avenue rather than Davis Street. A copy of the recorded easement document must be submitted prior to issuance of a building permit by the City of Evanston.

Parking Lease: The Applicant must agree and sign a long-term parking lease agreement with the City of Evanston to lease one hundred one (101) parking spaces based on the standard current monthly parking fee from the Maple Avenue Parking garage located at 1800 Maple Avenue. The lease agreement will mandate that the Applicant pay any increases in the rental rate structure through the term of the lease agreement. The long-term lease agreement shall initially be set for a minimum period of seven (7) years. For the lifetime of the project, the Applicant must require all Residents to disclose their vehicle ownership and conduct periodic reviews to ensure that all vehicles owned by Residents of the building are accounted for within the Maple Avenue garage. The Applicant must provide the certified vehicle ownership report to the City of Evanston annually by January 31st of each calendar year during the first seven (7) year period from the issuance of the Final Certificate of Occupancy. The City of Evanston's Department of Administrative Services will monitor the Applicant's certified vehicle ownership reports and the costs incurred by the City of Evanston for such oversight shall be paid for by Applicant's parking lease fees. If at any time during this initial seven (7) year period such annual vehicle ownership report indicates that the Residents of the building own more than one hundred one...
(101) cars and require more than one hundred one (101) parking spaces, the Applicant agrees to amend the parking lease agreement with the City and lease the additional parking spaces necessary. The Applicant also agrees to deny apartment leases to potential Residents who own vehicles until such time as the number of vehicles owned by the Residents of the building and required to park in the Maple Avenue garage by terms of this Ordinance falls below one hundred one (101) or until the surplus parking spaces can be accommodated in the revised lease agreement with the City of Evanston.

Following the seven (7) year anniversary of the initial parking lease agreement date, the parking lease agreement may be amended. The number of parking spaces leased from the City may be reduced to match the highest number of vehicles owned by the Residents and required to park in the Maple Avenue garage by the terms of this Ordinance in any year during the initial seven (7) year period per the annual parking reports. The number of parking spaces leased by the City may not be reduced in the first seven (7) years and any reduction after the seven (7) year anniversary shall be approved by the City Council as an amendment to the parking lease agreement.

Following the expiration of the seven (7) year anniversary of the parking lease agreement, the agreement can be modified every five years thereafter but not before, to match the highest number of vehicles owned by the Residents and required to park in the Maple Avenue garage by the terms of this Ordinance during any calendar year in the preceding five (5) year term per the annual parking report. Any amendments to the number of parking spaces leased from the City of Evanston or any other amendments to the lease agreement, including term extensions, shall be approved by the City Council as an amendment to the parking lease agreement.

The Applicant must hold a valid long-term parking lease agreement with the City of Evanston for the lifetime of the project unless this condition is amended by the City Council of the City of Evanston as an amendment to the Planned Development.

(AA) **South Elevation of Development:** Applicant will exercise reasonable commercial efforts to work with City staff and the Winthrop Club Condominium Association to modify the south elevation to maximize privacy for the residents in condominium units which will face the development and to minimize the impact on their building located at 1570 Elmwood Avenue.

(BB) **Construction Schedule:** Pursuant to Subsection 6-11-1-10(A)4 of the Zoning Ordinance, the Applicant shall 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.
(CC) **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 5:** 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 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.
Introduced: March 23, 2015

Adopted: April 13, 2015

Approved: April 15, 2015

Elizabeth B. Tisdahl
Mayor

Approved as to form:

W. Grant Farrar, Corporation Counsel

Attest:

Rodney Greene, City Clerk
EXHIBIT A

Legal Description


PARCEL 2: THE NORTH 150 FEET OF THAT PART OF BLOCK 63 IN EVANSTON WHICH LIES WEST OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE RAILROAD (KNOWN AS THE CHICAGO AND NORTHWESTERN RAILROAD) (EXCEPT THEREFROM THE WEST 83 ½ FEET AND EXCEPT THAT PART THEREOF DEDICATED FOR STREET PURPOSES) SAID BLOCK 63 BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 40 FEET OF THE NORTH 190 FEET OF THAT PART OF BLOCK 63 IN EVANSTON WHICH LIES WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (EXCEPT THEREFROM THE WEST 120 FEET THEREOF AND EXCEPT THAT PART THEREOF DEDICATED FOR STREET PURPOSES) SAID BLOCK 63 BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE WEST 83 ½ FEET OF THE SOUTH 20 FEET OF THE NORTH 150 FEET OF BLOCK 63 IN THE VILLAGE OF EVANSTON, BEING A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE EAST 20 FEET 10 INCHES OF THE WEST 83 FEET 5 ½ INCHES OF THE NORTH 130 FEET OF BLOCK 63 IN THE VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PINs: 11-18-310-004-0000
       11-18-310-006-0000
       11-18-310-007-0000
       11-18-310-008-0000
       11-18-310-019-0000
       11-18-310-020-0000

Commonly Known As: 1571 Maple Avenue, Evanston, IL 60201
EXHIBIT B

Development Plans
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**TOTAL** |

| 598 of 658 | 22,112 SF | 4.79 | 105,956 SF | 598 of 658 |
EXHIBIT C

Landscape Plans
1571 Maple Avenue  
Green roof narrative

The green roof areas for 1571 Maple Avenue will be a mix of intensive and extensive green roof systems. Intensive green roofs have increased growing media depths and allow for a wider variety of plant materials and uses while extensive green roofs are thinner in soil depth, lighter in weight and have a limited plant palette.

Intensive green roof areas will be located on the 2nd, 4th and 11th floors. These areas will contain a built up green roof system that will range in soil depths from 6" in the majority of the areas to 36" at areas where small ornamental trees will be planted, typically at parapet wall locations. The soil used will be a lightweight soil media such as Midwest Trading's PM-35 or an approved equal. The 6" depth areas will contain a mix of perennials, ornamental grasses and groundcovers. The 36" depth area will have 12'-0" multi-stem ornamental trees. This plant palette allows for seasonal interest all throughout the year. The layers of the green roof system will consist of the following, starting from the top: vegetation, growing media, drainage mat with filter fabric, Styrofoam (as needed), and root barrier. These layers sit atop the waterproof membrane and structural slab.

The green roof area on the 11th floor will also have outdoor use spaces such as an outdoor kitchen with countertops, barbeque grill stations and outdoor sinks. Seating areas in various sizes will also accommodate users for dining, small group seating and lounging around a fire feature. Freestanding planters with annual plantings will also be located in this area.

Extensive green roof areas will be located on the 12th floor. These areas will contain a built up green roof system that will have a soil depth of 4". The soil used will be a lightweight soil media such as Midwest Trading's PM-35 or an approved equal. The 4" depth areas will contain a sedum carpet mat planted with a mix of sedums varying in height and colors. This plant palette allows for seasonal interest throughout the year. The layers of the green roof system will consist of the following, starting from the top: vegetation, growing media, drainage mat with filter fabric, Styrofoam (as needed), and root barrier. These layers sit atop the waterproof membrane and structural slab.
1571 Maple - Application for Major Adjustment To a Planned Development

Section 1: Project Narrative

Section 2: Statements Addressing Relief Standards
          Statements of Compliance with Zoning Ordinance
          Statements of Site Control and Standards for
          Planned Developments
          Statement of Development Allowances for
          Planned Developments

Section 3: Application Forms

Section 4: Zoning Analysis (N/A)

Section 5: Parking Analysis
The Applicant, 1571 Maple Avenue, LLC (“Maple”) is the owner and developer of the property at 1571 Maple. In 2015, pursuant to Ordinance number 19-0-15 (“Ordinance”) Maple was granted a Special Use for a Planned Development allowing for construction of a twelve story, 101 dwelling unit residential building with a total of 12 parking spaces on site (“Project”). Pursuant to Section III, paragraph C of the Ordinance, the City granted a Development Allowance providing that a maximum of 12 twelve on-site parking spaces are permitted, whereas subsection 6-16-3-5 would have required 142 parking spaces.

Section IV, paragraph Z required the development to lease an additional 101 parking spaces from the City at the Maple Avenue Parking Garage. The lease agreement was to provide that the initial lease period was for 7 years. After 7 years, the City and the project owner would enter into a new lease, at which time the number of parking spaces may be adjusted to reflect the actual number of parking spaces that have been leased and utilized by tenants within the Project. Thereafter, the lease would be able to be amended every five years reflecting the actual number of parking spaces leased and utilized by tenants of the Project.

The Project was completed in October of 2017. The building was effectively fully leased by June of 2018 with a maximum of 46 parking spaces leased by tenants in the Project. Even then, Maple had to offer incentives to entice tenants to lease spaces in the Maple Street Garage. The tenants have informed Maple that the reason they choose to live in the building is its incredible access to public transportation and being centrally located to any of their needs including grocery stores, entertainment and restaurants so that no car is needed.

Maple seeks a Major Amendment to the Planned Development Ordinance so as to:

(i) reduce the required number of off-site parking spaces from 101 to 50 spaces;
(ii) allow for the number of required leased parking spaces to be adjusted one year after occupancy;

(iii) allow for the City to lease a ‘to be determined’ number of off-site parking spaces to be located within the Sherman Plaza parking garage. These spaces are included in the required 50 off-site parking spaces and are not in addition to the off-site spaces.

The Applicant is also seeking a revision to Section 4, Q, reducing the number of on-site affordable housing units from two to one, and a change to the Area Median Income from 100% of AMI to 60% of AMI. This change better addresses the needs of the City in providing housing for all demographics in the City and is economically the equivalent to what was approved in the Ordinance. The affordable housing provisions of the Ordinance required the Applicant to make a $400,000 donation to the City’s Affordable Housing Fund. To date the first installment ($200,000) has been paid to the City with the second installment to be paid within one (1) year of the Full Certificate of Occupancy (which was issued 4/20/2018), in accordance with the Ordinance provisions.

Section 2
Statements Addressing Relief Standards

Statement of Compliance with Zoning Ordinance and Other Pertinent City Policies

Downtown Evanston Plan: The requested major adjustment is in compliance with the Downtown Evanston Plan in that it balances the need for off-street parking with the City’s desire to promote a compact and walkable downtown. The project as revised is in compliance with the downtown’s compact, walkable, mixed use, and transit-orientated character. The Project has proven that transit orientated development, in the proper location can successfully reduce automotive ownership.

Evanston Comprehensive Plan: The requested major adjustment is in compliance with the Evanston Comprehensive Plan as the existing building is a transit-oriented development, in compliance with Evanston’s goal of having a traditional pedestrian and transit oriented pattern of neighborhoods located conveniently to business districts. The existing
building’s proximity to a CTA EL and Metra stops contributes to Evanston’s plan for a convenient mix of land uses that promote walking, bicycle use and mass transit ridership.

The Comprehensive Plan has always encouraged providing a varied mix of housing types both in size and economic cost. At the time this PUD ordinance was enacted the City had not yet adopted a formal Affordable Housing ordinance with specific requirements. The Applicant had offered the provisions set out in the Ordinance (the contribution and on-site establishment of affordable dwelling units). The contribution was made. It has been determined that the goals of the Comprehensive Plan will be better served by the reduction in the number of affordable housing units from two to one, along with reducing the economic cost of the affordable unit from 100% AMI to 60% AMI. This change better addresses the demographic needs of the City while maintaining the economic costs to the Applicant.

Statement of Site Controls and Standards for Planned Developments

The requested major adjustments are to a previously approved Planned Development. The requested changes are to allow for a modification of the total number of required off-site parking spaces and as to how adjustment of this number may be approved in the future. The major adjustment
reflects the actual parking demand for a building that is immediately adjacent to the EL and Metra stops and is centrally located to businesses serving the residents' daily needs. The additional revision is to reduce the number of on-site affordable dwelling units from two to one along with a change to the rental cost of the affordable on-site unit. The Affordable Donation remains the same (of which one-half has been paid).

All other site controls and standards will remain as set forth in the Planned Development Ordinance. The original contribution required to the City’s Affordable Housing Fund ($400,000) remains unchanged, of which $200,000 had been paid to date, in accordance with the Ordinance.

The requested relief will have no adverse effects on business and residential uses adjoining the Project and the overall neighborhood.
Statement of Development Allowances for Planned Developments

Maple is seeking a further Development Allowance to Section 6-16-35 allowing for a reduction of Off Site parking from 101 spaces to 50 spaces. The off-site parking was in mitigation of the Development Allowance of 12 parking spaces being located on site.

In addition Maple is seeking to reduce the number of on-site affordable housing units from two to one, along with >>>>>>>>>>>>>>>>>>>>>>>>>>>>>

No other Development Allowances, except those granted pursuant to Ord. NO. 19-0-15 are being sought.
PLANNED DEVELOPMENT
APPLICATION

Case Number: ____________________________

1. PROPERTY

Address(es)/Location(s)

1571 Maple Avenue

Brief Narrative Summary of Proposal:

Applicant is requesting to amend Ordinance No. 19-0-15 which granted a special use for a planned development at 1571 Maple; specifically to amend Section IV, paragraph Z. In order to reduce the required number of leased parking spaces from 100 to 50 spaces, and to allow the City to amend the parking lease and to allow the city to provide parking spaces at Sherman Plaza. In addition, applicant seeks a change to the Affordable Housing provisions of the Ordinance allowing them to provide one affordable housing unit at 60% of AMI instead of the two affordable housing units called out for in the Ordinance.

2. APPLICANT

Name: 1571 Maple Avenue LLC c/o Michael McLean Organization: ____________________________

Address: 225 West Hubbard, Suite 600 City, State, Zip: Chicago, Illinois 60654

Phone: Work: 312-504-1417 Home: ____________ Cell/Other: ____________

Fax: Work: ____________ Home: ____________

E-mail: mmclean@condorpartners.net

What is the relationship of the applicant to the property owner?

☑ same ☐ builder/contractor ☐ potential purchaser ☐ potential lessee

☐ architect ☐ attorney ☐ lessee ☐ real estate agent

☑ officer of board of directors ☐ other: ____________________________

3. SIGNATURE

"I certify that all of the above information and all statements, information and exhibits that I am submitting in conjunction with this application are true and accurate to the best of my knowledge."

[Signature] ____________ Date 9/12/18

Applicant Signature – REQUIRED

615 of 658
4. PRE-SUBMISSION REQUIREMENTS

Prior to actually submitting an application for Planned Development, you must:

A. Complete a Zoning Analysis of the Development Plan
   The Zoning Office staff must review the development plan and publish a written determination of
   the plan’s level of compliance with the zoning district regulations. Apply at the Zoning Office.

B. Present the planned development at a pre-application conference
   Contact the Zoning Office to schedule a conference with the Site Plan and Appearance Review
   Committee, the alderman of the ward and the chairman of the Plan Commission.

5. REQUIRED SUBMISSION DOCUMENTS AND MATERIALS

- ✔ (This) Completed Application Form
- ✔ Application Fee, including postage for required mailing
- ☐ Two (2) Copies of Application Binder

Your application must be in the form of a binder with removable pages for copying.
You must submit two application binders for initial review.
The Application Binder must include:

- ☐ Certificate of Disclosure of Ownership Interest Form
- ☐ Plan drawing illustrating development boundary and individual parcels and PINs
- ☐ Plat of Survey of Entire Development Site
- ☐ Zoning Analysis Results Sheet
- ☐ Preliminary Plat of Subdivision
- ☐ Pre-application Conference Materials
- ☐ Development Plan
- ☐ Landscape Plan
- ✔ Statement addressing how the planned developments approval will further public benefits
- ✔ Statement describing the relationship with the Comprehensive Plan and other City land use plans
- ☐ Statement describing the development’s compliance with any other pertinent city planning and development policies.
- ☐ Statement addressing the site controls and standards for planned developments
- ☐ Statement of proposed developments compatibility with the surrounding neighborhood
- ☐ Statement of the propose developments compatibility with the design guidelines for planned developments
- ☐ Statements describing provisions for care and maintenance of open space and recreational facilities and proposed
   articles of incorporation and bylaws
- ☐ Restrictive Covenants
- ☐ Schedule of Development
- ☐ Market Feasibility Statement
- ☐ Traffic Circulation Impact Study
- ☐ Statement addressing development allowances for planned developments

Notes:
- Plats of survey must be drawn to scale and must accurately and completely reflect the current conditions of the
  property.
- Building plans must be drawn to scale and must include interior floor plans and exterior elevations.
- Application Fees may be paid by cash, check, or credit card.
6. OTHER PROFESSIONAL REPRESENTATIVE INFORMATION

Attorney
Name: Bernard Citron
Organization: Thompson Coburn LLP
Address: 55 East Monroe Street, 37th Floor
City, State, Zip: Chicago, Illinois 60603
Phone: 312-346-7500
Fax: 312-580-2201
Email: bcitron@thompsoncoburn.com

Architect
Name: 
Organization: 
Address: 
City, State, Zip: 
Phone: 
Fax: 
Email: 

Surveyor
Name: 
Organization: 
Address: 
City, State, Zip: 
Phone: 
Fax: 
Email: 

Civil Engineer
Name: 
Organization: 
Address: 
City, State, Zip: 
Phone: 
Fax: 
Email: 

Traffic Engineer
Name: 
Organization: 
Address: 
City, State, Zip: 
Phone: 
Fax: 
Email: 

Other Consultant
Name: 
Organization: 
Address: 
City, State, Zip: 
Phone: 
Fax: 
Email: 
7. MULTIPLE PROPERTY OWNERS

Use this page if the petition is on behalf of many property owners.

"I understand that the regulations governing the use of my property may change as a result of this petition. By signing below, I give my permission for the named petitioner on page 1 of this form to act as my agent in matters concerning this petition. I understand that 1) the named petitioner will be the City of Evanston's primary contact during the processing of this petition, 2) I may not be contacted directly by City of Evanston staff with information regarding the petition while it is being processed, 3) I may inquire the status of this petition and other information by contacting the Zoning Office, and 4) the property owners listed below may change the named petitioner at any time by delivering to the Zoning Office a written statement signed by all property owners and identifying a substitute petitioner."

<table>
<thead>
<tr>
<th>NAME and CONTACT INFORMATION (telephone or e-mail)</th>
<th>ADDRESS (es) or PIN(s) of PROPERTY OWNED</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
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Copy this form if necessary for a complete listing.
### Evanston Parking Count (05.23.18)
#### Fully Stabilized

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<th>Resident</th>
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### 1BR Market Rent (Units 608-1108)

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<td>Utilities</td>
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<tr>
<td>100% AMI Max Gross Rent</td>
<td>$1,587</td>
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<td>Difference (1 Unit)</td>
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<td><strong>Difference (2 Units)</strong></td>
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### Proposed Change (60% AMI vs. 50% AMI)

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<tr>
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<td><strong>Difference (1 Unit)</strong></td>
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<td>Market Rent</td>
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<td>50% AMI Max Gross Rent</td>
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<td><strong>Difference (1 Unit)</strong></td>
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ILLINOIS HOUSING DEVELOPMENT AUTHORITY’S
SCHEDULE OF MAXIMUM ANNUAL INCOME LIMITS FOR MOST OF ITS HOUSING PROGRAMS
EFFECTIVE April 1, 2018
CHICAGO (Cook, Du Page, Lake, Kane McHenry & Will Counties)

<table>
<thead>
<tr>
<th>% AMI</th>
<th>1 PERSON LIMIT</th>
<th>2 PERSON LIMIT</th>
<th>3 PERSON LIMIT</th>
<th>4 PERSON LIMIT</th>
<th>5 PERSON LIMIT</th>
<th>6 PERSON LIMIT</th>
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<td>$15,240</td>
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ILLINOIS HOUSING DEVELOPMENT AUTHORITY’S
SCHEDULE OF MAXIMUM MONTHLY GROSS RENTS FOR MULTIFAMILY PROGRAMS
EFFECTIVE April 1, 2018
CHICAGO (Cook, Du Page, Lake, Kane McHenry & Will Counties)

<table>
<thead>
<tr>
<th>% AMI</th>
<th>0 BEDROOM GROSS RENT</th>
<th>1 BEDROOM GROSS RENT</th>
<th>2 BEDROOM GROSS RENT</th>
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<th>4 BEDROOM GROSS RENT</th>
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<td>$220</td>
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MEETING MINUTES
PLAN COMMISSION
Wednesday, October 10, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Terri Dubin, Carol Goddard, Andrew Pigozzi, George Halik (7:10 P.M.), Peter Isaac

Members Absent:

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:00 P.M.

2. APPROVAL OF MEETING MINUTES: June 13, 2018 and August 8, 2018

Chair Lewis made a correction to page one of the minutes for August 8, 2018. Commissioner Pigozzi then made a motion to approve the minutes as amended, seconded by Commissioner Goddard. The Commission voted unanimously, 6-0, to approve the amended minutes of August 8, 2018.

Chair Lewis made a correction to page four of the minutes for June 13, 2018. Commissioner Goddard made a motion to approve the meeting minutes as amended, seconded by Commissioner Draper. The Commission voted unanimously, 6-0, to approve the minutes of June 13, 2018.

3. NEW BUSINESS

A. Major Adjustment to a Planned Development

1571 Maple Avenue

Michael McLean, applicant, submits for a major adjustment to the planned development approved by ordinance 19-O-15, and amended by ordinance 61-O-16, in order to modify the number of required leased parking spaces from 101 to 50 and amend the parking lease between the applicant and the
City of Evanston to include parking in the Sherman Avenue Garage. The proposed major adjustment will also modify the affordable housing requirement from two-on-site units at 100% AMI to one affordable at 60% AMI.

Ms. Jones provided a brief presentation of the requested adjustment to the Planned Development, emphasizing that no physical changes were proposed to the constructed building and that only the parking lease portion of the proposed adjustment was under the purview of the Plan Commission.

Mr. John McLinden provided an overview and reason for the request. He provided a brief history of the initial project review and stated that the parking spaces leases from building residents is currently well under the required 101 parking space lease. Fewer than 40 parking spaces are currently leased. He added that the studies that were included in the initial planned development review predicted a low vehicle ownership and parking space use.

Chair Lewis opened up the hearing to questions from the public.

- Mr. Alan Gratch asked several questions including: Why was the proposed change not considered and abandonment of the original plan? Is there evidence that the proposed adjustment is a reasonable request or indicates a change in circumstances? Has staff researched the applicant’s history of plan modifications? Has the City considered the effect of the adjustment on revenue? Ms. Jones explained that the zoning code allows for adjustments to approved planned developments and that this project falls under those regulations. She added that the review process for a major adjustment is largely the same as the process for a new planned development. Mr. McLean stated that he believes due diligence has been done with regards to the needed parking, referencing the parking study that was done during the review of the planned development. The approved and constructed development was required to provide more parking despite the study foreseeing a lack of vehicle use within the building. The E2 development is an example of how too much parking can create the need for adjustments in order to keep spaces utilized. Ms. Jones added that should the lease be modified, it could open up parking space availability for other customers.

- Mr. Ed Williams asked for clarification on the number of existing spaces due to the two existing Maven car-share spaces being in the parking lot. Approved to provide 12 on-site parking spaces. 13 spaces appear to be on the site, two of which are used by Maven car-share.

- Ms. Julie Rosen inquired about how the number of people with vehicles is determined, where they are being parked and if that information is accurate. She also questioned the availability of spaces within the Sherman Plaza garage. Mr. Bernard Citron, attorney for the petitioner, stated that the Parking Revenue Manager stated that initially parking spaces were not available in the Sherman Plaza garage, however, circumstances have changed. Mr. McLean clarified that
the request is to obtain the ability to park in the Sherman Plaza garage which the development does not currently have. Mr. McLinden added that leases require that the tenant disclose their vehicle ownership. Ms. Jones then stated that the Secretary of State provides information on car ownership within Evanston which is used for the purposes of obtaining wheel tax.

Chair Lewis then opened up the hearing to questions from the Commission. There were several, including:

- Chair Lewis asked if there is a way to determine if residents are parking on the street and what permit parking is nearby. Ms. Jones referenced the Secretary of State information but stated she would need to check to see what permit parking areas are nearby. Chair Lewis then asked if the spaces in the on-site parking lot are leased. Mr. McLean responded that the on-site parking lot is open to the public and there are no leased spaces at that location.

- Commissioner Isaac asked if the City is amenable to a executing a new parking lease. Ms. Jones stated that there have been discussions with staff regarding this possible change to the lease and that a new lease would be tied to any change in the parking requirement. Mr. Mangum added that should the adjustment be approved, the lease would be amended as a part of the adjustment either at the same meeting or immediately thereafter.

- Commissioner Draper inquired about the occupancy of the apartment building and asked for clarification on the parking space breakdown. Mr. McLean stated that with the exception of the two affordable units, occupancy is 100%. He added that the request would be to reduce the leased spaces to 50 but that number is in addition to the on-site parking spaces at the site.

- Commissioner Pigozzi asked if the parking lease cost is directly passed on to the tenants. Mr. McLinden responded that the cost is passed on directly to the tenant.

- Commissioner Halik questioned how the applicant would know if tenants do not indeed have vehicles. Both Mr. McLean and Mr. McLinden stated that it is possible that a tenant has not disclosed their vehicle ownership. Building managers are also observant and have not noticed any additional vehicles.

Chair Lewis then opened up the public hearing to public testimony. Three member of the public spoke, providing the following comments:

- Mr. Gratch asked that the Commission consider the number of tenants and the fact that that number could change. He also stated that the City should consider the $900,000 windfall that could come to the developer and how that may affect revenue.

- Mr. Williams stated that he was present during the initial review of the planned development and made comments regarding the parking then. At the time Sherman Plaza had a waitlist and could not lease additional parking spaces, stated that if approved, the City should consider charging for the spaces lost. He also stated that the believed the reduction in on-site affordable units was
Plan Commission Minutes 10/10/18

unconscionable and that the applicant could get assistance in renting out those units. He then referred to issues with regards to miscalculations made in shutting down Elmwood Avenue and that promises made were easy to break.

- Ms. Rosen agreed with Mr. Williams’ comments and asked that the City consider the budget and have proper comparison for the number of tenants with vehicles.

Commissioner Isaac asked if there were any other developments that are similar to 1571 Maple with regards to the small amount of on-site parking. Ms. Jones stated that this project is unique with regards to proximity to available transit options and the small amount of on-site parking spaces.

Mr. McLinden made a closing statement emphasizing the data that shows the low parking space leasing counts and the studies from the initial review which predicted them. Mr. Mangum added that the DAPR and staff recommendation came about from the fact that the project is still new, being a just a year into occupancy and the need to have additional parking spaces should the demand change.

The Commission then entered deliberation. Commissioner Halik stated that he believes that TOD projects are great and the development trend is continuing. He added that it is unfortunate that many TODs are required to build garages that are more and more unused. With regards to revenue, if the demand for the spaces is there, the revenue will be recouped. This development is lucky to be in the location that it is in and the proposed lease reduction is a good move to make.

Commissioner Goddard recalled that the original project was not well received. Questioned how long the tenancy will be and stated that it is not the Commission’s duty to address revenue either for the City or the applicant. She would like to have more information on the number of parking spaces available in the Sherman Plaza garage.

Commissioner Dubin reiterated Commissioner Goddard’s comments and agreed that TOD is a good idea.

Chair Lewis inquired whether or not it would be possible to write the changes in a way to permit changes to the lease without future petitions.

The Commission then reviewed the following Zoning Code Sections: Standards for a Special Use (Section 6-3-5-10), the Standard for Planned Development (Section 6-3-6-9) and standards and guidelines established for Planned Developments in the D3 Downtown Core Development District. (Section 6-11-1-10). The Commission found that the applicable standards had been met or maintained from the original development.

Commissioner Isaac made a motion to recommend amendment of the ordinance to reduce the number of required parking leases from 101 to 70 with an option to rent parking spaces in either Maple Avenue or Sherman Plaza.
garage as available. Commissioner Draper seconded the motion. A roll call vote was taken and the motion was approved, 6-1.

Ayes: Draper, Dubin, Halik, Isaac, Pigozzi, Lewis.
Nays: Goddard

4. OTHER BUSINESS
   Election of a Vice Chair

Commissioner Goddard made a motion to nominate Commissioner Peter Isaac as Vice-Chair of the Plan Commission, seconded by Commissioner Halik. A voice vote was taken and the motion was approved, 6-0 with one abstention.

Ayes: Draper, Dubin, Goddard, Halik, Lewis, Pigozzi.
Nays:
Abstention: Isaac

5. PUBLIC COMMENT
There was no public comment.

6. ADJOURNMENT
Commissioner Dubin made a motion to adjourn the meeting. Commissioner Isaac seconded the motion.

A voice vote was taken and the motion was approved by voice call 7-0. The meeting was adjourned at 8:26 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
48-R-16

A RESOLUTION

Authorizing the City Manager to Enter Into a Parking Lease Agreement with 1571 Maple Avenue, LLC at the City Garage Located at 1800 Maple Avenue

WHEREAS, the City of Evanston (“City”) owns a parking garage at the location commonly known as 1800 Maple Avenue in Evanston, Illinois, and a parking lot at the location commonly known as 1800 Maple Avenue; and

WHEREAS, on April 13, 2015, the City Council enacted Ordinance 19-O-15 which granted a Special Use Permit for a Planned Development (the “Planned Development”) at 1571 Maple Avenue (the “Subject Property”); and

WHEREAS, Condition Z of the Ordinance 19-O-15 required the Applicant to sign a lease agreement for 101 parking spaces in the 1800 Maple Avenue parking garage; and

WHEREAS, the City Council of the City of Evanston has determined that the best interests of the City would be served by leasing parking spaces for residents of the future development at 1571 Maple Avenue; and

WHEREAS, pursuant to Section 1-17-4-1 of the Evanston City Code of 2012, the City Council may authorize leases of parking by resolution,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City, a lease
between the City and 1571 Maple Avenue, LLC for parking in the City Parking Garage, 1800 Maple Avenue, attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms and conditions of said leases as he may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption.

[Signature]
Elizabeth B. Tisdahl, Mayor

Attest:

[Signature]
Rodney Greene, City Clerk

Adopted: July 25, 2016
EXHIBIT 1

Parking Lease Agreement
EXHIBIT 1

Ordinance 19-0-15
EXHIBIT A TO EXHIBIT 1

Legal Description of Tenant's Property

PARCEL 1:
THE SOUTH 50 FEET OF THE NORTH 200 FEET OF THE WEST 120 FEET OF BLOCK 63 IN
EVANSTON (EXCEPT SO MUCH OF SAID PREMISES, IF ANY, WHICH LIES NORTH OF
THE SOUTH 300 FEET OF SAID BLOCK 63) TOGETHER WITH THE SOUTH 10 FEET OF
THE NORTH 200 FEET OF SAID BLOCK 63, EXCEPT THEREFROM THE WEST 120
FEET THEREOF AND EXCEPT THAT PART THEREOF DEDICATED FOR STREET
PURPOSES; ALSO THAT PART OF SAID BLOCK 63, IF ANY, LYING BETWEEN THE
NORTH 200 FEET AND THE SOUTH 250 FEET 1 1/2 INCHES OF SAID BLOCK 63
MEASURED ALONG THE WEST LINE OF SAID BLOCK AND LYING WEST OF THE
WESTERLY LINE OF ELMWOOD AVENUE ALL IN EVANSTON, A SUBDIVISION OF
THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 18,
TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PARCEL 2:
THE NORTH 150 FEET OF THAT PART OF BLOCK 63 IN EVANSTON WHICH LIES
WEST OF THE RIGHT OF WAY OF THE CHICAGO AND MILWAUKEE RAILROAD
(KNOWN AS THE CHICAGO AND NORTHWESTERN RAILROAD) (EXCEPT
THEREFROM THE WEST 83 1/2 FEET AND EXCEPT THAT PART THEREOF
DEDICATED FOR STREET PURPOSES) SAID BLOCK 63 BEING SITUATED IN THE
SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THE SOUTH 40 FEET OF THE NORTH 190 FEET OF THAT PART OF BLOCK 63 IN
EVANSTON
WHICH LIES WEST OF THE RIGHT OF WAY OF THE CHICAGO AND
NORTHWESTERN RAILROAD COMPANY (EXCEPT THEREFROM THE WEST 120
FEET THEREOF AND EXCEPT THAT PART THEREOF DEDICATED FOR STRT
PURPOSES) SAID BLOCK 63 SITUATED IN THE SOUTHWEST 1/4 OF SECTION 18,
TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PARCEL 4:
THE WEST 83 1/2 FEET OF THE SOUTH 20 FEET OF THE NORTH 150 FEET OF BLOCK
63 IN
THE VILLAGE OF EVANSTON, BEING A SUBDIVISION OF PARTS OF SECTION 13,
TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND
IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
THE EAST 20 FEET 10 INCHES OF THE WEST 83 FEET AND 5 1/2 INCHES OF THE NORTH 130 FEET OF BLOCK 63 IN VILLAGE OF EVANSTON IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS:
11-18-310-004-0000
11-18-310-006-0000
11-18-310-007-0000
11-18-310-008-0000
11-18-310-019-0000
11-18-310-020-0000

ADDRESS: 1571 MAPLE AVENUE, EVANSTON, ILLINOIS 60202
EXHIBIT 2

LEGAL DESCRIPTION OF LANDLORD’S PROPERTY

PARCEL 4 — PARKING

LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER’S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK’S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PINS: 11-18-117-004-0000

ADDRESS: 1800 MAPLE AVENUE, EVANSTON, ILLINOIS 60202
PARKING LEASE AGREEMENT
FOR PARKING IN THE 1800 MAPLE AVENUE GARAGE BETWEEN

THE CITY OF EVANSTON

AND

1571 MAPLE AVENUE, LLC
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PARKING LEASE AGREEMENT

1. **Date and Parties.** This Parking Lease Agreement ("Agreement") is made on this day of **July** 2016 (the "Effective Date"), by and between the City of Evanston, an Illinois municipal corporation ("Landlord"), and 1571 Maple Avenue, LLC, an Illinois limited liability company ("Tenant").

2. **Planned Development Project** Tenant is the fee owner of the property commonly known as 1571 Maple Avenue, Evanston, Illinois, legally described on Exhibit A to Exhibit 1 attached hereto and incorporated herein ("Tenant's Property"). Tenant intends to construct a mixed use building on Tenant's Property ("Project") that includes 101 rental apartment units in accordance with the terms and conditions of that certain City of Evanston Ordinance 19-O-15, a copy of which is attached hereto as Exhibit 1 ("Ordinance"). The Ordinance, among other things, authorized the issuance of a Special Use Permit for a Planned Development and certain Site Development Allowances to permit construction of the Project.

3. **Leased Premises.** Landlord is the fee owner of the property legally described in Exhibit 2, attached hereto and incorporated herein, and commonly known as 1800 Maple Avenue, Evanston, Illinois 60201 ("Property"), which Property is improved with a parking garage ("Public Garage"). In furtherance of the requirements of the Ordinance, Tenant desires to lease from Landlord, and Landlord agrees to lease to tenant, one hundred one (101) covered parking spaces in the Public Garage (such number of spaces, the "Leased Premises") subject to the terms and conditions of this Agreement. Landlord and Tenant acknowledge and agree that the number of covered parking spaces constituting the Leased Premises is subject to adjustment after the expiration of the Initial Term and any Renewal Term (each, as hereinafter defined) as set forth in Section 5(e) of this Agreement.

4. **Lease Term.** The initial term ("Initial Term") of this Lease shall start on the date of issuance of the Final Certificate of Occupancy and end at midnight on the last day of the calendar month that is seven (7) years (eighty-four (84) months) after the Rent Commencement Date (as defined in Section 6). Subject to the notice requirements of this Agreement, and provided that at the time of such notice the Tenant is not then in Default (as herein defined) under the terms of this Agreement, the Tenant is hereby granted the right and privilege (each, a "Renewal Option") to extend this Agreement one or more successive times, each for a period of five (5) years (each, a "Renewal Term"). Each Renewal Option shall be exercised, if at all, pursuant to the terms of Section 9 of this Agreement. If Tenant does not exercise the first Renewal Option, this Agreement shall end on the last day of the Initial Term, unless terminated at an earlier date. Tenant and Landlord acknowledge and agree that this Agreement is intended to remain in effect with the Landlord for the time that the Tenant's Project at 1571 Maple Avenue, Evanston, Illinois, serves as a residential building, unless Condition Z of the Ordinance is amended by the City Council of the City of Evanston as an amendment to the Planned Development or unless otherwise terminated pursuant to one of the express provisions hereof.

5. **Annual Vehicle Ownership Reports.** During the Initial Term and any Renewal Term, Tenant is obligated to provide certain disclosures related to vehicle ownership at the Project as set forth below and in Sections 10 and 11 hereof:
(a) For the Initial Term and any additional Renewal Terms, if any, of this Agreement, Tenant shall require all residents of the Project to disclose whether they own a vehicle. Tenant shall also conduct periodic reviews of the number of vehicles owned by Project residents to ensure that the number parking spaces in the Leased Premises can accommodate such number of vehicles. Tenant shall provide a certified vehicle ownership report to the Landlord annually by January 31st of each calendar year during the Initial Term and any Renewal Term of this Agreement.

(b) Landlord will monitor the Tenant's certified vehicle ownership reports. The costs incurred by the Landlord to monitor the Tenant's certified vehicle ownership report shall be included in the Rent.

(c) If at any time during the Initial Term the annual vehicle ownership report indicates that the residents of the Project own more than one hundred one (101) vehicles, and thus require more than one hundred one (101) parking spaces in the Public Garage, then Landlord and Tenant agree to amend this Agreement to increase the number of parking spaces that constitute the Leased Premises to include the additional necessary parking spaces. Such amendment will be reviewed by the City Council, and if approved, must constitute an amendment to this Agreement.

(d) Tenant agrees to deny apartment leases to potential residents of 1571 Maple Avenue, Evanston, Illinois, who own vehicles until such time as the number of vehicles owned by the residents of the building and required to park in the 1800 Maple Avenue garage falls below one hundred one (101) needed spaces, or until the surplus parking spaces can be accommodated in a revised lease agreement with the Landlord as provided in Section 5(c) hereof.

(e) During the Initial Term, if Tenant's certified vehicle ownership report indicates that the number of vehicles owned by Project residents is less than one hundred one (101) vehicles, then, effective as of the expiration of the Initial Term, Tenant may request an amendment to this Agreement to reduce the number of parking spaces that constitute the Leased Premises to the highest number of spaces evidenced on the annual vehicle ownership reports during the Initial Term. Such amendment will be reviewed by the City Council, and if approved, must constitute an amendment to this Agreement, effective for the succeeding Renewal Term, and the Rent during such Renewal Term shall be adjusted based on the number of parking spaces required. Thereafter, if the annual vehicle ownership reports evidence a further decrease in vehicle ownership during any Renewal Term, Tenant is permitted to request an amendment to this Agreement that will be reviewed by the City Council, and if approved must constitute an amendment to this Agreement, effective as of the commencement of the succeeding Renewal Term and subject to the corresponding reduction in Rent.

6. Rent. As required under the Ordinance, during the Initial Term and any Renewal Term, the Tenant agrees to pay the Landlord as rent for the Leased Premises, an amount equal to the standard monthly rate in effect from time to time at the Public Garage for a leased automobile space. For purposes of this Agreement, monthly rent shall equal: the actual monthly standard automobile parking fee in effect at the Public Garage multiplied by 101 parking spaces, as required by the Ordinance (collectively, "Rent"). Rent shall be prepaid in monthly installments on or before the first day of each month during the Initial Term, or any Renewal Term, as the case may be. Rent and other charges due under this Lease shall be made payable to City of Evanston, and delivered to City of Evanston, Attn: Collector's Office, 2100 Ridge Avenue, Evanston, Illinois 60201 or at such other place as Landlord may from time to time
designate in writing. Rent shall begin to accrue as of the date that is 180 days after the day Tenant receives a Certificate of Occupancy from Landlord for the Project (such date, the “Rent Commencement Date”). Landlord may, in its sole discretion, increase the standard monthly parking rate for automobiles at the Public Garage and deliver written notice thereof to Tenant. Notwithstanding anything to the contrary in this Agreement, such changes to the Rent made pursuant to this Section 6 shall not require a written amendment to this Agreement and shall be deemed effective as of the first day of the month that occurs not less than thirty (30) days after Tenant’s receipt of Landlord’s notice as required in this Section, and commencing with such month, Tenant shall pay to Landlord the increased standard monthly rate.

7. **Transponders.** Tenant shall be issued a total number of transponders equivalent to the total number of parking spaces in the Leased Premises as provided for in this Agreement. The cost of the transponders shall be at the Tenant’s sole expense and shall be provided by the Landlord. Tenant is solely responsible for maintaining and insuring proper use of all transponders. Any attempt to manipulate or circumvent any parking procedures or the provisions of this Agreement may result in immediate revocation of parking privileges. Tenant acknowledges that the transponder must be used upon entry and exit to the Public Garage. Absent such use, Tenant may be subject to the daily parking rate for said facility. Tenant acknowledges that a replacement charge for lost or damages transponders will be imposed by Landlord at the Tenant’s sole expense and a deposit fee will need to be posted for each transponder.

8. **Non-Exclusive Use.** Spaces in the Public Garage shall not be reserved for exclusive use by the Tenant. Tenant shall have non-exclusive use of the number of spaces that constitute the Leased Premises and for parking purposes only. The Tenant acknowledges and agrees that only residents of the Project will be permitted to use the Leased Premises under this Agreement. Landlord will supply permits to Tenant for display in resident vehicles parked in the Leased Premises. Vehicles parked in the Public Garage without a Landlord issued permit clearly displayed in the vehicle will be subject to being ticketed and/or towed. Tenant will instruct its residents that they may park anywhere in the Leased Premises except the roof of the facility.

9. **Renewal.** The Tenant shall exercise each Renewal Option, if at all, by written notice delivered to Landlord within sixty (60) days of the expiration of the Initial Term or then current Renewal Term, as the case may be. All of the terms and provisions of this Agreement shall apply to each Renewal Term except that the description of the number of spaces in the Leased Premises and the Rent shall be adjusted accordingly if Tenant has exercised the right to request such adjustments pursuant to Section 5(e) of this Lease. In the event the Tenant timely exercises a Renewal Option, the Landlord and the Tenant each agree to execute an amendment to this Agreement in a form reasonably acceptable to Landlord and Tenant and such amendment shall be approved by the City Council as an amendment to this Agreement. In the event Tenant seeks to not renew the Agreement, Tenant must provide written notice of its plan of compliance with conditions set forth in the Ordinance, notably Condition Z.

10. **Accounting of Leased Spaces.** If requested by Landlord, Tenant shall deliver to Landlord the following information, along with a statement signed by an authorized representative of Tenant certifying:
(a) The total number of permits or licenses issued to residents of the Project for the Leased Premises; and
(b) The monthly fees charged by Tenant for use of the Leased Premises.

11. **Books and Records.** Tenant shall maintain complete and accurate books and records of account in accordance with generally accepted business and accounting practices with respect to the use of and licensing and subleasing of the Leased Premises to sublessees (but not including any revenues derived from such licenses). The books and records of account shall be retained by Tenant for four (4) years, and, upon request by Landlord, Tenant shall deliver possession of the books and records, or accurate copies thereof, to Landlord. In addition, upon expiration or termination of this Agreement, and for four years thereafter, Tenant shall make available to Landlord for inspection and copying (at no expense to Landlord) the books and records of four (4) years preceding the expiration or termination of this Agreement. Landlord or its authorized representatives may conduct at any time upon reasonable prior notice, an audit or inspection of the books and records of Tenant relating to the licensing or subleasing of the Leased Premises to sublessees solely for the purpose of determining the degree to which sublessees used the Leased Premises and whether Tenant has complied with this Agreement and City of Evanston Ordinance 19-O-15. The obligations of Tenant under this Section shall survive the expiration or early termination of this Agreement.

12. **Compliance with Law.** Tenant shall not use the Leased Premises, or knowingly permit anything to be done in or about the Leased Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

13. **Landlord Repair Responsibility.** Landlord shall repair and maintain the Leased Premises, including snow removal, paving, repair of potholes, and curb cuts. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance if need for such repair is due to the neglect on the part of the Tenant. Tenant shall provide Landlord with written notice of any repairs needed and Landlord shall address said repair(s) within a reasonable time to be agreed between City and Tenant. If during such repairs, Landlord is unable to make the number of parking spaces required under this Agreement available for use by residents of the Project for a period of ten (10) consecutive days or more, then Rent shall abate on a per diem basis and for the number of parking spaces affected accordingly. Such abatement shall be applied to the next monthly installment of Rent due, or if the last required installment of Rent has been paid, Landlord shall refund such amount to Tenant within thirty (30) days of the completion of such repair. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain which are governed by Sections 19 and 20, respectively, of this Agreement.

14. **Tenant Alterations Prohibited.** Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises.

15. **Utilities.** Landlord shall be responsible for and pay for all utilities supplied to the Leased Premises.

16. **Insurance to be Maintained by Landlord.** Throughout the term, Landlord covenants to maintain insurance with respect to the Public Garage insuring against loss or
damage by fire and such other hazards for the full insurable replacement cost of such improvements, less deductibles; and comprehensive public liability, and property damage insurance in such limits as deemed appropriate.

17. **Casualty/Restoration.** In the event the Public Garage is damaged by fire, explosion or any other casualty and as a consequence thereof, Landlord is unable to provide the required number of spaces at the Leased Premises, then Tenant’s Rent shall abate based on the number of unavailable parking spaces, for such time and until such restoration and repair is completed. Any credit due to Tenant will be applied to the succeeding Rent payment(s) due, or if no such payment shall become due, then Landlord shall refund such amount to Tenant on or prior to the date that is thirty (30) days after completion of the restoration. In the event that Landlord elects not repair, then this Agreement shall terminate as of the date of the casualty and notwithstanding anything to the contrary in the Ordinance, Tenant shall have no further obligation to lease parking spaces from Landlord and the Project shall be deemed conforming as to parking. Notwithstanding, the foregoing, Landlord may elect to nullify such termination by written notice to tenant delivered within ninety (90) days of the date of termination if Landlord makes comparable parking accommodations available to Tenant for an equal or lesser number of spaces within the same or lesser distance from the Project at or below the Rent rates in effect as of the date of termination. In the event that Landlord timely notifies Tenant of such election, Landlord and Tenant shall amend this Agreement to reflect the substitute location of the Leased Premises, number of parking spaces and Rent generally charged for monthly automobile parking at the substitute location, and such other modifications to terms and conditions that are warranted on the basis of such substitution and this Agreement shall remain in full force and effect.

18. **Eminent Domain.**

(a) **More than 50% Taken:** If 50 percent (50%) or more of the Public Garage is taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and notwithstanding anything to the contrary in the Ordinance, Tenant shall have no further obligation to lease parking spaces from Landlord and the Project shall be deemed conforming as to parking. Notwithstanding the foregoing, the landlord may elect to nullify such termination by providing substitute, comparable parking in accordance with the provisions of Section 19 hereof.

(b) **Less than 50% Taken:** If the taking affects less than 50 percent of the Public Garage and Landlord continues to provide the required number of parking spaces to Tenant, then Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair or reconstruct the Public Garage to a tenantable covered parking condition within 90 days after the date of the actual physical taking.

(c) **Abatement of Rent:** During any repair, Tenant’s Rent shall abate based on the number of unavailable parking spaces, for such time and until such restoration and repair is completed. Any credit due to Tenant will be applied to the succeeding Rent payment(s) due, or if no such payment shall become due, then Landlord shall refund such amount to Tenant on or prior to the date that is thirty (30) days after the completion of the repair.

(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.
19. **Assignment, Subletting and Ownership.**

(a) **Prohibition against Transfer.** Tenant may, without Landlord’s consent and notwithstanding anything to the contrary in this Agreement, sublet all or any portion of the Leased Premises or assign the Lease to (i) a subsidiary, parent, affiliate, division or corporation controlled by or under common control with Tenant; or (ii) a successor corporation related to Tenant by merger, consolidation, reorganization or government action. Additionally, Tenant may assign this Lease (x) to a successor owner in the event of a sale of Tenant’s Property, or (y) to Tenant’s lender as additional security for Tenant’s loan, and in either case, Landlord shall consent to such assignment, the form of which assignment and consent shall be subject to the reasonable approval of the parties. In the case of an assignment pursuant to clause (y) hereof, if requested by Tenant’s lender to protect and perfect its interest in the Lease and to maintain the conforming status of the Project, Landlord agrees to: permit the Lease or a memorandum thereof to be recorded; allow Tenant’s lender to obtain and record a leasehold mortgage; and if requested, enter into a lessor’s agreement in form and substance reasonably satisfactory to Tenant’s lender and Landlord. No portion of the Leased Premises shall be sublet for any purpose other than parking. All subleases or assignments must be in compliance with current provisions of the City of Evanston Code.

(b) Any attempt or purported transfer, assignment, subletting, mortgage, or agreement (hereinafter collectively referred to as a “Transfer”) other than what is stated in this Section 21, without Landlord’s prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. However, Tenant shall remain liable for any and all rents and monies due Landlord up to and including the date of such termination and shall not be relieved of its obligations and responsibilities to pay all amounts due to Landlord.

20. **Signs.** Tenant may not erect or install any signage, of any nature or design, without Landlord’s prior written consent and without following the submission and approval process set forth in the City Code.

21. **Indemnification.** Except as otherwise provided in this Agreement, Tenant shall protect, indemnify and save Landlord and its officers, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises, arising out of or in connection with Tenant’s use or occupancy of the Leased Premises or Tenant’s activities on the Leased Premises, or arising from any negligent or willful act of Tenant. Tenant shall pay for all of Landlord’s costs of suit and attorneys’ fees and expenses.

22. **Holdover.** On the last day of the Initial Term or Renewal Term, as the case may be, or upon any earlier termination of this Agreement, or upon any re-entry by Landlord upon the Leased Premises, Tenant shall quit and surrender the Leased Premises to Landlord and return the transponders. If Tenant remains in possession after the expiration date or after any earlier termination date of this Agreement (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay hundred percent (100%) of the last prevailing Rent hereunder, (c) there shall be no renewal or extension of this Agreement by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days’ notice from Tenant or Landlord.
23. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Tenant:

(a) If Tenant fails to pay the monthly Rent or any other charges required to be paid by Tenant within ten (10) business days of the date such payments are due; or

(b) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant, provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord’s notice to Tenant; or

(c) Tenant 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.

24. **Landlord’s Remedies.** In the event of Tenant’s default hereunder, then after applicable notice and the expiration of any cure period, Landlord shall have the right, at Landlord’s option, upon giving notice to tenant, to terminate this Agreement and Tenant’s right of possession of the Leased Premises.

25. **Time is of the Essence.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

26. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Agreement or shall have any rights hereunder whatsoever.

27. **Quiet Enjoyment.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant’s part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Initial Term and any Renewal Term hereof, subject to all the provisions of this Agreement.

28. **Prior Agreements/Amendments.** This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest or except as expressly provided in this Agreement.

29. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall deliver written notice to tenant thereof not less than thirty (30) days prior to the
proposed sale. Upon sale of the Leased Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale, and without further action of the Landlord or the City Council, Tenant shall be not relieved of its obligation to provide 101 parking spaces to Tenants’ of the Project as required by the Ordinance. Notwithstanding the foregoing, at Tenant’s election by notice delivered to Landlord, the purchaser of the Leased Premises shall assume and agree to carry out any and all of the covenants and obligations of the Landlord under this Agreement, as the same may be modified by Tenant and such purchaser, pursuant to an assignment and assumption agreement reasonably acceptable to said parties. If Tenant elects to not lease parking spaces at the Leased Premises following the sale, Tenant must provide the City of Evanston notice of how it will comply with the Ordinance requirements for parking at an alternative site(s).

30. Notices. Notices and demands required or permitted to be given hereunder shall be given by personal delivery or reputable overnight courier (such as Federal Express), or registered or certified mail to:

Tenant:
1571 Maple Avenue, LLC
c/o CP2 Management LLC
225 W. Hubbard Street, 4th Floor
Chicago, Illinois 60654
Attn: Legal Department

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

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

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement the day and year first above written.

LANDLORD:

CITY OF EVANSTON
an Illinois municipal corporation

By: Wally Bobkiewicz
Its: City Manager

Print Name: Wally Bobkiewicz

TENANT:

1571 MAPLE AVENUE, LLC
an Illinois limited liability company

By: 1571 Maple Avenue Associates LLC,
a Delaware limited liability company

By: CP Maple Avenue Member, LLC,
an Illinois limited liability company,

Its: Managing Member

By: 

Print Name: John McLinden

Its: Manager
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 Board of Animal Control
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 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).

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 Board of Animal Control

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 Board of Animal Control. 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

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
Memorandum

To: Honorable Mayor and Members of the City Council

From: Kimberly Richardson, Deputy City Manager

Subject: Dissolution of Taxicab Advisory Board

Date: November 8, 2018

Recommended Action:
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.

Livability Benefits:
Innovation and Process: Support local government best practices and processes

Summary:
Prior to adoption of Ordinance 66-O-16, the Taxicab Advisory Board provisions were in City Code Section 3-17-9 (attached). Ordinance 66-O-16 deleted Title 3, Chapter 17 in its entirety and replaced it with the new provisions of the ordinance. Therefore, there is no Taxicab Advisory Board City Code provision to be removed from the City Code.

Attachments:
City Code Section 3-17-9 (prior to 2016)
Ordinance 66-O-16
(C) Whether the safe use of the streets for vehicular and pedestrian traffic will be impaired;
(D) The financial responsibility of the applicant and the amount of reserves to be established for
the payment of personal injury, death and property damage claims;
(E) The wages or other compensation to be paid to or received by the driver of such taxicab;
(F) The color scheme and character of equipment; and
(G) Any other facts which the City Council may deem relevant.
(Ord. No. 11-0-78; Ord. No. 8-0-12, (50-0-11(exh. A, § 3-17-8-2)), 1-23-2012)

3-17-8-3. PUBLIC HEARINGS.

The City Council may hold public hearings from time to time for the purpose of considering any
objections or evidence pertinent to the question of the public convenience and necessity for the
issuance of licenses for taxicabs. Notices of such public hearings containing the time and place
thereof and the names of applicants for licenses shall be published in a newspaper of general
circulation within the City. The City Council may continue any public hearing from time to time
without republication in a newspaper.
(Ord. No. 11-0-78; Ord. No. 8-0-12, (50-0-11(exh. A, § 3-17-8-3)), 1-23-2012)

3-17-8-4. ISSUANCE OF ADDITIONAL LICENSES.

If, as a result of the public hearings referred to in the preceding Section, it is determined that
public convenience and necessity requires more taxicab service and it is determined that a certain
additional number of taxicabs are required for public convenience and necessity, then such
additional licenses shall be issued pursuant to the provisions of Section 3-17-3-6 of this Chapter.
(Ord. No. 11-0-78; Ord. No. 8-0-12, (50-0-11(exh. A, § 3-17-8-4)), 1-23-2012)

3-17-9. TAXICAB ADVISORY BOARD; CREATION, APPOINTMENT, TERMS OF OFFICE.

A taxicab advisory board, consisting of seven (7) members appointed by the Mayor with the
advice and consent of the City Council, is hereby created to advise the City Manager on taxicab
regulation matters and to recommend action to be taken regarding complaints received. The
taxicab advisory board will report on a semiannual basis to the administration and public works
committee on the disposition of complaints and other problems. The composition of the taxicab
advisory board shall be as follows: one member who is an owner or elected officer of a taxicab
association or taxicab dispatching service to represent the taxicab associations; one member who
owns at least one taxicab but is not an owner or operator of a taxicab association to represent the
independent taxicab owners or dispatching service; one member who does not own a taxicab but
possesses a current City of Evanston public passenger vehicle driver's license to represent taxicab
drivers; one member who is a current participant in the senior citizen taxicab subsidy program; and
three (3) members from the public at large who are Evanston residents and are not affiliated with
the aforementioned groups. All appointees to the taxicab advisory board shall serve terms of three
(3) years or until their successors are appointed and confirmed.
(Ord. No. 13-0-94; Ord. No. 8-0-12, (50-0-11(exh. A, § 3-17-9)), 1-23-2012)

3-17-10. LIVERY CABS; REQUIREMENTS.

In addition to the preceding Sections which set forth requirements which must be met by all
public passenger vehicles, the following additional requirements must be met by livery cabs.
(A) Such livery vehicle shall contain no meter.
(B) There shall be no markings on such livery vehicle.
(C) A livery vehicle operator must rearrange with any customers the origin, destination and fare
for his/her service and may not pick up or solicit passengers for hire from the streets.
66-0-16

AN ORDINANCE

Amending and Revising Title 3, Chapter 17 of the Evanston City Code Regarding Taxicabs and Motor Vehicles For Hire

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

SECTION 2: That Title 3, Chapter 17 of the Evanston City Code of 2012, is stricken and replaced in its entirety, and amended to read as follows:

CHAPTER 17 - TAXICABS; MOTOR VEHICLES FOR HIRE; TRANSPORTATION NETWORK PROVIDERS

3-17-1. – DEFINITIONS

For purposes of this Chapter, the definitions in the Illinois Vehicle Code, 625 ILCS 5/ et seq., as may be amended from time to time, the definitions in the Taxi Safety Act, 625 ILCS 55/ et. seq., as may be amended from time to time, and the definitions in the Transportation Network Providers Act, 625 ILCS 57/ et seq., as may be amended from time to time, will apply.

<table>
<thead>
<tr>
<th>CITY MANAGER</th>
<th>The City of Evanston City Manager or his/her designee.</th>
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<tbody>
<tr>
<td>MOTOR VEHICLE FOR HIRE</td>
<td>All other motor vehicles or buses used for the transportation of passengers for hire. A motor vehicle for hire also includes a limousine, as defined by the Illinois Vehicle Code. A motor vehicle for hire is not a bus operated by a public transportation agency or unit of local government, taxicab, or transportation network vehicle.</td>
</tr>
<tr>
<td>TAXICAB</td>
<td>Any public passenger vehicle transporting passengers for hire on a trip basis to or from a destination, other than a motor vehicle for hire or transportation network</td>
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</tbody>
</table>
vehicle. The vehicle must be equipped with a taximeter.

<table>
<thead>
<tr>
<th>TAXIMETER</th>
<th>Any electronic or mechanical device which records and indicates a fare measured by distance traveled, waiting time and/or number of passengers.</th>
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</thead>
<tbody>
<tr>
<td>TRANSPORTATION NETWORK VEHICLE</td>
<td>Any vehicle used to provide a transportation network service. A transportation network vehicle is not a taxicab or motor vehicle for hire.</td>
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</tbody>
</table>

3-17-2. - COMPLIANCE WITH STATE AND CITY LAWS

It is unlawful for any person to operate a taxicab, motor vehicle for hire, or transportation network vehicle in the corporate limits of the City unless the driver of the taxicab, motor vehicle for hire, or the transportation network vehicle operated by him/her comply with all relevant state of Illinois laws and regulations and the City Code.

All taxicabs soliciting business in the corporate limits of the City must register annually with the City Manager, and maintain proof of current registration in a readily observable location on the taxicab. There is no fee for this annual registration. All applicants must disclose their name, address, provide a current copy of a valid license or permit to operate a motor vehicle issued under Illinois state law, provide proof of compliance with the requirements of Subsection 3-17-4, and disclose whether the applicant ever had a motor vehicle license suspended or revoked.

No driver of a taxicab, motor vehicle for hire, or transportation network vehicle can solicit patronage in a loud or annoying tone of voice or by sign. No driver can obstruct the movement of any persons or vehicles, or follow any person for the purpose of soliciting patronage.

No person may operate a rent-a-car business without applying for and receiving a valid City business license.

3-17-3. - LIABILITY INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY REQUIRED

All drivers, taxicab providers, motor vehicle for hire providers, and transportation network providers must comply with all state of Illinois requirements regarding liability insurance and proof of financial responsibility.

3-17-4. - COMPLIANCE WITH STATE OF ILLINOIS SAFETY REQUIREMENTS

Every motor vehicle operating within the City which is required to comply with the Illinois Vehicle Code, 625 ILCS 625 5/13-101, as may be amended from time to time, must
submit to the state of Illinois "safety test" and secure a certificate of safety from the state. Every vehicle operator or owner must produce evidence of compliance upon demand by the City. Violators may be cited by the City on a warning ticket, issued to the owner or operator of the motor vehicle, with a twenty one (21) day grace period given for correction of the violation. Any uncorrected violations may be written as a citation to the City Administrative Adjudication Division or the Cook County Circuit Court.

No taxicab, transportation network vehicle, or motor vehicle for hire operating within the City can display any advertising sign or device on the vehicle that creates any risk of injury to the driver, to passengers of the vehicle, to pedestrians, or to drivers or passengers of other vehicles.

3-17-5. – IDENTIFICATION IN TAXICABS OR MOTOR VEHICLES FOR HIRE

Every taxicab must display on each side front door or front fender, and on the trunk, and in a conspicuous place within the passenger compartment, the name of the owner of the vehicle, and if applicable, the association to which it belongs. The following information must be displayed in the taxicab’s rear passenger compartment in plain view of the passenger: schedule of rates and charges, telephone number where complaints can be received, a list of communities where straight meter rates apply, the taxicab number, the name of the owner of the taxicab, and the name of the association to which the taxicab belongs.

Every driver of a motor vehicle for hire must display his/her driver’s license in the interior of the vehicle in plain view.

3-17-6. – NON-DISCRIMINATION

All taxicab drivers, motor vehicle for hire drivers, and transportation network vehicle drivers must comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.

3-17-7. - TAXICAB STANDS AND LOADING ZONES

The City Manager, with the consent of the City Council, may establish taxicab stands and motor vehicle for hire loading zones designated by appropriate signs. Transportation network vehicles cannot operate in taxicab stands or loading zones.
3-17-8. — TAXIMETERS

Every taxicab must have a taximeter to register, in plain view of the passenger, the fares as accumulated while the cab is operating. The taxicab must have posted information, in plain view of the passenger, showing how the fare is calculated, applicable rates, and upon request, the taxi driver must provide an estimated fare to the passenger before the trip. No taxicab may transport a passenger for hire unless the taximeter accurately records the fare to be charged. Any passenger who requests a receipt for the fare paid is to receive one. Any passenger can pay for the fare by credit or debit card.

3-17-9. — SENIOR CITIZEN/PERSONS WITH DISABILITIES TAXICAB PROGRAM

Owners, operators and drivers of taxicabs are eligible to provide Senior Citizen/Persons with Disabilities Taxicab Program services to City residents.

Persons eligible to participate as a passenger in the Senior Citizen/Persons with Disabilities Taxicab Program must be Evanston residents of sixty (60) years of age or older, or those residents who are persons with disabilities as defined by the Illinois Vehicle Code, 625 ILCS 5/1-159.1. The availability of assistance for senior citizens will be limited to those senior citizens who provide a written affidavit of need and meet income eligibility requirements. Eligible senior citizens will be those individuals whose annual income does not exceed thirty thousand dollars ($30,000.00) for a single person or fifty thousand dollars ($50,000.00) for married persons filing a joint income tax return. Eligible persons with disabilities will be those individuals who give the City a written disability determination pursuant to 625 ILCS 5/1-159.1.

The fixed rate for a ride for persons registered to participate in the Senior Citizen/Persons with Disabilities Taxicab Program is ten dollars ($10.00), based upon subsidies from the City, with a participant share of four dollars ($4.00). Eligible passenger participants may purchase a coupon for service. Passenger participants may be taken only within the corporate boundaries of the City of Evanston, the City of Wilmette, the Village of Skokie, or the Village of Lincolnwood.

3-17-10. - PENALTY

Owners, operators, or drivers who violate the provisions of this Chapter will be fined three hundred dollars ($300.00) for each violation.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance will be in full force and effect as of October 1, 2016.
SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity will not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: July 25, 2016
Adopted: August 15, 2016

Approved:
August 22, 2016

Elizabeth B. Tisdahl, Mayor

Attest:
Rodney Greene, City Clerk

Approved as to form:

W. Grant Farrar, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Community Development Director
Paul Zalmezak, Economic Development Division Manager
Paulina Martínez, Assistant to the City Manager

Subject: Central Street SSA RFP 18-51 Responses

Date: October 25, 2018

Recommendation:
Economic Development committee and staff seeks City Manager authorization 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.

Funding Source:
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.

Livability Benefits:
- Economy and Jobs: Retain and expand local businesses
- Build Environment: Enhance public spaces
- Education, Arts & Community: Incorporate arts and cultural resources

Summary:
The Central Street Business Association (CSBA) approached Economic Development staff in late 2017 to discuss the possibility of creating an SSA. On July 25, 2018 the staff was directed by the Economic Development Committee to issue an RFP to conduct a feasibility study of creating an SSA to include Central Street and Green Bay Road.

Staff released RFP 18-51, titled “Study and Designation of Central Street Special Service Area (SSA)” on September 27, 2018. Requests were sent directly to the three consulting firms listed below that currently provide SSA feasibility and coordination work, and advertisements were posted in the Pioneer Press, and online in the City website and Demandstar, as per Purchasing guidelines. All proposals for RFP 18-51
were due on October 18, 2018. The City received two proposals, one from PLACE Consulting and one from Teska.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Quote</th>
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</thead>
<tbody>
<tr>
<td>Teska</td>
<td>627 Grove Street, Evanston, IL</td>
<td>$24,035</td>
</tr>
<tr>
<td>PLACE Consulting</td>
<td>3701 N. Ravenswood Ave., Suite 205, Chicago, IL</td>
<td>$27,690</td>
</tr>
<tr>
<td>SB Friedman</td>
<td>221 N LaSalle St # 820, Chicago, IL</td>
<td>No response</td>
</tr>
</tbody>
</table>

The scope of services to be completed by the consultant, as described in RFP 18-51 are the following: (1) Determine the feasibility of creating a Special Service Area (SSA) in an area comprised of two business districts (study area identified in attached map) and; (2) Provide professional services to manage and coordinate the designation of the SSA.

Specific work related to the SSA feasibility study includes:
- Verify preliminary property inventory work already completed by City staff and conduct fieldwork to determine appropriateness for inclusion in special service area
- Development of list of appropriate properties for inclusion in Special Service Area
- Coordinate with City and business association to finalize SSA boundary
- Establish initial budget for Special Service Area
- Establish Special Service Area governance and management plan in coordination with business association
- Convene one public meeting to present results of feasibility study
- (Optional - only if necessary) Additional public meeting

Specific work related to the coordination of the designation of the SSA includes:
- Development of legal description of Special Service Area boundary
- Development of statement of proposed Special Service Area services
- Creation/Finalize budget for services and proposed tax rate
- Development of Special Service Area designation in coordination with City of Evanston Law Department
- Development of Special Service Area Ordinance establishing levy in coordination with the City of Evanston Law Department
- Convene required public meeting for Special Service Area Designation; tasks include:
  - Development of public hearing notice
  - Create list of recipients for public hearing (owner and taxpayer of record)
  - Develop public hearing meeting notice for newspaper
  - Mail public hearing notice
  - Develop and deliver presentation at public hearing
Teska estimates the total cost of the work is $24,035, plus one to two mailings during the process, which are estimated to be $1,200 to $1,800 per mailing. The $24,035 estimate includes $12,820 for the feasibility study and $11,215 for the designation coordination process. Teska is an Evanston-based business; therefore 100% of the work will be completed by an M/W/EBE firm.

Background:
In 2017, the CSBA indicated to Economic Development staff that there was interest among businesses in this area in pursuing the steps associated with establishing an SSA. This was based on interest in helping the association grow and establish a stable funding stream for merchant and business district activities that range from street beautification (planters, street furniture, etc.) to programmatic needs (event management, marketing support, and organizational management). The Association reported that the annual Evanston Great Merchant Grant, while helpful in basic needs such as banners, planters, and advertising, is not enough to help the group move forward with creating events and other marketing tools to attract more foot traffic. In early July 2018, the CSBA turned in a petition letter to the City requesting assistance to move forward with a feasibility study. The letter was signed by 28 business owners and landlords.

The CSBA, a volunteer business association comprised of Central Street between Eastwood and Hartrey, Green Bay Road between Isabella and Lincoln, and Central Street between Marcy Avenue and Ewing Avenue. Unique to the Central Street merchant district is an approximate half mile gap between the east and west business districts. This gap is entirely residential uses, which will be a key factor during of the study, as residential areas are typically not included in business district oriented special service areas.

Special Service Areas in Illinois Background:
The Illinois State Statute (35 ILCS 200/27-5) defines an SSA as: “a contiguous area within a municipality or county in which special governmental services are provided in addition to those services provided generally throughout the municipality or county, the cost of the special services to be paid from revenues collected from taxes levied or imposed upon property within that area.” SSAs are established through ordinance by the City Council. Property owners within the SSA pay an additional fee through property tax billing for services above and beyond the level of service provided by the municipality. Typical examples include marketing, events, seasonal decorations, sidewalk snow removal, signage, streetscape, and landscaping.

Legislative History:
At the July 25, 2018 Economic Development Committee meeting, the committee directed staff to issue an RFP to study the feasibility of an SSA at the Central Street and Green Bay Road area. The Economic Development Committee voted unanimously 6-0 to recommend approval at its meeting on October 25, 2018.
Attachments:
- RFP 18-51 Responses from Teska and PLACE Consulting
- Evaluation Sheet
- RFP 18-51 Study and Designation of Central Street Special Service Area (SSA)
- Map of Study Area
- Petition Letter from the Central Street Business Association

All attachments available in October 24, 2018 Packet/Addendum at:
https://www.cityofevanston.org/home/showdocument?id=44676