CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, February 11, 2019

Administration & Public Works (A&PW) Committee meets at 6 p.m.
Planning & Development Committee (P&D) meets at 6:30 p.m.
City Council meeting will convene at conclusion of P&D.

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Fiske

(II) Mayor Public Announcements
     Evanston Own It

(III) City Manager Public Announcements

(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) Consent Agenda and Report of Standing Committees:
Administration & Public Works       -       Alderman Rue Simmons
Planning & Development              -       Alderman Revelle
Human Services                      -       Alderman Rue Simmons
Economic Development                -       Alderman Rue Simmons
Rules Committee                     -       Alderman Braithwaite
CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of January 28, 2019.
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – January 07, 2019 through January 20, 2019 $ 2,923,625.63
For Action

(A2) Bills List – February 12, 2019 FY18 $  690,623.58
Bills List – February 12, 2019 FY19 $ 3,393,957.69
BMO Credit Card Activity – Period Ending November 26, 2018
(without Amazon) $ 154,991.78
For Action

(A3) BMO Amazon Credit Card Activity
    Period Ending November 26, 2018 $  6,369.59
For Action

(A4) Contract for the Environmental Monitoring Study – Waste Transfer Station with RHP Risk Management
Staff recommends that City Council authorize the City Manager to execute a contract for the Environmental Monitoring Study – Waste Transfer Station (RFP 18-57) with RHP Risk Management (8745 W. Higgins Rd. Suite 320 Chicago, IL 60631) in the amount of $229,300.00 with a potential additional amount of $40,032.00 to purchase monitoring equipment after the study is complete. Funding for the study will be provided from the Capital Improvement Program (CIP) (Account 415.40.4219.62145-119005). This account draws funds from the settlement funds awarded to the City in 2016 which equal $1,263,247.90 and the per ton host fee paid to the City which had a balance of $86,412.00 as of February 5, 2019.
For Action
(A5) **Pro Support Renewal Agreement with Dell Technologies**
Staff recommends City Council authorize the sole source renewal of Pro Support from Dell Technologies (1 Dell Way, Round Rock, TX, 78682) in the amount of $43,007.16. This renewal purchase enables the city to maintain support plans for critical IT infrastructure. The 2019 costs are the same as last year’s cost with one additional server being added to Pro Support in 2019. Funding is provided by the IT Division’s Computer License and Support Fund (Account 100.19.1932.62340) which has a 2019 budget of $550,000.00 and current balance of $542,405.14.

**For Action**

(A6) **Agreement Renewal with Otis Elevator Company for 2019-2021 Elevator Service and Maintenance at Various City Facilities**
Staff recommends City Council approval of the renewal of a 3 year sole source service and maintenance agreement with Otis Elevator Company (949 Oak Creek Drive, Lombard, IL) for the 2 elevators at the Civic Center, 1 freight elevator at the Service Center, 5 elevators at the Maple Avenue Parking Garage and 3 elevators at the Church Street Parking Garage in the amount of $60,324.60 for FY 2019, $60,324.60 for FY 2020 and $60,324.60 for FY 2021. The proposed 3-year service agreement is effective from January 1, 2019 to December 31, 2021. A detailed breakdown of the funding can be found on the corresponding transmittal memorandum.

**For Action**

(A7) **Agreement with Siemens Industry, Inc. for Building Automation System for the HVAC Systems at the Police Headquarters**
Staff recommends City Council authorize the City Manager to execute a one-year, sole source service agreement for the Building Automation System (BAS) in the amount of $28,600 with Siemens Industry (585 Slawin Court, Mount Prospect, IL 60656). The agreement cover hardware, software and service visits for the HVAC system in the City of Evanston Police Headquarters. Also included are two additional 1 year optional renewals at $29,200.00 and $29,880.00, respectively. The 2019 cost for this service represents an increase of 0.3% over last years’ cost. Funding will be from Facilities – Service Agreements & Contracts Fund (Account 100.19.1950.62509) with a 2019 budget of $240,031.00

**For Action**

(A8) **ParkEvanston Mobile App Wallet Incentive**
The Transportation & Parking Committee recommends City Council approval of a parking incentive program. The program would give users who pre-load $20 in the ParkEvanston mobile app wallet a one-time additional $5 free to use towards on-street parking payments in the City of Evanston until May 31, 2019. There is no direct funding required; the cost of this program will be reduced revenue to the Parking Fund. Staff estimates that between 4,000-5,000 users will take advantage of this offer, which at the most would cost $25,000.

**For Action**
(A9) **Change Order No. 1 to the Agreement for the South Standpipe Pump Station Motor Control Center and Building Renovation**

Staff recommends the City Council authorize the City Manager to execute Change Order No. 1 to the agreement for the South Standpipe Pump Station Motor Control Center and Building Renovation (Bid 18-17) with MAG Construction Co. (629 Homewood Avenue, Highland Park, IL 60035) to extend the contract time to April 9, 2019. There is no change in contract price.

**For Action**

(A10) **Funding Approval for the Demolition of the Abandoned Building at 2020 Green Bay Road, Evanston**

Staff is requesting City Council approve funding for the demolition of a long and neglected property that is located at 2020 Green Bay Road, Evanston. The cost for the demolition is $33,925.00. It will be paid with grants provided by the Abandoned Residential Property Municipality Relief Grant from the Illinois Housing Development Authority. Funds will be provided through the IL Vacant Expense Fund (Account 100.24.2435.62469). The City was awarded $150,000 in grants, and has expended less than $75,000.

**For Action**

(A11) **Collective Bargaining Agreement – Evanston Police Sergeants, Fraternal Order of Police**

Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council for the Evanston Police Sergeants, effective January 1, 2019 through December 31, 2022.

**For Action**

(A12) **Collective Bargaining Agreement – American Federation of State, County and Municipal Employees**

Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) Labor Council covering 354 City employees, effective January 1, 2019 through December 31, 2022.

**For Action**
(A13) **Resolution 11-R-19, Motor Fuel Tax Funds Use for Roadway Resurfacing Project**

Staff recommends City Council adoption of Resolution 11-R-19 authorizing the City Manager to sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for improvements to various Evanston Streets. This will allow the use of Motor Fuel Tax (MFT) Funds in the amount of $1,206,000 for street resurfacing and surface patching. Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total Budget of $1,508,678. $1,206,000 of this fund is allocated for street improvements in Account 415.40.4219.65515 – 419002.

**For Action**

(A14) **Ordinance 14-O-19, Increasing the Number of Class D Liquor Licenses for Stacked and Folded at 824 Noyes Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 14-O-19, amending Class D Liquor License from fifty-two to fifty-three for Bad Dog House Evanston, LLC, d/b/a Stacked and Folded, located at 824 Noyes Street.

**For Introduction**

---

**PLANNING & DEVELOPMENT COMMITTEE**

(P1) **Resolution 13-R-19, Approving a Plat of Resubdivision for 2102 Darrow Avenue**

City staff recommends adoption of Resolution 13-R-19 approving the proposed re-subdivision of the property located at 2102 Darrow Avenue.

**For Action**

(P2) **Ordinance 12-O-19, Granting a Special Use for a Type 2 Restaurant, Spice, at 1905 Church Street**

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 12-O-19 granting special use approval for a Type 2 Restaurant, Spice, at 1905 Church St. in the B2 Business District and the oWE West Evanston Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Rue Simmons requests suspension of the rules for Introduction and Action at the February 11, 2019 City Council meeting.

**For Introduction and Action**
(P3) **Ordinance 11-O-19, Granting a Special Use for a Type 2 Restaurant, Philz Coffee, at 1030 Davis Street**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 11-O-19 granting special use approval for a Type 2 Restaurant, Philz Coffee, at 1030 Davis St. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wilson requests suspension of the rules for Introduction and Action at the February 11, 2019 City Council meeting.

**For Introduction and Action**

(P4) **Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue**
The Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief for three (3) variations. The Zoning Board of Appeals determined the proposal does not meet all Standards for Major Variation. Staff recommends approval of the proposed variations with modifications.

**For Introduction**

(P5) **Ordinance 4-O-19, Granting a Special Use Permit for a Planned Development Located at 1714-1720 Chicago Avenue and Amending the Zoning Map**
The Plan Commission and staff recommend denial of Ordinance 4-O-19 for approval of a Map Amendment from the R6 General Residential to the D3 Downtown Core Development District and a Planned Development for a 13-story office building with 112 on-site parking spaces. Passage of the Map Amendment shall require a favorable vote of three-fourths (3/4) of all the Aldermen per City Code 6-3-4-7 because a petition signed and acknowledged by 30% of owners of property within 500-feet of the subject property was submitted to the City. This Ordinance was held at the January 28, 2019 City Council meeting until February 11, 2019 for Introduction.

**For Introduction**

(P6) **Ordinance 9-O-19, Granting a Special Use for a Ground-Floor Medical Office and Major Zoning Relief for No Additional Parking at 524 Main Street**
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 9-O-19 granting special use approval for a ground-floor Medical Office, North Shore University Health System, and major zoning relief for no additional parking spaces where 7 additional parking spaces are required for a Medical Office, in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district.

**For Action**
RULES COMMITTEE

(O1) Resolution 12-R-19, Amending City Council Rules and Organization of the City Council Section 6 “Citizen Participation”
The Rules Committee recommends that the City Council adopt Resolution 12-R-19, amending City Council Rule 6, “Citizen Participation,” to state that ceding time is not permitted.

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 FEBRUARY 2019
Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/18/2019</td>
<td>6:00 PM</td>
<td>City Council</td>
</tr>
<tr>
<td>2/19/2019</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
</tr>
<tr>
<td>2/19/2019</td>
<td>7:00 PM</td>
<td>Board of Ethics</td>
</tr>
<tr>
<td>2/20/2019</td>
<td>6:30 PM</td>
<td>M/W/EBE Committee</td>
</tr>
<tr>
<td>2/20/2019</td>
<td>7:00 PM</td>
<td>Mayor Hagerty Town Hall Meeting</td>
</tr>
<tr>
<td>2/25/2019</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
</tr>
<tr>
<td>2/27/2019</td>
<td>8:00 AM</td>
<td>Alternatives to Arrest</td>
</tr>
<tr>
<td>2/27/2019</td>
<td>6:00 PM</td>
<td>Transportation &amp; Parking Committee</td>
</tr>
<tr>
<td>2/27/2019</td>
<td>7:30 PM</td>
<td>Economic Development Committee</td>
</tr>
</tbody>
</table>

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.
REGULAR CITY COUNCIL MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, January 28th, 2018

Present:

Alderman Fiske
Alderman Braithwaite
Alderman Wynne
Alderman Wilson
Alderman Rue Simmons

Alderman Revelle
Alderman Rainey
Alderman Fleming
Alderman Suffredin

Absent:

(9)

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty thanked the Public Works Department for their work in maintaining the streets clean and safe. Asked the public to remain safe during the upcoming polar vortex.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz gave an update to the Federal Government shutdown. Noted NU will be closed from 8pm tomorrow through noon on Thursday. YMCA will close its main facility on Wednesday. D65 and D202 to decide tomorrow about whether to close on Wednesday. Further information will become available as the weather develops.

City Clerk’s Communications

City Clerk gave a recap of the event hosted with former Illinois Governor Pat Quinn

Public Comment

Mike Vasilko: Asked City Council to hold Item A14 for further discussion

Doreen Price: Had questions about Agenda Item A21. Said the agenda item is not listed properly on the agenda and would like an updated on the Ordinance.

Ben Schapiro: Talked about Ordinance 4-O-19. Said the type of building being proposed for development will negatively impact the libraries ability to serve the public.

Ray Friedman: Made suggestion about seceding time for public comment. Asked about property taxes, affordable housing and city projects

Terri Klauke: Spoke in favor of Agenda Item P7

Harris Miller: Supported both medical practice offices on Chicago Ave.

Misty Wittenburg: Urged City Council to admit liability in the Lawrence Crosby case. Said the attorneys for the city are not representing the public interest. Asked City Council to
Albert Gibbs: Talked about the money being spent on the contractors for the new Robert Crown facility. Stated that officers in the Lawrence Crosby case acted like thugs towards Mr. Crosby simply because a white person made a call to the police.

Kenneth Jones: President of St. Francis Hospital in Evanston who spoke in favor of Resolution 2-R-19, giving a grant for a Mobile Integrated Healthcare Program.

Clerk Reid: Clerk Reid read the following statement:

Tonight the City Council is set to approve a 1.25 million settlement for reputational harm caused by us, the City, in our refusal to take responsibility and work toward ensuring swift justice.

Community scrutiny has largely been centered around the actions of the first responders. The police department, who have a tough job and thought this was a felony stop, have issued a number of reforms including body cameras for all officers and the cessation of policy forcing suspects into a prone position during felony traffic stops. We should be proud of these steps and I expect under the leadership of, Chief Cook, our new Police Chief measures will go further.

Recent conversations amongst community members have also focused on the young lady who reported the supposed crime. The swift criminalization and suspicion of the black body and young black men is unfortunately ingrained deeply into the bedrock of our culture. We must as individuals and as an institution check racial bias, afford our neighbors the benefit of the doubt, and be willing to investigate further.

I’m concerned by what hasn’t garnered attention from the public and most alarmingly some members of this Dias.

The City’s released dashcam footage opened by furthering the criminalization of Mr. Crosby accusing him of “actively resisting arrest” and failing to comply with officers. This was a year after he’d been acquitted of those charges.

After my false arrest, while petitioning to run for this office, the former 9th ward Alderman demanded the release of dashcam footage to highlight a disparity & unjust application of policing in our community.

The public interest in the City’s acknowledgment of wrongdoing goes far beyond the financial costs. It’s essential for public trust. It’s essential for the safety of our police officers who put great effort in establishing trust in the community they serve. Admitting fault is also
essential for deterring reoccurrence of an offense.

Instead of apologizing to Mr. Crosby after finding out the car was registered to him, he was arrested.

Instead of dropping the charges the former corporation counsel reasonably knew were false and would be dismissed in court, we chose to pursue them, prompting this lawsuit.

I know this council is committed to making our great community the most livable city in the world. I ask that in light of tonight's settlement the council will review the process for reviewing criminal charges within the Law Department. I also ask that we review the use of disobedience to police as a charge. I hope we will review these issues and moving forward and take steps to assure this will not happen again in the future.

Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meeting of January 14, 2019.

For Action
Approved on Consent Agenda

Motion: Ald. Rue Simmons

(A1) Payroll – December 24, 2018 through January 06, 2018
$ 2,993,970.11

For Action
Approved on Consent Agenda

(A2) Bills List – January 29, 2019 FY 18 $ 2,159,324.72
Bills List – January 29, 2019 FY 19 $ 438,346.36
BMO Credit Card Activity – Period Ending October 26, 2018 (without Amazon) $ 182,884.62

For Action
Approved on Consent Agenda
BMO Amazon Credit Card Activity Period Ending October 26, 2018

$ 14,154.98

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

(A4) Purchase of Ten Vehicles for Operations in the Police Department, Fire Department and Facilities Management

City Council approved the purchase of ten (10) vehicles for operations in the Police Department, Fire Department and Facilities Management. The following vehicles will be purchased: five (5) 2019 Ford Explorer SUVs, one (1) 2019 Ford Taurus Sedan and one (1) 2019 Ford Transit Full S sized Van from Currie Motors Fleet (10125 W. Laraway, Frankfort, IL 60423) in the amount of $213,051.00; and two (2) 2019 Ford Expedition SUVs and one (1) 2019 Ford Transit Connect Cargo Van will be purchased from Kunes Country Ford of Antioch (104 Route 173 W. Antioch, IL 60002) in the amount of $102,567.00. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $315,618.00, which has a budgeted amount of $1,622,977. This expenditure represents 19.4% of this budgeted amount.

For Action
Approved on Consent Agenda

(A5) Extension of Intergovernmental Agreement for 2019 Refuse Disposal Fees to Solid Waste Agency of Northern Cook County

City Council authorized the City Manager to execute an extension of the intergovernmental agreement for 2019 refuse disposal fees to Solid Waste Agency of Northern Cook County (SWANCC) in the not to exceed amount of $750,000 for operations and maintenance transfer fees. Funding will be provided by the Solid Waste Fund (Account 520.40.4310.62405), which has a budget of $750,000 for FY2019.

For Action
Approved on Consent Agenda

(A6) Approval of Estimated Annual User Charge for 2019 with the Metropolitan Water Reclamation District of Greater Chicago for Disposal of Sludge

City Council approved the estimated annual user charge for 2019 with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for disposal of sludge generated as part of the water treatment process in the amount $154,304.18. Four payments of $38,576.05 will be made beginning in February 2019 and ending November 2019. Funding for this
work will be from the Water Fund (Account 510.40.4220.62420). This account has a budget of $339,000.00 allocated for MWRDGC sludge disposal fees.

**For Action**

**Approved on Consent Agenda**

(A7) **Agreement with Harris Computer Systems for Harris NorthStar Utility Billing Software**

City Council authorized the City Manager to execute a renewal of the annual sole source maintenance and support agreement for the term March 1, 2019 through November 30, 2019 with Harris Computer Systems (1 Antares Drive, Suite 400, Ottawa, Ontario) for Harris NorthStar Utility Billing software, in the amount of $35,767.39. Funding for this purchase will be from Water Fund (Account 510.40.4225.62340), which has an allocation of $45,000.00 for this item.

**For Action**

**Approved on Consent Agenda**

(A8) **Contract with CDM Smith Inc. for the Water Plant Evaluation**

City Council authorized the City Manager to execute a contract for the Water Plant Evaluation (RFP 18-55) with CDM Smith Inc. (125 South Wacker, Suite 700, Chicago, IL 60606) in the amount of $191,653.00. Funding for the study will be provided from the Water Fund (Account 510.40.4200.62180). This account has a budget of $200,000.00 in FY 2019, all of which is remaining.

**For Action**

**Approved on Consent Agenda**

(A9) **Contract with The Ogni Group for Sherman Plaza Garage Lighting Upgrade**

City Council authorized the City Manager to execute a contract for the Sherman Plaza Garage Lighting Upgrade with The Ogni Group, (140 East Commercial Street, Suite 1, Wood Dale, IL) in the amount of $334,618.00. Funding is available from the Parking Fund (Account No. 505.19.7005.65515 – 618001), which has a budget of $650,000, all of which is remaining.

**For Action**

**Passed 7-1**

Ald. Suffredin voted “No”
(A10) **Resolution 8-R-19, Authorizing Construction on Illinois State Highways for Years 2019 and 2020**

City Council adopted Resolution 8-R-19, authorizing construction on Illinois state highways for years 2019 and 2020.

**For Action**
Approved on Consent Agenda

(A11) **Resolution 6-R-19, Approving Release of City Council Closed Session Minutes**

City Council adopted Resolution 6-R-19, releasing certain closed session meeting minutes and finding that a need still exists for confidentiality as to other minutes. The City is furthering its efforts to provide access to information and openness in government through the appropriate release of closed session minutes of the City Council.

**For Action**
Approved on Consent Agenda

(A12) **Resolution 9-R-19, Approving Settlement and Release of all Claims in Lawrence Crosby v. City of Evanston, et al.**

City Council adopted Resolution 9-R-18 authorizing the City of Evanston to issue a settlement payment pursuant to a settlement agreement and release in Lawrence Crosby v. City of Evanston, et al. (Case No. 16-L010029). Funding will be from the Insurance Fund.

**For Action**
Approved on Consent Agenda

(A13) **Resolution 2-R-19, Grant Agreement with AMITA Saint Francis Hospital to Receive Funding for the Mobile Integrated Healthcare Program**

City Council adopted Resolution 2-R-19, authorizing the City Manager to execute a grant agreement with AMITA Saint Francis Hospital to receive funding for a Mobile Integrated Healthcare/Community Paramedic Program.

**For Action**
Approved on Consent Agenda
Resolution 7-R-19, Expressing Official Intent Regarding Expenditures from the Funds of the City of Evanston to be Reimbursed from Proceeds of Obligations to be Issued by the City of Evanston

City Council adopted Resolution 7-R-19, authorizing payments relating to FY 2019 Capital Improvement Plan (C.I.P.) project expenditures up to $31,360,000 be reimbursed by the subsequent 2019 General Obligation (G.O.) bond issuance.

For Action
Approved on Consent Agenda

Ordinance 163-O-18, Amending Portions of City Code Section 10-11-7(A), “Passenger Loading Zones” to Amend the Loading Zone on Simpson Street

City Council adopted Ordinance 163-O-18, amending portions of City Code Section 10-11-7(A), “Passenger Loading Zones” to amend the loading zone on Simpson Street.

For Action
Approved on Consent Agenda

Ordinance 162-O-18, Amending Portions of City Code Section 7-2-6(D), “Sidewalk Cafes” Update the Sidewalk Café Application Process and Increase Sidewalk Café Permit Fees

City Council adopted Ordinance 162-O-18, amending portions of Ordinance 7-2-6(D) “Sidewalk Cafes” to modify permit fees and approval procedures. Staff proposes Sidewalk Café permit applications to require the approval of the Design & Project Review (DAPR) Committee, with exception of requests for City Council to permit the consumption or sale of alcohol on sidewalk cafe premises. Sidewalk Café permit fees will increase to align with cost of administering the program and use of the surrounding public way.

For Action
Approved on Consent Agenda
(P1) **Community Partners for Affordable Housing Proposal for the Continued Administration of the Inclusionary Housing Ordinance Waitlist**

City Council approved $28,675 for Community Partners for Affordable Housing (CPAH) to continue administering Evanston's Inclusionary Housing Ordinance ("IHO") centralized waitlist and conduct income certifications and recertification of households for inclusionary units. The Housing and Homelessness Commission reviewed CPAH's proposal at its meeting on December 6, 2018, and concluded it should receive a favorable funding recommendation. However, due to a lack of quorum, the Commission was not able to officially vote on the application. The funding source is the City's Affordable Housing Fund (Account 250.21.5465.62490). The Affordable Housing Fund has a current uncommitted cash balance of approximately $800,000; including $50,000 budgeted for other program costs in FY2019. This item was held at the Planning & Development Committee meeting on January 14, 2019 to January 28, 2019.

**For Action**

Approved on Consent Agenda

(P2) **Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue**

City staff recommends a continuation of the requested zoning relief at 2626 Reese Ave. to the February 11, 2019 Planning & Development Committee meeting. Staff requests additional time to research similar developed and undeveloped 25' wide corner lots throughout the city, which will also allow the applicant additional time to react to the comments and concerns raised at the January 14, 2019 Neighborhood Meeting.

**For Introduction**

Held in Committee until February 11
(P3) **Ordinance 9-O-19, Granting a Special Use for a Ground-Floor Medical Office and Major Zoning Relief for No Additional Parking at 524 Main Street**

City Council adopted Ordinance 9- O-19 granting special use approval for a ground-floor Medical Office, North Shore University Health System, and major zoning relief for no additional parking spaces where 7 additional parking spaces are required for a Medical Office, in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district.

**For Introduction and Action**

Approved for Introduction

(P4) **Ordinance 4-O-19, Granting a Special Use Permit for a Planned Development Located at 1714-1720 Chicago Avenue and Amending the Zoning Map**

The Plan Commission and staff recommend denial of Ordinance 4-O-19 for approval of a Map Amendment from the R6 General Residential to the D3 Downtown Core Development District and a Planned Development for a 13-story office building with 112 on-site parking spaces. Passage of the Map Amendment shall require a favorable vote of three-fourths (3/4) of all the Aldermen per City Code 6-3-4-7 because a petition signed and acknowledged by 30% of owners of property within 500-feet of the subject property was submitted to the City.

**For Introduction**

Held in Committee until February 11.

(P5) **Vacation Rental License for 1945 Jackson Avenue, Apartment 1**

City staff recommends approval of a Vacation Rental License for the property located at 1945 Jackson Avenue, Apartment 1. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

Defeated in Committee
(P6) **Ordinance 3-O-19, Amending Portion of City Code Section 6-15-13, “oRD Redevelopment Overlay Districts Addressing Special Uses”**

City Council adopted Ordinance 3-O-19, amending the Zoning Ordinance Sections 6-15-13-2 Procedure for District Designation and 6-15-13-7 Permitted Uses, and creating a new Section 6-15-13-8 Special Uses to clarify the permitted and special uses in the oRD Redevelopment Overlay District and update the list of underlying zoning districts that may carry the overlay designation.

**For Action**

Approved on Consent Agenda

(P7) **Ordinance 7-O-19, Granting Special Use Permit for a Medical Office Located at 705 Main Street in the B2 Business District and the oDM Dempster-Main Overlay District**

City Council adopted Ordinance 7-O-19 granting special use approval for a ground-floor Medical Office, Evanston Family Chiropractic and Wellness Center, in the B2 District and oDM DempsterMain Overlay District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

**For Action**

Approved on Consent Agenda
## Call of the Wards

<table>
<thead>
<tr>
<th>Ward</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:</td>
<td>Warned about frozen paws for dogs out walking during the extreme cold.</td>
</tr>
<tr>
<td>2:</td>
<td>Shared his remarks on the Crosby case</td>
</tr>
<tr>
<td>3:</td>
<td>Office hours will be from 7-10 am at Brothers K on February 7</td>
</tr>
<tr>
<td>4:</td>
<td>Acknowledged the Crosby settlement case and said a lot of changes need to be made. Felt sorry this happened to Mr. Crosby, but also concerned about prejudices that underlie such events. Said that we need to tear down barriers that have been put up and look to the future and effectuate real, long-term change.</td>
</tr>
<tr>
<td>5:</td>
<td>5th Ward meeting Feb. 13 in G300 at Civic Center at 7 p.m.</td>
</tr>
<tr>
<td>6:</td>
<td>No Report</td>
</tr>
<tr>
<td>7:</td>
<td>No Report</td>
</tr>
<tr>
<td>8:</td>
<td>Neighborhood meeting Feb 5 at Peckish Pig at 7 p.m. Thanked Public Works Department for all their hard work. Concerned that pipes would freeze during the harsh cold.</td>
</tr>
<tr>
<td>9:</td>
<td>No Report</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 (8-0) City Council recessed into Executive Session.
AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN RUE SIMMONS

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JANUARY 28, 2019

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 – January 07, 2019 through January 20, 2019 $ 2,923,625.63

For Action

(A2) Bills List – February 12, 2019 FY18 $ 690,623.58

Bills List – February 12, 2019 FY19 $ 3,393,957.69

BMO Credit Card Activity – Period Ending November 26, 2018 (without Amazon) $ 154,991.78

For Action

(A5) Pro Support Renewal Agreement with Dell Technologies
Staff recommends City Council authorize the sole source renewal of Pro Support from Dell Technologies (1 Dell Way, Round Rock, TX, 78682) in the amount of $43,007.16. This renewal purchase enables the city to maintain support plans for critical IT infrastructure. The 2019 costs are the same as last year’s cost with one additional server being added to Pro Support in 2019. Funding is provided by the IT Division’s Computer License and Support Fund (Account 100.19.1932.62340) which has a 2019 budget of $550,000.00 and current balance of $542,405.14.

For Action
(A6) Agreement Renewal with Otis Elevator Company for 2019-2021 Elevator Service and Maintenance at Various City Facilities
Staff recommends City Council approval of the renewal of a 3 year sole source service and maintenance agreement with Otis Elevator Company (949 Oak Creek Drive, Lombard, IL) for the 2 elevators at the Civic Center, 1 freight elevator at the Service Center, 5 elevators at the Maple Avenue Parking Garage and 3 elevators at the Church Street Parking Garage in the amount of $60,324.60 for FY 2019, $60,324.60 for FY 2020 and $60,324.60 for FY 2021. The proposed 3-year service agreement is effective from January 1, 2019 to December 31, 2021. A detailed breakdown of the funding can be found on the corresponding transmittal memorandum.

For Action

(A7) Agreement with Siemens Industry, Inc. for Building Automation System for the HVAC Systems at the Police Headquarters
Staff recommends City Council authorize the City Manager to execute a one-year, sole source service agreement for the Building Automation System (BAS) in the amount of $28,600 with Siemens Industry (585 Slawin Court, Mount Prospect, IL 60056). The agreement cover hardware, software and service visits for the HVAC system in the City of Evanston Police Headquarters. Also included are two additional 1 year optional renewals at $29,200.00 and $29,880.00, respectively. The 2019 cost for this service represents an increase of 0.3% over last years’ cost. Funding will be from Facilities – Service Agreements & Contracts Fund (Account 100.19.1950.62509) with a 2019 budget of $240,031.00

For Action

(A9) Change Order No. 1 to the Agreement for the South Standpipe Pump Station Motor Control Center and Building Renovation
Staff recommends the City Council authorize the City Manager to execute Change Order No. 1 to the agreement for the South Standpipe Pump Station Motor Control Center and Building Renovation (Bid 18-17) with MAG Construction Co. (629 Homewood Avenue, Highland Park, IL 60035) to extend the contract time to April 9, 2019. There is no change in contract price.

For Action

(A10) Funding Approval for the Demolition of the Abandoned Building at 2020 Green Bay Road, Evanston
Staff is requesting City Council approve funding for the demolition of a long and neglected property that is located at 2020 Green Bay Road, Evanston. The cost for the demolition is $33,925.00. It will be paid with grants provided by the Abandoned Residential Property Municipality Relief Grant from the Illinois Housing Development Authority. Funds will be provided through the IL Vacant Expense Fund (Account 100.24.2435.62469). The City was awarded $150,000 in grants, and has expended less than $75,000.

For Action
(A14) **Ordinance 14-O-19, Increasing the Number of Class D Liquor Licenses for Stacked and Folded at 824 Noyes Street**
Local Liquor Commissioner recommends City Council adoption of Ordinance 14-O-19, amending Class D Liquor License from fifty-two to fifty-three for Bad Dog House Evanston, LLC, d/b/a Stacked and Folded, located at 824 Noyes Street.  
**For Introduction**

**IV. ITEMS FOR CONSIDERATION**

(A3) **BMO Amazon Credit Card Activity**  
Period Ending November 26, 2018 $ 6,369.59  
**For Action**

(A4) **Contract for the Environmental Monitoring Study – Waste Transfer Station with RHP Risk Management**  
Staff recommends that City Council authorize the City Manager to execute a contract for the Environmental Monitoring Study – Waste Transfer Station (RFP 18-57) with RHP Risk Management (8745 W. Higgins Rd. Suite 320 Chicago, IL 60631) in the amount of $229,300.00 with a potential additional amount of $40,032.00 to purchase monitoring equipment after the study is complete. Funding for the study will be provided from the Capital Improvement Program (CIP) (Account 415.40.4219.62145-119005). This account draws funds from the settlement funds awarded to the City in 2016 which equal $1,263,247.90 and the per ton host fee paid to the City which had a balance of $86,412.00 as of February 5, 2019.  
**For Action**

(A8) **ParkEvanston Mobile App Wallet Incentive**  
The Transportation & Parking Committee recommends City Council approval of a parking incentive program. The program would give users who pre-load $20 in the ParkEvanston mobile app wallet a one-time additional $5 free to use towards on-street parking payments in the City of Evanston until May 31, 2019. There is no direct funding required; the cost of this program will be reduced revenue to the Parking Fund. Staff estimates that between 4,000-5,000 users will take advantage of this offer, which at the most would cost $25,000.  
**For Action**

(A11) **Collective Bargaining Agreement – Evanston Police Sergeants, Fraternal Order of Police**  
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council for the Evanston Police Sergeants, effective January 1, 2019 through December 31, 2022.  
**For Action**
(A12) **Collective Bargaining Agreement – American Federation of State, County and Municipal Employees**
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) Labor Council covering 354 City employees, effective January 1, 2019 through December 31, 2022.
For Action

(A13) **Resolution 11-R-19, Motor Fuel Tax Funds Use for Roadway Resurfacing Project**
Staff recommends City Council adoption of Resolution 11-R-19 authorizing the City Manager to sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for improvements to various Evanston Streets. This will allow the use of Motor Fuel Tax (MFT) Funds in the amount of $1,206,000 for street resurfacing and surface patching. Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total Budget of $1,508,678. $1,206,000 of this fund is allocated for street improvements in Account 415.40.4219.65515 – 419002.
For Action

V. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VII. ADJOURNMENT
Administration and Public Works Committee Meeting
Minutes of January 28, 2019
James C. Lytle Council Chambers – 6:00 p.m.
Lorraine H. Morton Civic Center

MEMBERS PRESENT: C. Fleming, T. Suffredin, R. Rue Simmons, A. Rainey (arrived at 6:10pm), P. Braithwaite (arrived at 6:18pm)


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 6:08p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JANUARY 14, 2019

The Minutes of the January 14, 2019 A&PW meeting were approved unanimously 3-0.

III. CONSENT CALENDAR

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

(A1) Payroll – December 24, 2018 through January 06, 2018 $ 2,993,970.11
For Action

(A2) Bills List – January 29, 2019 FY 18 $ 2,159,324.72
Bills List – January 29, 2019 FY 19 $ 438,346.36

BMO Credit Card Activity – Period Ending October 26, 2018 (without Amazon) $ 182,884.62
For Action

(A5) Extension of Intergovernmental Agreement for 2019 Refuse Disposal Fees to Solid Waste Agency of Northern Cook County
Staff recommends that City Council authorize the City Manager to execute an extension of the intergovernmental agreement for 2019 refuse disposal fees to Solid Waste Agency of Northern Cook County (SWANCC) in the not to exceed
amount of $750,000 for operations and maintenance transfer fees. Funding will be provided by the Solid Waste Fund (Account 520.40.4310.62405), which has a budget of $750,000 for FY2019.

For Action

(A6) Approval of Estimated Annual User Charge for 2019 with the Metropolitan Water Reclamation District of Greater Chicago for Disposal of Sludge
Staff recommends City Council approval of the estimated annual user charge for 2019 with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for disposal of sludge generated as part of the water treatment process in the amount $154,304.18. Four payments of $38,576.05 will be made beginning in February 2019 and ending November 2019. Funding for this work will be from the Water Fund (Account 510.40.4220.62420). This account has a budget of $339,000.00 allocated for MWRDGC sludge disposal fees.

For Action

(A7) Agreement with Harris Computer Systems for Harris NorthStar Utility Billing Software
Staff recommends that City Council authorize the City Manager to execute a renewal of the annual sole source maintenance and support agreement for the term March 1, 2019 through November 30, 2019 with Harris Computer Systems (1 Antares Drive, Suite 400, Ottawa, Ontario) for Harris NorthStar Utility Billing software, in the amount of $35,767.39. Funding for this purchase will be from Water Fund (Account 510.40.4225.62340), which has an allocation of $45,000.00 for this item.

For Action

(A10) Resolution 8-R-19, Authorizing Construction on Illinois State Highways for Years 2019 and 2020
Staff recommends City Council adopt Resolution 8-R-19, authorizing construction on Illinois state highways for years 2019 and 2020.

For Action

(A11) Resolution 6-R-19, Approving Release of City Council Closed Session Minutes
Staff recommends City Council adopt Resolution 6-R-19, releasing certain closed session meeting minutes and finding that a need still exists for confidentiality as to other minutes. The City is furthering its efforts to provide access to information and openness in government through the appropriate release of closed session minutes of the City Council.

For Action

(A14) Resolution 7-R-19, Expressing Official Intent Regarding Expenditures from the Funds of the City of Evanston to be Reimbursed from Proceeds of Obligations to be Issued by the City of Evanston
Staff recommends City Council adoption of Resolution 7-R-19, authorizing payments relating to FY 2019 Capital Improvement Plan (C.I.P.) project
expenditures up to $31,360,000 be reimbursed by the subsequent 2019 General Obligation (G.O.) bond issuance.

For Action
Ald. Fleming moved to recommend City Council approval of the consent agenda, seconded by Ald. Suffredin.

The Committee voted unanimously 4-0* to approve the consent agenda.
*Ald. Rainey arrived at 6:10pm.

IV. ITEMS FOR CONSIDERATION

(A4) Purchase of Ten Vehicles for Operations in the Police Department, Fire Department and Facilities Management

Staff recommends City Council approval of the purchase of ten (10) vehicles for operations in the Police Department, Fire Department and Facilities Management. The following vehicles will be purchased: five (5) 2019 Ford Explorer SUVs, one (1) 2019 Ford Taurus Sedan and one (1) 2019 Ford Transit Full Sized Van from Currie Motors Fleet (10125 W. Laraway, Frankfort, IL 60423) in the amount of $213,051.00; and two (2) 2019 Ford Expedition SUVs and one (1) 2019 Ford Transit Connect Cargo Van will be purchased from Kunes Country Ford of Antioch (104 Route 173 W. Antioch, IL 60002) in the amount of $102,567.00. Funding for the vehicles will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $315,618.00, which has a budgeted amount of $1,622,977. This expenditure represents 19.4% of this budgeted amount.

For Action
Ald. Fleming moved to recommend City Council approval of the purchase of ten (10) vehicles for operations in the Police Department, Fire Department and Facilities Management: five (5) 2019 Ford Explorer SUVs, one (1) 2019 Ford Taurus Sedan and one (1) 2019 Ford Transit Full Sized Van from Currie Motors Fleet in the amount of $213,051.00; and two (2) 2019 Ford Expedition SUVs and one (1) 2019 Ford Transit Connect Cargo Van will be purchased from Kunes Country Ford of Antioch in the amount of $102,567.00, seconded by Ald. Rainey.

At Ald. Rue Simmons’ inquiry, Fleet and Facilities Division Manager Sean Ciolek discussed the purchases and the process for placing vehicles out of service. The purchases will replace vehicles in Police and Fire because of the wear and tear and critical nature of those vehicles. He noted that each hour of vehicle idling is the equivalent of 30 miles, which adds up over time.

Fleet and Facilities Division Manager Ciolek explained that each year the Parks, Recreation and Community Services (PRCS) Department leases vans for beach staff to maintain and service the beaches and parks. The vehicles scheduled to be taken out of service from Police were used heavily in the beginning of their warranty period and will be repurposed for PRCS use.
He noted that without the vehicle purchases the old vehicles would not provide reliable service. One vehicle will replace the current Fire Battalion Chief’s vehicle that carries supplies and materials for emergency calls. The Expedition purchase is for Police Evidence Technicians who transport various supplies to crime scenes.

Ald. Fleming would like to revisit the policy on vehicle idling with the Police and Fire Chiefs.

At Ald. Suffredin’s inquiry, Fleet and Facilities Division Manager Ciolek explained that in-house repairs are calculated using a software that logs labor and materials to determine cost. Work capacity and warranty also determines whether vehicles are repaired in-house or outsourced. Ald. Rue Simmons asked for a breakdown of in-house cost versus vendor cost.

The Committee voted unanimously 5-0* to approve the purchases.
*Ald. Braithwaite arrived at 6:18p.m.

(A3) BMO Amazon Credit Card Activity
   Period Ending October 26, 2018 $ 14,154.98
   For Action
   Ald. Rue Simmons moved to recommend approval of the BMO Amazon credit card activity for the period ending October 26, 2018 in the amount of $14,154.98, seconded by Ald. Fleming.
   The Committee voted unanimously 4-0 with Ald. Suffredin abstaining to approve the credit activity.

(A8) Contract with CDM Smith Inc. for the Water Plant Evaluation
   Staff recommends City Council authorize the City Manager to execute a contract for the Water Plant Evaluation (RFP 18-55) with CDM Smith Inc. (125 South Wacker, Suite 700, Chicago, IL 60606) in the amount of $191,653.00. Funding for the study will be provided from the Water Fund (Account 510.40.4200.62180). This account has a budget of $200,000.00 in FY 2019, all of which is remaining.
   For Action
   Ald. Braithwaite moved to recommend City Council authorize the City Manager to execute a contract for the Water Plant Evaluation (RFP 18-55) with CDM Smith Inc. in the amount of $191,653.00, seconded by Ald. Rainey.
   The Committee voted unanimously 5-0 to approve the contract.

(A9) Contract with The Ogni Group for Sherman Plaza Garage Lighting Upgrade
   Staff recommends City Council authorize the City Manager to execute a contract for the Sherman Plaza Garage Lighting Upgrade with The Ogni Group, (140 East Commercial Street, Suite 1, Wood Dale, IL) in the amount of $334,618.00. Funding is available from the Parking Fund (Account No. 505.19.7005.65515 – 618001), which has a budget of $650,000, all of which is remaining.
For Action
Ald. Fleming moved to recommend City Council authorize the City Manager to execute a contract for the Sherman Plaza Garage Lighting Upgrade with The Ogni Group in the amount of $334,618.00, seconded by Ald. Rainey.

At Ald. Braithwaite’s inquiry, Assistant City Manager Erika Storlie explained that the current light fixtures in the garage were installed in 2013 and are no longer available due to rapidly changing technology. As a result the garage has lost 20% of its total lighting. Existing fixtures are being moved from different areas of the garage to meet the lighting needs. Also, the installation of new cameras in the coming months there is a sense of urgency to ensure they function appropriately.

Every ceiling and wall mounted light fixture will be replaced by a new LED light fixture, providing substantially more light than the current fixtures with the same amount of energy.

At Ald. Rainey’s inquiry, Assistant City Manager Storlie confirmed the Sherman Plaza Condo Association will share a portion of the cost with the City. She will provide the total amount as well as the calculated savings of this project to the Committee before the full Council meeting.

The Committee voted 4-1 with Ald. Suffredin opposed to approval of the contract.

Staff recommends City Council adoption of Resolution 9-R-18 authorizing the City of Evanston to issue a settlement payment pursuant to a settlement agreement and release in Lawrence Crosby v. City of Evanston, et al. (Case No. 16-L010029). Funding will be from the Insurance Fund.

For Action
Ald. Rainey moved to recommend City Council adoption of Resolution 9-R-18 authorizing the City of Evanston to issue a settlement payment pursuant to a settlement agreement and release in Lawrence Crosby v. City of Evanston, et al. (Case No. 16-L010029), seconded by Ald. Suffredin.

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

(A13) Resolution 2-R-19, Grant Agreement with AMITA Saint Francis Hospital to Receive Funding for the Mobile Integrated Healthcare Program
Staff recommends that the City Council adopt Resolution 2-R-19, authorizing the City Manager to execute a grant agreement with AMITA Saint Francis Hospital to receive funding for a Mobile Integrated Healthcare/Community Paramedic Program.

For Action
Ald. Suffredin moved to recommend City Council adopt Resolution 2-R-19, authorizing the City Manager to execute a grant agreement with AMITA
Saint Francis Hospital to receive funding for a Mobile Integrated Healthcare/Community Paramedic Program, seconded by Ald. Rainey.

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

V. ITEMS FOR DISCUSSION

(APW1) Grant Writing in the City Clerk’s Office

At the January 14, 2019 Administration & Public Works meeting, the Committee discussed a purchase made by the Clerk’s office for assistance with Grant writing. It was requested this matter return to the next Committee meeting for further discussion.

For Discussion
City Clerk Devon Reid explained that the Clerk’s Office is applying for grants up to $25,000 related to civic engagement and civic coding programs. The City was unable to attain the necessary forms during government shutdown to complete the applications. He will return to the next meeting with a memo detailing the status of the grants.

VI. COMMUNICATIONS

Ald. Fleming made a referral to staff to present a policy on idling City vehicles.

VII. ADJOURNMENT

Ald. Fleming moved to adjourn the meeting, seconded by Ald. Suffredin. The meeting was adjourned at 6:33pm.

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: February 7, 2019

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

Summary:
Payroll – January 07, 2019 through January 20, 2019 $ 2,923,625.63
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – February 12, 2019 FY 18 $ 690,623.58
General Fund Amount – Bills list $ 174,938.29

Bills List – February 12, 2019 FY 19 $ 3,393,957.69
General Fund Amount – Bills list $ 318,794.32

TOTAL AMOUNT OF BILLS LIST & PAYROLL $ 7,008,206.90

*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.

Credit Card Activity – Period Ending November 26, 2018
BMO $ 154,991.78

Attachments:
Bills List
Credit Card Transactions for Period Ending November 26, 2018
### CITY OF EVANSTON

**BILLS LIST**

**PERIOD ENDING 02.12.2019 FY 2018**

**100 GENERAL FUND**

- **100 GENERAL SUPPORT**
  - 41340 DIRECTOR, ILLINOIS STATE POLICE
    - SEIZED FUNDS - 18-4819
      - OVERPAID WHEEL TAX
      - OVERPAID WHEEL TAX - BENEFIT CARD
      - DUPLICATE WHEEL TAX PAYMENT
      - WHEEL TAX REFUND - NOT REGISTERED TO EVANSTON
      - WHEEL TAX REFUND
  - 41340 DIRECTOR, ILLINOIS STATE POLICE
    - SEIZED FUNDS - 18-864
      - OVERPAID WHEEL TAX
      - OVERPAID WHEEL TAX PERMIT/VP
      - DUPLICATE WHEEL TAX PAYMENT
      - OVERPAID PET TAG

**1560 REVENUE & COLLECTIONS**

- 52010 ANN M. RHOMBERG
  - OVERPAID WHEEL TAX
  - WHEEL TAX OVERPAYMENT
- 52010 EDWARD WEBER
  - PERMIT - DID NOT WANT
  - WHEEL TAX OVERPAYMENT
- 52010 ANNA K. BOEKSTEGEN
  - OVERPAID WHEEL TAX - BENEFIT CARD
- 52010 JEFF HOFFORD
  - OVERPAID WHEEL TAX
- 52010 GREGORY JEFSON
  - OVERPAID WHEEL TAX
- 52010 JAMES ANDERSON
  - OVERPAID WHEEL TAX
- 52010 ANNE GELMAN
  - OVERPAID WHEEL TAX/PERMIT/VP
- 52010 ELIZABETH N. BRIGHAM
  - DUPLICATE WHEEL TAX PAYMENT
- 52010 HANNAH & JOHN MCINNIS
  - OVERPAID WHEEL TAX - BENEFIT CARD
- 52010 STELLA BRANDO
  - OVERPAID WHEEL TAX - BENEFIT CARD
- 52010 DAVID CHAUNGB
  - OVERPAID WHEEL TAX
- 52010 BRADLEY HARRIS
  - OVERPAID WHEEL TAX
- 52010 BRENT HARDERS
  - WHEEL TAX REFUND - NOT REGISTERED TO EVANSTON
- 52010 ANNE REUSCHE
  - WHEEL TAX REFUND

**1560 REVENUE & COLLECTIONS Total**

- **1575 PURCHASING**
  - 65095 OFFICE DEPOT
    - OFFICE SUPPLIES
- **1575 PURCHASING Total**

**1705 LEGAL ADMINISTRATION**

- 62130 PACER SERVICE CENTER
  - COURT ELECTRONIC RECORDS
- 65010 WOLTERS KLUWER LEGAL & REGULATORY U.S.
  - LEGAL BOOKS

**1705 LEGAL ADMINISTRATION Total**

- **1932 INFORMATION TECHNOLOGY DIVI.**
  - 64505 COMCAST CABLE
    - *COMMUNICATION CHARGES*
- **1932 INFORMATION TECHNOLOGY DIVI. Total**

**2205 POLICE ADMINISTRATION**

- 64005 COMED
  - ELECTRIC BILL - CAMERAS
- **2205 POLICE ADMINISTRATION Total**

**2315 FIRE SUPPRESSION**

- 62295 DJS SCUBA LOCKER, INC.
  - DIVE TRAINING
  - DIVE GEAR MAINTENANCE
- **2315 FIRE SUPPRESSION Total**

**2435 FOOD AND ENVIRONMENTAL HEALTH**

- 62490 ROSE PEST SOLUTIONS
  - EXTERIOR RODENT CONTROL STATIONS
- 62494 ILLINOIS STATE POLICE
  - BACKGROUND CHECK SERVICES - HOME DAY CARE

**2435 FOOD AND ENVIRONMENTAL HEALTH Total**

- **3010 REC. BUSINESS & FISCAL MGMT**
  - 65095 OFFICE DEPOT
    - OFFICE SUPPLIES
- **3010 REC. BUSINESS & FISCAL MGMT Total**

**3025 PARK UTILITIES**

- 64005 COMED
  - UTILITIES: COMED
  - UTILITIES: DYNEGY
- 64005 DYNEGY
  - UTILITIES: DYNEGY
- 64015 NICOR
  - UTILITIES: NICOR

**3025 PARK UTILITIES Total**

- **3030 CROWN COMMUNITY CENTER**
  - 64005 DYNEGY
    - UTILITIES: DYNEGY
- **3030 CROWN COMMUNITY CENTER Total**

**3035 CHANDLER COMMUNITY CENTER**

- 62375 EVANSTON TOWNSHIP HIGH SCHOOL
  - FIELD HOUSE RENTAL FOR TENNIS CLASSES
- 62506 NORTHWESTERN UNIVERSITY
  - WORK STUDY PROGRAM
- 64005 DYNEGY
  - UTILITIES: DYNEGY

**3035 CHANDLER COMMUNITY CENTER Total**

- **3040 FLEETWOOD JOURDAIN COM CT**
  - 62490 BREnda TAYLOR
    - SENIORS CHRISTMAS LUNCHEON
  - 64005 DYNEGY
    - UTILITIES: DYNEGY

**3040 FLEETWOOD JOURDAIN COM CT Total**

- **3045 FLEETWOOD/JOURDAIN THEATRE**
  - 62210 QUARTET COPIES
    - PRINTING FOR 2018 SUMMER SEASON, CARDS AND COUPONS

**3045 FLEETWOOD/JOURDAIN THEATRE Total**

- **3055 LEVY CENTER SENIOR SERVICES**
  - 62695 303 TAXI
    - TAXI COUPON REIMBURSEMENT
  - 64005 DYNEGY
    - UTILITIES: DYNEGY
  - 66461 ENCORE ILLINOIS, NFP
    - AGING WELL CONFERENCE

**3055 LEVY CENTER SENIOR SERVICES Total**

**1,950.64**

**589.30**

**833.50**

**297.23**

**589.30**

**13,292.31**

**13,292.31**

**2,052.97**

**2,052.97**

**28,691.00**

**173.00**

**29,049.00**

**26,040.00**

**62.09**

**62.09**

**3,115.75**

**3,115.75**

**3,374.77**

**3,374.77**

**4,344.32**

**2,170.82**

**2,170.82**

**682.61**

**682.61**

**6,066.00**

**4,384.87**

**10,650.87**
<table>
<thead>
<tr>
<th>Code</th>
<th>Department</th>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3080</td>
<td>BEACHES</td>
<td>COST PERFORMANCE INDEX</td>
<td>99.85</td>
</tr>
<tr>
<td></td>
<td>BEACHES</td>
<td>TOTAL COST PERFORMANCE INDEX</td>
<td>99.85</td>
</tr>
<tr>
<td>3095</td>
<td>CROWN ICE RINK</td>
<td>62251 TOTAL MECHANICAL SOLUTIONS, LLC GYM HEAT AND STUDIO FAN MAINTENANCE</td>
<td>2,500.93</td>
</tr>
<tr>
<td></td>
<td>CROWN ICE RINK</td>
<td>64005 DYNEGY UTILITIES-DYNEGY OFFICE SUPPLIES</td>
<td>10,124.31</td>
</tr>
<tr>
<td></td>
<td>CROWN ICE RINK</td>
<td>65096 OFFICE DEPOT</td>
<td>61.88</td>
</tr>
<tr>
<td>3095</td>
<td>CROWN ICE RINK Total</td>
<td></td>
<td>12,687.12</td>
</tr>
<tr>
<td>3215</td>
<td>YOUTH ENGAGEMENT DIVISION</td>
<td>62490 EPACT NETWORK LTD DIGITAL HEALTH RECORD SYSTEM FOR PRCS SUMMER CAMP PARTICIPANTS</td>
<td>13,500.00</td>
</tr>
<tr>
<td>3215</td>
<td>YOUTH ENGAGEMENT DIVISION Total</td>
<td></td>
<td>13,500.00</td>
</tr>
<tr>
<td>3605</td>
<td>ECOLOGY CENTER</td>
<td>64005 DYNEGY UTILITIES-DYNEGY OFFICE SUPPLIES</td>
<td>436.33</td>
</tr>
<tr>
<td></td>
<td>ECOLOGY CENTER</td>
<td>65095 OFFICE DEPOT</td>
<td>56.93</td>
</tr>
<tr>
<td>3605</td>
<td>ECOLOGY CENTER Total</td>
<td></td>
<td>493.26</td>
</tr>
<tr>
<td>3710</td>
<td>NOYES CULTURAL ARTS CENTER</td>
<td>64005 DYNEGY UTILITIES-DYNEGY OFFICE SUPPLIES</td>
<td>1,201.00</td>
</tr>
<tr>
<td>3710</td>
<td>NOYES CULTURAL ARTS CENTER Total</td>
<td></td>
<td>1,201.00</td>
</tr>
<tr>
<td>3720</td>
<td>CULTURAL ARTS PROGRAMS</td>
<td>62506 NORTHWESTERN UNIVERSITY WORK STUDY OCTOBER-DECEMBER 2018</td>
<td>486.75</td>
</tr>
<tr>
<td>3720</td>
<td>CULTURAL ARTS PROGRAMS Total</td>
<td></td>
<td>486.75</td>
</tr>
<tr>
<td>4105</td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 RICHARD, MARTIN RESIDENTIAL PARKING PERMIT REFUND - EVS DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 VICTOR PALUMBO RESIDENTIAL PARKING PERMIT REFUND - NOT PART OF DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 ANTHONY VAUGHAN RESIDENTIAL PARKING PERMIT REFUND - NOT PART OF DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 ZAFRA LERMAN RESIDENTIAL PARKING PERMIT REFUND - NOT PART OF DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 CYNTHIA &amp; OMNIOBADIAN MEE PERMIT REFUND - NOT PART OF DISTRICT</td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 ROBERT &amp; SUSAN NORA RESIDENTIAL PARKING PERMIT REFUND - NOT PART OF DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 ROBERT E. WELSH RESIDENTIAL PARKING PERMIT REFUND</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 MICHAEL SEDINIAL RESIDENTIAL PARKING PERMIT REFUND</td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 ROBERT W MONTGOMERY RESIDENTIAL PARKING PERMIT REFUND</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 MITCH SANTIAGO RESIDENTIAL PARKING PERMIT REFUND</td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 DAVID HASSEARD RESIDENTIAL PARKING PERMIT REFUND</td>
<td>30.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 MARC J BRESLOW RESIDENTIAL PARKING PERMIT REFUND</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 FRANK ZOLTAN RESIDENTIAL PARKING PERMIT REFUND</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 MARV L MEYER RESIDENTIAL PARKING PERMIT REFUND</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 JOHN HAYES RESIDENTIAL PARKING PERMIT REFUND</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 EDWARD &amp; KATHERINE SCHAFFER PERMIT REFUND - EVS DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 LISA ROACH RESIDENTIAL PARKING PERMIT REFUND - NOT PART OF DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52130 ANDREW RAMONOS RESIDENTIAL PARKING PERMIT REFUND - NOT PART OF DISTRICT</td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 JOAN KYSER VISITOR PARKING PASS - NOT PART OF DISTRICT</td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 KATHLEEN FLAHERTY VISITOR PARKING PASS - NOT PART OF DISTRICT</td>
<td>4.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 JANET G. HOFFMAN OVERPAID WHEEL TAX/PERMIT/VP</td>
<td>16.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 ANDREA MARKOWICZ VISITOR PARKING PASS - NOT PART OF DISTRICT</td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 SHARIF AL NAJAR VISITOR PARKING PASS - NOT PART OF DISTRICT</td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 DAVID HUNT VISITOR PARKING PASS - NOT PART OF DISTRICT</td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 JAMES LASH VISITOR PARKING PASS - NOT PART OF DISTRICT</td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 ARTHUR CRAMPSTON VISITOR PARKING PASS - NOT PART OF DISTRICT</td>
<td>4.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 KING &amp; CHRISTINE NG OVERPAID WHEEL TAX/PERMIT/VP</td>
<td>16.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>52131 STEPHEN MICHAEL OVERPAID WHEEL TAX/PERMIT/VP</td>
<td>8.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>65020 SILK SCREEN EXPRESS, INC. 2018 AFSCME UNIFORM PURCHASE</td>
<td>439.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>65020 SILK SCREEN EXPRESS, INC. AFSCME UNIFORM PURCHASE</td>
<td>304.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>65020 SILK SCREEN EXPRESS, INC. AFSCME UNIFORM PURCHASE</td>
<td>301.00</td>
</tr>
<tr>
<td></td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>65020 SILK SCREEN EXPRESS, INC. UNIFORM PURCHASE</td>
<td>317.50</td>
</tr>
<tr>
<td>4105</td>
<td>PUBLIC WORKS AGENCY ADMIN Total</td>
<td></td>
<td>1,796.00</td>
</tr>
<tr>
<td>4300</td>
<td>ENVIRONMENTAL SERVICES</td>
<td>65020 SILK SCREEN EXPRESS, INC. UNIFORMS</td>
<td>1,201.00</td>
</tr>
<tr>
<td></td>
<td>ENVIRONMENTAL SERVICES Total</td>
<td></td>
<td>1,201.00</td>
</tr>
<tr>
<td>4330</td>
<td>GREENWAYS</td>
<td>62199 KOMPAN, INC. EQUIPMENT FOR EGGLESTON PARK</td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td>GREENWAYS</td>
<td>62199 HOWARD L. WHITE &amp; ASSOCIATES, INC. SOLE SOURCE PURCHASE LAKEFRONT PARK MEMORIAL BENCHES</td>
<td>8,317.00</td>
</tr>
<tr>
<td>4330</td>
<td>GREENWAYS Total</td>
<td></td>
<td>8,367.00</td>
</tr>
<tr>
<td>4510</td>
<td>STREET MAINTENANCE</td>
<td>62415 THELEN MATERIALS, LLC 2018 LEAF HAULING &amp; DISPOSAL</td>
<td>26,180.00</td>
</tr>
<tr>
<td></td>
<td>STREET MAINTENANCE</td>
<td>65055 ARROW ROAD CONSTRUCTION UPM COLD PATCH</td>
<td>1,253.74</td>
</tr>
<tr>
<td>4510</td>
<td>STREET MAINTENANCE Total</td>
<td></td>
<td>27,433.74</td>
</tr>
<tr>
<td>4520</td>
<td>TRAF. SIG. &amp; ST LIGHT MAINT</td>
<td>64006 COMED UTILITIES: COMED</td>
<td>18,377.73</td>
</tr>
<tr>
<td></td>
<td>TRAF. SIG. &amp; ST LIGHT MAINT</td>
<td>64007 COMED UTILITIES: COMED</td>
<td>36.59</td>
</tr>
<tr>
<td></td>
<td>TRAF. SIG. &amp; ST LIGHT MAINT</td>
<td>64007 COMED UTILITIES: COMED</td>
<td>7,957.16</td>
</tr>
<tr>
<td></td>
<td>TRAF. SIG. &amp; ST LIGHT MAINT</td>
<td>64008 COMED UTILITIES: COMED</td>
<td>1,221.47</td>
</tr>
<tr>
<td>4520</td>
<td>TRAF. SIG. &amp; ST LIGHT MAINT Total</td>
<td></td>
<td>28,854.44</td>
</tr>
<tr>
<td>4550</td>
<td>MAINT-SNOW &amp; ICE</td>
<td>65015 MORTON SALT 2018 BULK ROCK SALT PURCHASE</td>
<td>1,492.80</td>
</tr>
<tr>
<td>4550</td>
<td>MAINT-SNOW &amp; ICE Total</td>
<td></td>
<td>1,492.80</td>
</tr>
<tr>
<td>5300</td>
<td>ECON. DEVELOPMENT</td>
<td>62185 TESKA ASSOCIATES, INC. CENTRAL STREET/GREEN BAY SSA STUDY</td>
<td>820.00</td>
</tr>
<tr>
<td></td>
<td>ECON. DEVELOPMENT</td>
<td>65522 SCOTT PRESTANGEN</td>
<td>5,178.00</td>
</tr>
<tr>
<td></td>
<td>ECON. DEVELOPMENT</td>
<td>5300 ECON. DEVELOPMENT Total</td>
<td>5,988.00</td>
</tr>
<tr>
<td>100</td>
<td>GENERAL FUND Total</td>
<td></td>
<td>174,938.29</td>
</tr>
<tr>
<td>Account</td>
<td>Description</td>
<td>Project</td>
<td>Vendors</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>415</td>
<td>CAPITAL IMPROVEMENTS FUND</td>
<td>4117 2017 GO BOND ISSUANCE</td>
<td>CIVIC CENTER HVAC ARCHITECTURAL/ENGINEERING SRVCS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4118 2018 GO BOND CAPITAL</td>
<td>GRUMMAN/BUTKUS ASSOCIATES CIVIC CENTER HVAC ARCHITECTURAL/ENGINEERING SRVCS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>418021 2018 GO BOND CAPITAL</td>
<td>INTERRA, INC. MATERIAL TESTING SERVICES, RFP 17-02 TASK ORDER 4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>418021 2018 GO BOND CAPITAL</td>
<td>SHERIDAN RD-CHICAGO AVE. PHASE III ENG SRVCS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>418003 2018 GO BOND CAPITAL</td>
<td>INTERRA, INC. MATERIAL TESTING SERVICES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>418003 2018 GO BOND CAPITAL</td>
<td>HARDWARE, SOFTWARE AND PROFESSIONAL SRVCS.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>418003 2018 GO BOND CAPITAL</td>
<td>11,464.76</td>
</tr>
<tr>
<td>505</td>
<td>PARKING SYSTEM FUND</td>
<td>7005 PARKING SYSTEM MGT</td>
<td>62509 AUTOMATED PARKING TECHNOLOGIES PARKING GARAGE GENERAL OPERATIONS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7005 PARKING SYSTEM MGT</td>
<td>PARKING GARAGE SUPPLIES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7015 PARKING LOTS &amp; METERS</td>
<td>2018 NORTHWESTERN NORTHEASTERN GAME DAY REQUES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7015 PARKING LOTS &amp; METERS</td>
<td>2018 NORTHWESTERN GAME DAY REQUES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7025 CHURCH STREET GARAGE</td>
<td>62245 AUTOMATED PARKING TECHNOLOGIES CHURCH GARAGE - SKIDATA ITEMS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7025 CHURCH STREET GARAGE</td>
<td>62245 AUTOMATED PARKING TECHNOLOGIES PARKING GARAGE SUPPLIES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7025 CHURCH STREET GARAGE</td>
<td>UTILITIES-DYNEGY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7036 2008B BOND SHERMAN GARAGE</td>
<td>62245 AUTOMATED PARKING TECHNOLOGIES SHERMAN PARKING GARAGE SOFTWARE UPDATES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7036 2008B BOND SHERMAN GARAGE</td>
<td>SHERMAN PARKING GARAGE TECH UPDATES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7036 2008B BOND SHERMAN GARAGE</td>
<td>UTILITIES-DYNEGY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7036 2008B BOND SHERMAN GARAGE</td>
<td>SHERMAN PARKING GARAGE SKIDATA SUPPLIES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7037 MAPLE GARAGE</td>
<td>62245 AUTOMATED PARKING TECHNOLOGIES MAPLE PARKING GARAGE SOFTWARE UPDATES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7037 MAPLE GARAGE</td>
<td>MAPLE PARKING GARAGE SUPPLIES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7037 MAPLE GARAGE</td>
<td>UTILITIES-DYNEGY</td>
</tr>
<tr>
<td>510</td>
<td>WATER FUND</td>
<td>4210 PUMPING</td>
<td>64005 DYNEGY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4210 PUMPING</td>
<td>UTILITIES-DYNEGY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4220 FILTRATION</td>
<td>65070 HAWKINS PARTS FOR HYDRO INSTRUMENTS CHLORINE EQUIPMENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4220 FILTRATION</td>
<td>PARTS FOR HYDRO INSTRUMENTS CHLORINE EQUIPMENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4225 WATER OTHER OPERATIONS</td>
<td>62455 SEBIS DIRECT UTILITY BILL PRINT &amp; MAIL SERVICES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4225 WATER OTHER OPERATIONS</td>
<td>UTILITY BILL PRINT &amp; MAIL SERVICES</td>
</tr>
<tr>
<td>513</td>
<td>WATER DEPR IMPR &amp; EXTENSION FUND</td>
<td>7330 WATER FUND DEP. IMP. EXT</td>
<td>MATERIALLS TESTING TASK ORDER 2 AND 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7330 WATER FUND DEP. IMP. EXT</td>
<td>MATERIALLS TESTING TASK ORDER 2 AND 3</td>
</tr>
<tr>
<td>515</td>
<td>SEWER FUND</td>
<td>4530 SEWER MAINTENANCE</td>
<td>62415 G &amp; L CONTRACTORS, INC 2018 DEBRIS HAULING</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4530 SEWER MAINTENANCE</td>
<td>UTILITY BILL PRINT &amp; MAIL SERVICES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4530 SEWER MAINTENANCE</td>
<td>UTILITIES-DYNEGY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4530 SEWER MAINTENANCE</td>
<td>UTILITY BILL PRINT &amp; MAIL SERVICES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4530 SEWER MAINTENANCE</td>
<td>UTILITY BILL PRINT &amp; MAIL SERVICES</td>
</tr>
<tr>
<td>Code</td>
<td>Fund</td>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------</td>
<td>----------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>520</td>
<td>SOLID WASTE FUND</td>
<td>4310 RECYCLING AND ENVIRONMENTAL MAIN</td>
<td>2018 CONDO REFUSE COLLECTION CONTRACT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LAKESHORE RECYCLING SYSTEMS</td>
</tr>
<tr>
<td>520</td>
<td>SOLID WASTE FUND Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>600</td>
<td>FLEET SERVICES FUND</td>
<td>7710 FLEET MAINTENANCE</td>
<td>RUSSO POWER EQUIPMENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>STENSTROM PETROLEUM SERVICES GROUP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>REINDERS, INC.</td>
</tr>
<tr>
<td></td>
<td>FLEET MAINTENANCE Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>600</td>
<td>FLEET SERVICES FUND Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>601</td>
<td>EQUIPMENT REPLACEMENT FUND</td>
<td>7780 VEHICLE REPLACEMENTS</td>
<td>NISSAN MOTOR ACCEPTANCE CORP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>EJ EQUIPMENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>JX PETERBILT</td>
</tr>
<tr>
<td></td>
<td>EQUIPMENT REPLACEMENT FUND Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>601</td>
<td>EQUIPMENT REPLACEMENT FUND Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCOUNT NUMBER</td>
<td>SUPPLIER NAME</td>
<td>DESCRIPTION</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------</td>
<td>------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td>VARIOUS</td>
<td>PURCHASING CARD-NOV 2018</td>
<td>154,991.78</td>
</tr>
<tr>
<td></td>
<td>BMO</td>
<td></td>
<td>154,991.78</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>154,991.78</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>690,623.58</strong></td>
</tr>
</tbody>
</table>

PREPARED BY ___________________________ DATE ___________________________

REVIEWED BY __________________________ DATE ___________________________

APPROVED BY __________________________ DATE ___________________________
<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>100 GENERAL FUND</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>100 GENERAL SUPPORT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21630 EYE MED VISION CARE</td>
<td>EYEMED MONTHLY INVOICE</td>
<td>4,270.70</td>
</tr>
<tr>
<td>21640 METLIFE SMALL BUSINESS CENTER</td>
<td>METLIFE MONTHLY INVOICE</td>
<td>20,251.36</td>
</tr>
<tr>
<td>21640 GUARDIAN</td>
<td>GUARDIAN DENTAL MONTHLY INVOICE</td>
<td>18,302.04</td>
</tr>
<tr>
<td>41340 ROYAL ARMS INTERNATIONAL INC.</td>
<td>SPECIAL OPS SUPPLIES</td>
<td>415.00</td>
</tr>
<tr>
<td>41340 KIESLER POLICE SUPPLY, INC.</td>
<td>SPECIAL OPS - UNIT SHIELD</td>
<td>932.00</td>
</tr>
<tr>
<td><strong>100 GENERAL SUPPORT Total</strong></td>
<td></td>
<td>44,171.10</td>
</tr>
<tr>
<td><strong>130 CITY COUNCIL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>OFFICE SUPPLIES</td>
<td>80.76</td>
</tr>
<tr>
<td><strong>130 CITY COUNCIL Total</strong></td>
<td></td>
<td>80.76</td>
</tr>
<tr>
<td><strong>1505 CITY MANAGER</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>*COMMUNICATION CHARGES - JANUARY 2019</td>
<td>102.44</td>
</tr>
<tr>
<td><strong>1505 CITY MANAGER Total</strong></td>
<td></td>
<td>102.44</td>
</tr>
<tr>
<td><strong>1510 PUBLIC INFORMATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>SEASONAL HIRE FOR TRACEY O'MANN</td>
<td>2,767.19</td>
</tr>
<tr>
<td><strong>1510 PUBLIC INFORMATION Total</strong></td>
<td>OVERNIGHT SHIPPING CHARGES</td>
<td>16.87</td>
</tr>
<tr>
<td><strong>1560 REVENUE &amp; COLLECTIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61060 ACCOUNTING PRINCIPALS</td>
<td>SEASONAL HIRE FOR TRACEY O'MANN</td>
<td>2,767.19</td>
</tr>
<tr>
<td><strong>1560 REVENUE &amp; COLLECTIONS Total</strong></td>
<td>OVERNIGHT SHIPPING CHARGES</td>
<td>16.87</td>
</tr>
<tr>
<td><strong>1580 COMMUNITY ARTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66040 OFFICE DEPOT</td>
<td>OFFICE SUPPLIES</td>
<td>41.96</td>
</tr>
<tr>
<td><strong>1580 COMMUNITY ARTS Total</strong></td>
<td></td>
<td>41.96</td>
</tr>
<tr>
<td><strong>1705 LEGAL ADMINISTRATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>TEMPORARY PERSONNEL SERVICES - JANUARY 18, 2019</td>
<td>1,049.31</td>
</tr>
<tr>
<td><strong>1705 LEGAL ADMINISTRATION Total</strong></td>
<td></td>
<td>1,049.31</td>
</tr>
<tr>
<td><strong>1929 HUMAN RESOURCE DIVISION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62160 THEODORE POLYGRAPH SERVICE, INC.</td>
<td>EMPLOYMENT TESTING-THEODORE POLYGRAPH SERVICES</td>
<td>175.00</td>
</tr>
<tr>
<td>62509 ESPYR</td>
<td>EAP CONSULTING-EMPLOYEE SERVICES</td>
<td>550.73</td>
</tr>
<tr>
<td>62630 SEDGWICK, INC.</td>
<td>UNEMPLOYMENT COMP. &amp; ADMIN FEES-SEDGWICK, INC</td>
<td>1,400.00</td>
</tr>
<tr>
<td><strong>1929 HUMAN RESOURCE DIVISION Total</strong></td>
<td></td>
<td>2,225.70</td>
</tr>
<tr>
<td><strong>1932 INFORMATION TECHNOLOGY DIVI.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62295 DMITRY SHUB</td>
<td>*COMMUNICATION CHARGES - JANUARY 2019</td>
<td>331.52</td>
</tr>
<tr>
<td>64595 CALL ONE</td>
<td>*COMMUNICATION CHARGES - JANUARY 2019</td>
<td>10,869.61</td>
</tr>
<tr>
<td><strong>1932 INFORMATION TECHNOLOGY DIVI. Total</strong></td>
<td></td>
<td>11,201.13</td>
</tr>
<tr>
<td><strong>1941 PARKING ENFORCEMENT &amp; TICKETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62330 ERES RAPREE</td>
<td>BOOT REFUND</td>
<td>125.00</td>
</tr>
<tr>
<td><strong>1941 PARKING ENFORCEMENT &amp; TICKETS Total</strong></td>
<td></td>
<td>125.00</td>
</tr>
<tr>
<td><strong>1950 FACILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62225 COMCAST CABLE</td>
<td>COMMUNICATION CHARGES - JANUARY 2019</td>
<td>31.53</td>
</tr>
<tr>
<td>62225 COMCAST CABLE</td>
<td>COMMUNICATION CHARGES - JANUARY 2019</td>
<td>254.04</td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>2019 OUTDOOR WARNING SIGNAL SYSTEM PREVENTATIVE MAINTENANCE</td>
<td>2,970.00</td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>JANITORIAL SUPPLIES</td>
<td>349.98</td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>OFFICE SUPPLIES</td>
<td>2.85</td>
</tr>
<tr>
<td><strong>1950 FACILITIES Total</strong></td>
<td></td>
<td>4,108.40</td>
</tr>
<tr>
<td><strong>2128 EMERGENCY SOLUTIONS GRANT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>67110 CONNECTIONS FOR THE HOMELESS</td>
<td>ESG GRANT DISBURSEMENT FOR HOMELESS SERVICES</td>
<td>6,906.67</td>
</tr>
<tr>
<td><strong>2128 EMERGENCY SOLUTIONS GRANT Total</strong></td>
<td></td>
<td>6,906.67</td>
</tr>
<tr>
<td><strong>2205 POLICE ADMINISTRATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62210 THE PRINTED WORD, INC.</td>
<td>BUSINESS CARDS</td>
<td>60.00</td>
</tr>
<tr>
<td>62272 WILD CROW COMMUNICATION, INC.</td>
<td>PROFESSIONAL SERVICES - JANUARY 2019</td>
<td>340.00</td>
</tr>
<tr>
<td><strong>2205 POLICE ADMINISTRATION Total</strong></td>
<td></td>
<td>400.00</td>
</tr>
<tr>
<td><strong>2210 PATROL OPERATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65020 J. G. UNIFORMS, INC</td>
<td>UNIFORM - PROMOTION</td>
<td>332.65</td>
</tr>
<tr>
<td>65020 J. G. UNIFORMS, INC</td>
<td>UNIFORM - VEST</td>
<td>361.00</td>
</tr>
<tr>
<td><strong>2210 PATROL OPERATIONS Total</strong></td>
<td></td>
<td>1,293.95</td>
</tr>
<tr>
<td><strong>2215 CRIMINAL INVESTIGATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62380 CELLEBRITE USA, INC.</td>
<td>MEMBERSHIP FEES</td>
<td>3,700.00</td>
</tr>
<tr>
<td><strong>2215 CRIMINAL INVESTIGATION Total</strong></td>
<td></td>
<td>3,700.00</td>
</tr>
<tr>
<td><strong>2260 OFFICE OF ADMINISTRATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62265 CITY OF EVANSTON PETTY CASH</td>
<td>PETTY CASH - OFFICE OF ADMINISTRATION</td>
<td>193.04</td>
</tr>
<tr>
<td>62265 LEAKS, DENNIS</td>
<td>TRAINING/TRAVEL EXP - MANAGING THE MEDIA IN LAW ENFORCEMENT</td>
<td>350.00</td>
</tr>
<tr>
<td>65095 OFFICE DEPOT</td>
<td>OFFICE SUPPLIES-POLICE ADMINISTRATION</td>
<td>772.44</td>
</tr>
<tr>
<td><strong>2260 OFFICE OF ADMINISTRATION Total</strong></td>
<td></td>
<td>1,315.48</td>
</tr>
<tr>
<td><strong>2285 PROBLEM SOLVING TEAM</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62480 TRAUTMANN, LYNN</td>
<td>OFFICER &amp; GENTLEMAN KICKOFF - PHOTOGRAPHER</td>
<td>250.00</td>
</tr>
<tr>
<td><strong>2285 PROBLEM SOLVING TEAM Total</strong></td>
<td></td>
<td>250.00</td>
</tr>
<tr>
<td><strong>2291 PROPERTY BUREAU</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62770 LE MEDIWASTE SERVICES, INC.</td>
<td>MEDICAL WASTE REMOVAL</td>
<td>503.94</td>
</tr>
<tr>
<td>65125 DOLE'S FORENSIC SUPPLIES</td>
<td>FORENSICS SUPPLIES</td>
<td>276.06</td>
</tr>
<tr>
<td>65125 GRANGER, INC., W.W.</td>
<td>JANITORIAL SUPPLIES</td>
<td>141.12</td>
</tr>
<tr>
<td>65125 SIRCHIE FINGERPRINTS LABS INC.</td>
<td>FINGERPRINTING SUPPLIES</td>
<td>192.99</td>
</tr>
<tr>
<td>65125 EVIDENT INC.</td>
<td>EVIDENCE SUPPLIES</td>
<td>138.49</td>
</tr>
<tr>
<td><strong>2291 PROPERTY BUREAU Total</strong></td>
<td></td>
<td>1,251.44</td>
</tr>
<tr>
<td><strong>2295 BUILDING MANAGEMENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65040 SUPERIOR INDUSTRIAL SUPPLY</td>
<td>JANITORIAL SUPPLIES</td>
<td>250.15</td>
</tr>
<tr>
<td>65125 MARK VEND COMPANY</td>
<td>COFFEE CUPS</td>
<td>70.31</td>
</tr>
<tr>
<td><strong>2295 BUILDING MANAGEMENT Total</strong></td>
<td></td>
<td>320.46</td>
</tr>
<tr>
<td><strong>2305 FIRE MGT &amp; SUPPORT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65020 TODAY'S UNIFORMS INC.</td>
<td>UNIFORMS</td>
<td>4,764.63</td>
</tr>
<tr>
<td>65125 ARTISTIC ENGRAVING</td>
<td>RETIREMENT BADGES</td>
<td>666.72</td>
</tr>
<tr>
<td><strong>2305 FIRE MGT &amp; SUPPORT Total</strong></td>
<td></td>
<td>5,431.35</td>
</tr>
<tr>
<td><strong>2310 FIRE PREVENTION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62950 PHYSIO-CONTROL, INC.</td>
<td>EPCR SUPPORT</td>
<td>93.80</td>
</tr>
<tr>
<td><strong>2310 FIRE PREVENTION Total</strong></td>
<td></td>
<td>93.80</td>
</tr>
<tr>
<td>Account</td>
<td>Description</td>
<td>Vendor</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>--------</td>
</tr>
<tr>
<td>2215</td>
<td>FIRE SUPPRESSION</td>
<td>MEDICAL OXYGEN</td>
</tr>
<tr>
<td>2215</td>
<td>FIRE SUPPRESSION Total</td>
<td></td>
</tr>
<tr>
<td>2435</td>
<td>FOOD AND ENVIRONMENTAL HEALTH</td>
<td>DEMOLITION SITE STATION SERVICES - 1720 DODGE</td>
</tr>
<tr>
<td>2435</td>
<td>FOOD AND ENVIRONMENTAL HEALTH Total</td>
<td></td>
</tr>
<tr>
<td>3030</td>
<td>CROWN COMMUNITY CENTER</td>
<td>JANITORIAL SUPPLIES</td>
</tr>
<tr>
<td>3030</td>
<td>CROWN COMMUNITY CENTER Total</td>
<td></td>
</tr>
<tr>
<td>3040</td>
<td>FLEETWOOD JOURDAIN COM CT</td>
<td>VOLLEYBALL INSTRUCTOR FOR THE WINTER CLINIC</td>
</tr>
<tr>
<td>3040</td>
<td>FLEETWOOD JOURDAIN COM CT Total</td>
<td></td>
</tr>
<tr>
<td>3055</td>
<td>LEVY CENTER SENIOR SERVICES</td>
<td>WHITE ENVELOPES OMBUDSMAN MAILING</td>
</tr>
<tr>
<td>3055</td>
<td>LEVY CENTER SENIOR SERVICES Total</td>
<td></td>
</tr>
<tr>
<td>3100</td>
<td>SPORTS LEAGUES</td>
<td>BASEBALL/SOFTBALL</td>
</tr>
<tr>
<td>3100</td>
<td>SPORTS LEAGUES Total</td>
<td></td>
</tr>
<tr>
<td>3130</td>
<td>SPECIAL RECREATION</td>
<td>BASKETBALL JERSEYS</td>
</tr>
<tr>
<td>3130</td>
<td>SPECIAL RECREATION Total</td>
<td></td>
</tr>
<tr>
<td>3225</td>
<td>GIBBS-MORRISON CULTURAL CENTER</td>
<td>COMPRESSOR MAINTENANCE</td>
</tr>
<tr>
<td>3225</td>
<td>GIBBS-MORRISON CULTURAL CENTER Total</td>
<td></td>
</tr>
<tr>
<td>3710</td>
<td>NOYES CULTURAL ARTS CENTER</td>
<td>MONTHLY PEST CONTROL SERVICES</td>
</tr>
<tr>
<td>3710</td>
<td>NOYES CULTURAL ARTS CENTER Total</td>
<td></td>
</tr>
<tr>
<td>4105</td>
<td>PUBLIC WORKS AGENCY ADMIN</td>
<td>ROW PERMIT REFUND - WINTER FEE FOR STREET</td>
</tr>
<tr>
<td>4105</td>
<td>PUBLIC WORKS AGENCY ADMIN Total</td>
<td></td>
</tr>
<tr>
<td>4520</td>
<td>TRAF. SIG. &amp; ST LIGHT MAINT</td>
<td>HONORARY STREET NAMES</td>
</tr>
<tr>
<td>4520</td>
<td>TRAF. SIG. &amp; ST LIGHT MAINT Total</td>
<td></td>
</tr>
<tr>
<td>4550</td>
<td>MAINT-SNOW &amp; ICE</td>
<td>SNOW EMERGENCY - JAN 20-21, 2019</td>
</tr>
<tr>
<td>4550</td>
<td>MAINT-SNOW &amp; ICE Total</td>
<td></td>
</tr>
</tbody>
</table>

**BILLS LIST**

PERIOD ENDING 02.12.2019 FY 2019

CITY OF EVANSTON
| 62451 | FRANCISCO DE JESUS DBA PONCH TOWING | SNOW EMERGENCY - JAN 20-21, 2019 | 1,720.00 |
| 62451 | FRANCISCO DE JESUS DBA PONCH TOWING | SNOW EMERGENCY - JAN 26-27, 2019 | 1,720.00 |
| 62451 | FREEDOM TOWING, INC. | SNOW EMERGENCY - JAN 20-21, 2019 | 680.00 |
| 62451 | FREEDOM TOWING, INC. | SNOW EMERGENCY - JAN 26-27, 2019 | 1,720.00 |
| 62451 | T-BONE TOWING | SNOW EMERGENCY - JAN 20-21, 2019 | 1,720.00 |
| 62451 | T-BONE TOWING | SNOW EMERGENCY - JAN 26-27, 2019 | 1,720.00 |
| 62451 | ALPHA CARRIER EXPERTS, INC. | SNOW EMERGENCY - JAN 20-21, 2019 | 5,100.00 |
| 62451 | ALPHA CARRIER EXPERTS, INC. | SNOW EMERGENCY - JAN 26-27, 2019 | 5,100.00 |
| 62451 | MOBILE TRANSPORT, LLC | SNOW EMERGENCY - JAN 20-21, 2019 | 1,720.00 |
| 62451 | MOBILE TRANSPORT, LLC | SNOW EMERGENCY - JAN 26-27, 2019 | 1,720.00 |
| 62451 | FRANKSA TOWING | SNOW EMERGENCY - JAN 20-21, 2019 | 1,720.00 |
| 62451 | FRANKSA TOWING | SNOW EMERGENCY - JAN 26-27, 2019 | 1,720.00 |
| 62490 | TEPIC LANDSCAPING, INC. | SNOW REMOVAL AND SALT FOR JANUARY 2019 | 760.00 |
| 5005 | NSP-GENERAL ADMINISTRATION | SNOW REMOVAL AND SALT FOR JANUARY 2019 | 760.00 |

**100 GENERAL FUND Total**

316,794.32

**195 NEIGHBORHOOD STABILIZATION FUND Total**

760.00

**205 EMERGENCY TELEPHONE (E911) FUND Total**

370.87

**250 AFFORDABLE HOUSING FUND Total**

380.00

**505 PARKING SYSTEM FUND Total**

219,443.81

**510 WATER FUND Total**

10,282.00

**515 SEWER FUND Total**

2,500.00

**600 FLEET SERVICES FUND Total**

1,137.91

| 65015 | HERITAGE CRYSTAL CLEAN ANTIFREEZE AND CHEMICALS |  | 696.72 |
| 65035 | GAS DEPOT INC. VEHICLE FUEL JANUARY - JULY 2019 |  | 45,816.94 |

**38 of 385**
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6500</td>
<td>BUCK BROTHERS, INC. WIPER BLADE PARTS</td>
<td></td>
<td></td>
<td>387.55</td>
</tr>
<tr>
<td>6500</td>
<td>FLUK COMPANY FLANGE BEARINGS</td>
<td></td>
<td></td>
<td>295.23</td>
</tr>
<tr>
<td>6500</td>
<td>GROVER WELDING COMPANY VEHICLE #514 HOPPER REPAIR</td>
<td></td>
<td></td>
<td>103.20</td>
</tr>
<tr>
<td>6500</td>
<td>INTERSTATE BATTERY OF NORTHERN CHICAGO BATTERIES</td>
<td></td>
<td></td>
<td>166.94</td>
</tr>
<tr>
<td>6500</td>
<td>LANE/COLLINS C.V. JOINTS INC. SHAFT F350 FRONT</td>
<td></td>
<td></td>
<td>296.00</td>
</tr>
<tr>
<td>6500</td>
<td>LEACH ENTERPRISES, INC. BRAKE KITS</td>
<td></td>
<td></td>
<td>1,010.48</td>
</tr>
<tr>
<td>6500</td>
<td>LEACH ENTERPRISES, INC. DUST SHIELD</td>
<td></td>
<td></td>
<td>55.95</td>
</tr>
<tr>
<td>6500</td>
<td>LEACH ENTERPRISES, INC. WASHER SOLVENT</td>
<td></td>
<td></td>
<td>101.05</td>
</tr>
<tr>
<td>6500</td>
<td>MOTION INDUSTRIES INC. HIGH VOLUME BALL BEARINGS</td>
<td></td>
<td></td>
<td>750.07</td>
</tr>
<tr>
<td>6500</td>
<td>NORTH SHORE TOWING TOW &amp; HOOK HEAVY DUTY</td>
<td></td>
<td></td>
<td>550.00</td>
</tr>
<tr>
<td>6500</td>
<td>RUSSOPOWER EQUIPMENT SNOW CONTROL PENDANT WITH AUXILIARY OUTPUT</td>
<td></td>
<td></td>
<td>722.04</td>
</tr>
<tr>
<td>6500</td>
<td>SES INC. BATTERIES</td>
<td></td>
<td></td>
<td>91.12</td>
</tr>
<tr>
<td>6500</td>
<td>TERMINAL SUPPLY CO. FLAT WASHERS</td>
<td></td>
<td></td>
<td>37.76</td>
</tr>
<tr>
<td>6500</td>
<td>VERMEER MIDWEST TENSIONER</td>
<td></td>
<td></td>
<td>233.29</td>
</tr>
<tr>
<td>6500</td>
<td>VERMEER MIDWEST TRACTOR FAN RETURN</td>
<td></td>
<td></td>
<td>-122.11</td>
</tr>
<tr>
<td>6500</td>
<td>DRIVE TRAIN SERVICE &amp; COMPONENTS INC.</td>
<td></td>
<td></td>
<td>1,868.32</td>
</tr>
<tr>
<td>6500</td>
<td>GLOBAL EMERGENCY PRODUCTS, INC. GAS SPRING PIVOT</td>
<td></td>
<td></td>
<td>133.10</td>
</tr>
<tr>
<td>6500</td>
<td>GLOBAL EMERGENCY PRODUCTS, INC. IDLER PULLEY</td>
<td></td>
<td></td>
<td>97.96</td>
</tr>
<tr>
<td>6500</td>
<td>GLOBAL EMERGENCY PRODUCTS, INC. SEAT CUSHION BOTTOM</td>
<td></td>
<td></td>
<td>880.67</td>
</tr>
<tr>
<td>6500</td>
<td>GLOBAL EMERGENCY PRODUCTS, INC. TENSIONER ASSEMBLY</td>
<td></td>
<td></td>
<td>533.39</td>
</tr>
<tr>
<td>6500</td>
<td>GLOBAL EMERGENCY PRODUCTS, INC. VEHICLE LIGHTS</td>
<td></td>
<td></td>
<td>73.87</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD CORE EXCHANGERS</td>
<td></td>
<td></td>
<td>273.92</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD GASKETS CONNECTORS AND V-BELTS</td>
<td></td>
<td></td>
<td>546.01</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD INJECTOR MAINTENANCE</td>
<td></td>
<td></td>
<td>144.00</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD NUTS, BOLTS, GASKETS AND SCREENS</td>
<td></td>
<td></td>
<td>689.71</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD SENSORS</td>
<td></td>
<td></td>
<td>167.13</td>
</tr>
<tr>
<td>6500</td>
<td>GLOBAL EMERGENCY PRODUCTS, INC. SOCKET ASSEMBLY</td>
<td></td>
<td></td>
<td>252.23</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD SPACER</td>
<td></td>
<td></td>
<td>140.94</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD SWITCH ASSEMBLY</td>
<td></td>
<td></td>
<td>18.09</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD TUBE ASSEMBLY</td>
<td></td>
<td></td>
<td>-119.81</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD U-BOLTS AND NUTS</td>
<td></td>
<td></td>
<td>159.78</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD VEHICLE LIGHTS</td>
<td></td>
<td></td>
<td>549.93</td>
</tr>
<tr>
<td>6500</td>
<td>GOLF MILL FORD WIPER BLADE PARTS</td>
<td></td>
<td></td>
<td>44.24</td>
</tr>
<tr>
<td>6500</td>
<td>SUBURBAN ACCENTS, INC. AMBULANCE GRAPHICS AND LETTERING</td>
<td></td>
<td></td>
<td>400.00</td>
</tr>
<tr>
<td>6500</td>
<td>LAWSON PRODUCTS, INC. VEHICLE HAND PAD</td>
<td></td>
<td></td>
<td>14.80</td>
</tr>
<tr>
<td>6500</td>
<td>CHICAGO PARTS &amp; SOUND, LLC TRANSMISSION FLUID</td>
<td></td>
<td></td>
<td>311.05</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER AIR FILTER</td>
<td></td>
<td></td>
<td>62.28</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER BATTERIES</td>
<td></td>
<td></td>
<td>120.00</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER FILTERS</td>
<td></td>
<td></td>
<td>365.99</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER HYDRAULIC HOSES</td>
<td></td>
<td></td>
<td>59.75</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER MINI HALOGEN LIGHTS</td>
<td></td>
<td></td>
<td>22.05</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER ROLL HEAT HOSE</td>
<td></td>
<td></td>
<td>71.50</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER SCREW CLAMPS</td>
<td></td>
<td></td>
<td>26.40</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER SPLIT LOCK</td>
<td></td>
<td></td>
<td>14.50</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER TRAILER CONNECTOR</td>
<td></td>
<td></td>
<td>26.18</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER TRAILER END AND CONNECTOR</td>
<td></td>
<td></td>
<td>56.70</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER WINTER WIPER BLADES</td>
<td></td>
<td></td>
<td>128.80</td>
</tr>
<tr>
<td>6500</td>
<td>THE CHEVROLET EXCHANGE FLOWING PARTS</td>
<td></td>
<td></td>
<td>620.00</td>
</tr>
<tr>
<td>6500</td>
<td>THE CHEVROLET EXCHANGE SAFETY PLUGGING PARTS</td>
<td></td>
<td></td>
<td>1,652.08</td>
</tr>
<tr>
<td>6500</td>
<td>THE CHEVROLET EXCHANGE VEHICLE LIGHTS</td>
<td></td>
<td></td>
<td>826.88</td>
</tr>
<tr>
<td>6500</td>
<td>RUSH TRUCK CENTERS OF ILLINOIS, INC. FAN, PULLEYS AND CLAMP HEAT EXCHANGER</td>
<td></td>
<td></td>
<td>494.69</td>
</tr>
<tr>
<td>6500</td>
<td>RUSH TRUCK CENTERS OF ILLINOIS, INC. MODULE PARTICULATE FILTER</td>
<td></td>
<td></td>
<td>1,050.00</td>
</tr>
<tr>
<td>6500</td>
<td>RUSH TRUCK CENTERS OF ILLINOIS, INC. SUPPORT BRACKET ASSEMBLY</td>
<td></td>
<td></td>
<td>645.00</td>
</tr>
<tr>
<td>6500</td>
<td>RUSH TRUCK CENTERS OF ILLINOIS, INC. TENSIONER ASSEMBLY BELT, BOLTS, PULLEY FAN DRIVES</td>
<td></td>
<td></td>
<td>1,832.98</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER TRAILER CONNECTOR</td>
<td></td>
<td></td>
<td>56.70</td>
</tr>
<tr>
<td>6500</td>
<td>APC STORES, INC., DBA BUMPER TO BUMPER WINTER WIPER BLADES</td>
<td></td>
<td></td>
<td>128.80</td>
</tr>
<tr>
<td>6500</td>
<td>1ST AYD CORPORATION WHISK BROOM</td>
<td></td>
<td></td>
<td>400.00</td>
</tr>
<tr>
<td>6500</td>
<td>CINTAS FIRST AID &amp; SUPPLY SAFETY MAT SERVICE</td>
<td></td>
<td></td>
<td>563.12</td>
</tr>
<tr>
<td>6500</td>
<td>FOSTER COACH SALES, INC. LOCKING SHARPS CONTAINERS</td>
<td></td>
<td></td>
<td>92.23</td>
</tr>
<tr>
<td>6500</td>
<td>OFFICE DEPOT OFFICE SUPPLIES</td>
<td></td>
<td></td>
<td>254.83</td>
</tr>
</tbody>
</table>

**Total:** 76,311.54

---

### 600 FLEET SERVICES FUND

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7800</td>
<td>RISK MANAGEMENT CROSBY V COE SETTLEMENT</td>
<td></td>
<td></td>
<td>1,350,000.00</td>
</tr>
<tr>
<td>605</td>
<td>INSURANCE FUND</td>
<td></td>
<td></td>
<td>62,611.84</td>
</tr>
</tbody>
</table>

**Total:** 1,312,611.84
## SUPPLEMENTAL BILLS LIST ATTACHMENT

### GENERAL

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2315.53675</td>
<td>VARIOUS</td>
<td>AMBULANCE REFUNDS</td>
<td>2,342.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2,342.12</td>
</tr>
</tbody>
</table>

### INSURANCE

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>VARIOUS</td>
<td>IPBC</td>
<td>MONTHLY CORPORATIVE CONTRIBUTION</td>
<td>1,225,926.37</td>
</tr>
<tr>
<td>VARIOUS</td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
<td>98,147.53</td>
</tr>
<tr>
<td>VARIOUS</td>
<td>VARIOUS</td>
<td>CASUALTY LOSS</td>
<td>539.95</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1,324,613.85</td>
</tr>
</tbody>
</table>

### SEWER

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7620.68305</td>
<td>IEPA</td>
<td>LOAN DISBURSEMENT SEWER FUND</td>
<td>164,784.38</td>
</tr>
</tbody>
</table>
|                |               |                                  | 164,784.38 | 1,491,740.35

### Grand Total

<table>
<thead>
<tr>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,393,957.69</td>
</tr>
</tbody>
</table>

PREPARED BY ___________________________ DATE ___________________________

REVIEWED BY ___________________________ DATE ___________________________

APPROVED BY ___________________________ DATE ___________________________
<table>
<thead>
<tr>
<th>MERCHANT NAME</th>
<th>SUPPLIER NAME</th>
<th>STATE</th>
<th>TRANSACTION DATE</th>
<th>POSTING DATE</th>
<th>TRANSACTION AMOUNT</th>
<th>TRANSACTION AMOUNT</th>
<th>TRANSACTION AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>10/30/2018</td>
<td>11/2/2018</td>
<td>2,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/7/2018</td>
<td>11/2/2018</td>
<td>195.20</td>
<td>195.20</td>
<td>195.20</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60076</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>107.01</td>
<td>107.01</td>
<td>107.01</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60076</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>217.21</td>
<td>217.21</td>
<td>217.21</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>781.32</td>
<td>781.32</td>
<td>781.32</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>159.98</td>
<td>159.98</td>
<td>159.98</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>86.15</td>
<td>86.15</td>
<td>86.15</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60645</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>1,061.16</td>
<td>1,061.16</td>
<td>1,061.16</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60645</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>370.00</td>
<td>370.00</td>
<td>370.00</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60645</td>
<td>10/26/2018</td>
<td>11/2/2018</td>
<td>931.38</td>
<td>931.38</td>
<td>931.38</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>10/30/2018</td>
<td>11/2/2018</td>
<td>781.32</td>
<td>781.32</td>
<td>781.32</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>MD 21703</td>
<td>10/30/2018</td>
<td>11/2/2018</td>
<td>3.95</td>
<td>3.95</td>
<td>3.95</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60201</td>
<td>10/31/2018</td>
<td>11/2/2018</td>
<td>30.15</td>
<td>30.15</td>
<td>30.15</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>10/31/2018</td>
<td>11/2/2018</td>
<td>31.88</td>
<td>31.88</td>
<td>31.88</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/1/2018</td>
<td>11/2/2018</td>
<td>36.75</td>
<td>36.75</td>
<td>36.75</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60645</td>
<td>11/1/2018</td>
<td>11/2/2018</td>
<td>343.73</td>
<td>343.73</td>
<td>343.73</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>WI 53185</td>
<td>11/1/2018</td>
<td>11/2/2018</td>
<td>237.95</td>
<td>237.95</td>
<td>237.95</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60126</td>
<td>11/2/2018</td>
<td>11/2/2018</td>
<td>68.96</td>
<td>68.96</td>
<td>68.96</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60126</td>
<td>11/2/2018</td>
<td>11/2/2018</td>
<td>109.27</td>
<td>109.27</td>
<td>109.27</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/2/2018</td>
<td>11/2/2018</td>
<td>237.00</td>
<td>237.00</td>
<td>237.00</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/2/2018</td>
<td>11/2/2018</td>
<td>60.03</td>
<td>60.03</td>
<td>60.03</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/5/2018</td>
<td>11/2/2018</td>
<td>237.00</td>
<td>237.00</td>
<td>237.00</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/5/2018</td>
<td>11/2/2018</td>
<td>111.86</td>
<td>111.86</td>
<td>111.86</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/5/2018</td>
<td>11/2/2018</td>
<td>176.70</td>
<td>176.70</td>
<td>176.70</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/6/2018</td>
<td>11/2/2018</td>
<td>143.06</td>
<td>143.06</td>
<td>143.06</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60018</td>
<td>11/7/2018</td>
<td>11/2/2018</td>
<td>412.88</td>
<td>412.88</td>
<td>412.88</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60045</td>
<td>11/7/2018</td>
<td>11/2/2018</td>
<td>53.40</td>
<td>53.40</td>
<td>53.40</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60202</td>
<td>11/7/2018</td>
<td>11/2/2018</td>
<td>35.97</td>
<td>35.97</td>
<td>35.97</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60645</td>
<td>11/7/2018</td>
<td>11/2/2018</td>
<td>86.72</td>
<td>86.72</td>
<td>86.72</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ADMIN SVCS/FAC MGMT</td>
<td>IL 60076</td>
<td>11/9/2018</td>
<td>11/2/2018</td>
<td>316.51</td>
<td>316.51</td>
<td>316.51</td>
</tr>
<tr>
<td>REPORTS TO INTERMEDIATE</td>
<td>MERCHANT NAME</td>
<td>SUPPLIER STATE</td>
<td>POSTAL CODE</td>
<td>TRANSACTION AMOUNT</td>
<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------</td>
<td>----------------</td>
<td>-------------</td>
<td>--------------------</td>
<td>-----------------------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>STANDARD PIPE</td>
<td>IL 60076</td>
<td>11/9/2018</td>
<td>$32.68</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>CARPET REPAIR</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>STANDARD PIPE</td>
<td>IL 60076</td>
<td>11/9/2018</td>
<td>$199.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>DIRECTORY SIGN MATERIALS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>STANDARD PIPE</td>
<td>IL 60076</td>
<td>11/9/2018</td>
<td>$1,000.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>CARPET TILES</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>KRAMER LLC</td>
<td>IL 60076</td>
<td>11/9/2018</td>
<td>$110.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>GLASS FOR MIRRORS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$33.45</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>AIR HANDLER REPAIR</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$90.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>AIR HANDLER REPAIR</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$22.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>AIR HANDLER REPAIR</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$33.45</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>AIR HANDLER REPAIR</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$53.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>CARPET SHEET</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$100.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>CARPET TILES</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>CONNEXION - EVANSTON</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$185.00</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>DUCT IN CHASEWAY</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$25.16</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>ANCHORS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$125.60</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>EXTERIOR LIGHTS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>DOORS SYSTEMS INC</td>
<td>IL 60563</td>
<td>11/9/2018</td>
<td>$573.10</td>
<td>62440 AUTOMOTIVE EQUIPMENT &amp; TOOLS</td>
<td>OVERHEAD DOOR REPAIRS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$18.42</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>DIRECTORY SIGN MATERIALS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/9/2018</td>
<td>$67.02</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>DIRECTORY SIGN MATERIALS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>GRAINGER</td>
<td>IL 60045</td>
<td>11/9/2018</td>
<td>$48.25</td>
<td>65085 MINOR EQUIPMENT &amp; TOOLS</td>
<td>TOOLS FOR DIRECTORY</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>ABLE DISTRIBUTORS</td>
<td>IL 60202</td>
<td>11/10/2018</td>
<td>$364.01</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>HUMIDIFIER</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/10/2018</td>
<td>$67.02</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>DIRECTORY SIGN MATERIALS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>PURE ELECTRIC</td>
<td>IL 60645</td>
<td>11/11/2018</td>
<td>$304.71</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>FLEET LIGHTS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>CONNEXION - EVANSTON</td>
<td>IL 60202</td>
<td>11/11/2018</td>
<td>$473.76</td>
<td>65050 BUILDING MAINTENANCE MATERIAL</td>
<td>FLEET LIGHTING AND FIRE 3 LIGHTS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>11/11/2018</td>
<td>$104.00</td>
<td>65515 OTHERS</td>
<td>MATERIAL FOR 4TH FLOOR RESTROOM REMODEL</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>DOORS SYSTEMS INC</td>
<td>IL 60933</td>
<td>11/11/2018</td>
<td>$572.11</td>
<td>6940 AUTOMOTIVE EQUIPMENT &amp; TOOLS</td>
<td>OVERHEAD DOOR REPAIRS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>STANDARD PIPE</td>
<td>WI 53076</td>
<td>10/26/2018</td>
<td>$10.12</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>BOAT MOTOR INSTALL WISCONSIN MCDONALDS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>AMERICAN MARINE&amp;MOTORS</td>
<td>WI 54166</td>
<td>10/26/2018</td>
<td>$800.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>TRAILER REPAIR FOR BOAT MOTOR REPLACEMENT WISCONSIN</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>BUFFALO WILD WINGS 015</td>
<td>WI 54902</td>
<td>10/26/2018</td>
<td>$23.93</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>BOAT MOTOR INSTALL WISCONSIN BUFFALO WILD WINGS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>IHOP #5455</td>
<td>WI 54902</td>
<td>10/26/2018</td>
<td>$12.68</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>BOAT MOTOR INSTALL WISCONSIN IHOP</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>OSHKOSH PIZZA RANCH</td>
<td>WI 54904</td>
<td>10/26/2018</td>
<td>$11.03</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>BOAT MOTOR INSTALL WISCONSIN OSHKOSH PIZZA RANCH</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>IL TOLLWAY AUTO REPLEN</td>
<td>IL 60515</td>
<td>10/29/2018</td>
<td>$20.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>OVERHEAD DOOR REPAIRS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>JOBBER'S EQUIPMENT WAREHOUSE</td>
<td>FL 33166</td>
<td>11/2/2018</td>
<td>$162.55</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>GREASE GUN TRIGGER FOR SHOP</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>IL TOLLWAY AUTO REPLEN</td>
<td>IL 60515</td>
<td>11/16/2018</td>
<td>$20.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>POOL CAR REPLENISH I PASS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>SOI*SBS ROCHESTER HILL MI</td>
<td>48309</td>
<td>11/8/2018</td>
<td>$500.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>DETROIT SOFTWARE UPDATE</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>IL TOLLWAY AUTO REPLEN</td>
<td>IL 60515</td>
<td>11/16/2018</td>
<td>$20.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>POOL CAR REPLENISH I PASS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>IL TOLLWAY AUTO REPLEN</td>
<td>IL 60515</td>
<td>11/16/2018</td>
<td>$20.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>POOL CAR REPLENISH I PASS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>IL TOLLWAY AUTO REPLEN</td>
<td>IL 60515</td>
<td>11/16/2018</td>
<td>$20.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>POOL CAR REPLENISH I PASS</td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/FLEET</td>
<td>IL TOLLWAY AUTO REPLEN</td>
<td>IL 60515</td>
<td>11/16/2018</td>
<td>$20.00</td>
<td>65060 MATERIALS TO MAINTAIN AUTOS</td>
<td>POOL CAR REPLENISH I PASS</td>
<td></td>
</tr>
<tr>
<td>MERCHANT NAME</td>
<td>SUPPLIER STATE</td>
<td>POSTAL CODE</td>
<td>TRANSACTION AMOUNT</td>
<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----------------</td>
<td>-------------</td>
<td>--------------------</td>
<td>----------------------------------</td>
<td>----------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/PARKING</td>
<td>VCG UNIFORM</td>
<td>IL 60641</td>
<td>329.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>DEPAUL CDM</td>
<td>IL 60604</td>
<td>200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>COMCAST CHICAGO</td>
<td>IL 60616</td>
<td>255.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>CDW GOVT #PWP5287</td>
<td>IL 60061</td>
<td>210.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>KNACK.COM</td>
<td>PA 17543</td>
<td>79.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>B&amp;H PHOTO</td>
<td>NY 10001</td>
<td>336.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>ISSUU</td>
<td>IL 60304</td>
<td>19.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>VCG UNIFORM</td>
<td>IL 60641</td>
<td>329.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>CITY MGR OFFICE</td>
<td>CO 80228</td>
<td>134.55</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>EVANSTON NOW</td>
<td>IL 60201</td>
<td>66.30</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>NAF NAF GRILL</td>
<td>IL 60201</td>
<td>267.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>POTBELLY #5</td>
<td>IL 60201</td>
<td>386.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>RENAISSANCE HOTELS</td>
<td>TN 37203</td>
<td>463.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>VOGUE FABRICS INC</td>
<td>IL 60202</td>
<td>17.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CMO/CITY CLERK</td>
<td>L2 POLITICAL</td>
<td>WA 98011</td>
<td>273.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CMO/CITY CLERK</td>
<td>PAYPAL *PIERCE LLC</td>
<td>CA 95131</td>
<td>399.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CMO/COM ENGAGEMENT</td>
<td>INTERPRENET LTD</td>
<td>IL 60606</td>
<td>181.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CMO/FINANCE</td>
<td>EINSTEIN BROS-ONLINE C CO</td>
<td>80228</td>
<td>81.96</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>STRIKINGLY</td>
<td>CA 94002</td>
<td>336.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>STRIKINGLY</td>
<td>CA 94002</td>
<td>24.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>TRIBUNE PUBLISHING COM</td>
<td>TX 75067</td>
<td>21.09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>CITY OF EVANSTON MOBIL</td>
<td>IL 60201</td>
<td>2.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>DOMINO S</td>
<td>IL 60201</td>
<td>64.64</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>CITY OF EVANSTON MOBIL</td>
<td>IL 60201</td>
<td>0.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>CITY OF EVANSTON MOBIL</td>
<td>IL 60201</td>
<td>15.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>PUEBLOS RESTAURANT</td>
<td>TX 75067</td>
<td>17.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMM ECON DEV</td>
<td>CITY OF EVANSTON MOBIL</td>
<td>IL 60201</td>
<td>15.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**February 18, 2019 Page 3 of 8**
BMO Harris Bank Credit Card Statement for the Period Ending November 25, 2018

REPORTS TO INTERMEDIATE
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
COMM ECON DEV
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
FIRE DEPARTMENT
HEALTH/HUMAN SVCS
HEALTH/HUMAN SVCS
HEALTH/HUMAN SVCS
HEALTH/HUMAN SVCS
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
LEGAL DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
POLICE DEPARTMENT
PRCS/ADMINISTRATION
PRCS/ADMINISTRATION
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/CHAND NEWB CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR
PRCS/ECOLOGY CNTR

February 18, 2019

MERCHANT NAME
CITY OF EVANSTON MOBIL
CITY OF EVANSTON MOBIL
CHURCH STREET SELF PAR
TRIBUNE PUBLISHING COM
CITY OF EVANSTON MOBIL
CITY OF EVANSTON MOBIL
CITY OF EVANSTON MOBIL
LOOPNET
THE WEBSTAURANT STORE
THE HOME DEPOT 1902
CONSOLIDATED FLEET SVC
CITGO ROLLING MEADOWS
OFFICE DEPOT #510
MED-DENT SAFETY AND SU
LEMOI ACE HARDWARE
HARBOR FREIGHT TOOLS 7
THE HOME DEPOT #1902
SUPERIOR INDUSTRIAL SP
THE HOME DEPOT #1902
4TE*EMT BASIC INITAL F
4TE*IDPH EMS HWYSAFETY
STATE CHEMIC*STATE CHE
BATTERY JUNCTION
BEST BUY 00003137
BEST BUY 00003137
BATTERIES PLUS #0890
THORNTONS #0128
HILTON CLEVELAND SOUTH
LAKE FRANKLIN GARAGE
PANINO S PIZZERIA OR
INT*IN *BAILEY S TEST
ILEFILE*002687208-2
ILEFILE*002687208-2
SPOTHERO 844-324-7768
SPOTHERO 844-324-7768
SPOTHERO 844-324-7768
ARDC
ARDC
SPOTHERO 844-324-7768
ILEFILE*002916169-0
ILEFILE*002916169-0
THORNTONS #0320
WAV*ONTARGET SOLUTION
WALGREENS #2619
UBER TRIP LYHDW
US FLEET TRACKING
ILLINOIS ASSOCIATION O
FEDEXOFFICE 00036053
LEMOI ACE HARDWARE
MINUTEMAN PRESS
UBER TRIP VATOH
ASSURITY LIFE INSURANC
EXPEDIA 7392223991488
UBER TRIP QC2QN
SWEET TEMPTATIONS BAKE
WALGREENS #4218
WALGREENS #4218
HOLIDAY INN EXPRESS LI
FUNK S TRAILER SALES
SUBWAY 03466141
ARC*SERVICES/TRAINING
SAMS CLUB #6444
FACEBK *V99HXHA8J2
THE HOME DEPOT #1902
PICKLEBALLCENTRAL
SAMSCLUB #6444
THE HOME DEPOT #1912
JEWEL-OSCO
LEMOI ACE HARDWARE
GOPHER SPORT
MIGHTY MITE AWARDS & S
PICKLEBALLCENTRAL
ARC*SERVICES/TRAINING
HOUSE OF RENTAL
GFS STORE #1915
VOGUE FABRICS INC
THE HOME DEPOT 1902
LLLREPTILE AND SUPPLY
CHICAGO EXOTICS
THE UPS STORE #1037
THE HOME DEPOT #1902
VALLI PRODUCE
THE HOME DEPOT #1902
VALLI PRODUCE
OLD ORCHARD AQUARIUM
THE HOME DEPOT #1902
PETMOUNTAIN COM
VALLI PRODUCE
THE HOME DEPOT #1902

SUPPLIER
STATE
IL
IL
IL
TX
IL
IL
IL
DC
PA
IL
AR
IL
IL
WA
IL
IL
IL
IL
IL
IL
IL
OH
CT
IL
IL
IL
IL
OH
IL
IL
NJ
IL
TX
IL
IL
IL
IL
IL
IL
IL
TX
IL
IL
IL
CA
OK
IL
IL
IL
IL
CA
NE
WA
CA
IL
IL
IL
IL
IL
IL
GA
IL
CA
IL
WA
IL
IL
IL
IL
MN
IL
WA
GA
IL
IL
IL
IL
CA
IL
IL
IL
IL
IL
IL
IL
IL
CA
IL
IL

POSTAL
CODE
60201
60201
60201
75067
60201
60201
60201
20005
17602
60202
72143
60008
60201
98121
60201
60714
60202
60714
60202
62701
62701
44124
06475
60202
60202
60714
60118
44131
60606
60202
07601
60602
75024
60603
60603
60603
60601
60601
60603
60602
75024
60126
60560
60201
94105
73013
62701
60201
60201
60201
94105
68501
98004
94105
60202
60202
60202
62656
60450
60201
31904
60202
94025
60202
98032
60202
60642
60657
60201
55060
60016
98032
31904
60077
60202
60202
60202
92081
60076
60202
60202
60202
60202
60202
60077
60202
92081
60202
60202

TRANSACTION
AMOUNT
2.35
2.35
4.00
89.89
1.35
1.85
1.85
2,500.00
(21.42)
88.72
1,107.80
40.05
24.98
1,480.00
9.09
21.59
112.78
231.37
21.94
1.00
40.00
157.29
68.89
237.97
399.94
29.85
20.00
450.87
46.00
33.95
142.50
177.00
5.12
23.00
22.25
22.25
393.47
393.47
15.00
359.50
10.39
38.00
250.00
65.47
10.66
149.80
79.00
33.50
24.71
91.44
20.57
50.08
244.18
14.60
54.45
4.39
6.44
66.60
38.95
91.85
55.00
82.86
9.00
5.49
149.99
(12.98)
17.04
24.96
19.16
102.78
124.50
16.02
828.00
(28.60)
77.22
23.98
85.46
34.99
209.94
55.12
30.62
18.08
29.92
3.22
14.36
60.40
253.29
21.17
104.25

$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

POSTING
DATE
11/16/2018
11/16/2018
11/19/2018
11/20/2018
11/21/2018
11/21/2018
11/21/2018
11/22/2018
11/22/2018
11/23/2018
10/30/2018
11/2/2018
11/2/2018
11/5/2018
11/6/2018
11/7/2018
11/8/2018
11/8/2018
11/9/2018
11/14/2018
11/14/2018
11/15/2018
11/21/2018
11/21/2018
11/22/2018
11/22/2018
11/23/2018
10/26/2018
10/29/2018
11/2/2018
11/7/2018
10/26/2018
10/26/2018
11/2/2018
11/7/2018
11/13/2018
11/14/2018
11/14/2018
11/15/2018
11/16/2018
11/16/2018
10/29/2018
10/30/2018
11/1/2018
11/2/2018
11/2/2018
11/7/2018
11/8/2018
11/9/2018
11/9/2018
11/13/2018
11/13/2018
11/15/2018
11/16/2018
11/16/2018
11/16/2018
11/16/2018
11/22/2018
10/26/2018
11/16/2018
10/29/2018
10/31/2018
11/1/2018
11/1/2018
11/1/2018
11/2/2018
11/6/2018
11/6/2018
11/7/2018
11/8/2018
11/9/2018
11/9/2018
11/13/2018
10/26/2018
10/26/2018
10/26/2018
10/31/2018
11/2/2018
11/2/2018
11/2/2018
11/2/2018
11/8/2018
11/8/2018
11/9/2018
11/13/2018
11/13/2018
11/14/2018
11/15/2018
11/15/2018

COST ALLOCATION - EXPENSE OBJECT
62662 BUSINESS RETENTION/EXPANSION
62662 BUSINESS RETENTION/EXPANSION
62662 BUSINESS RETENTION/EXPANSION
62205 ADVERTISING
62662 BUSINESS RETENTION/EXPANSION
62662 BUSINESS RETENTION/EXPANSION
62662 BUSINESS RETENTION/EXPANSION
62662 BUSINESS RETENTION/EXPANSION
62662 BUSINESS RETENTION/EXPANSION

62190 GRAFFITI REMOVAL SERVICES
62605 OTHER CHARGES
62295 TRAINING & TRAVEL
65095 OFFICE SUPPLIES

65075 MEDICAL & LAB SUPPLIES
65040 JANITORIAL SUPPLIES
65040 JANITORIAL SUPPLIES
65085 MINOR EQUIP & TOOLS
65040 JANITORIAL SUPPLIES
65085 MINOR EQUIP & TOOLS
62295 TRAINING & TRAVEL
62295 TRAINING & TRAVEL
65095 OFFICE SUPPLIES
65090 SAFETY EQUIPMENT
65070 OFFICE/OTHER EQ TO MAINTN MATERIAL
62250 COMPUTER EQUIPMENT MAINT
65090 SAFETY EQUIPMENT
62295 TRAINING & TRAVEL
62472 BEACH WATER TESTING EXP
62295 TRAINING & TRAVEL
65025 FOOD
62474 HEALTH PROTECTION EXP
62345 COURT COSTS/LITIGATION
62345 COURT COSTS/LITIGATION
62345 COURT COSTS/LITIGATION
62345 COURT COSTS/LITIGATION
62345 COURT COSTS/LITIGATION
62360 MEMBERSHIP DUES
62360 MEMBERSHIP DUES
62345 COURT COSTS/LITIGATION
62345 COURT COSTS/LITIGATION
62345 COURT COSTS/LITIGATION
62295 TRAINING & TRAVEL
62295 TRAINING & TRAVEL
62490 OTHER PROGRAM COSTS
62490 OTHER PROGRAM COSTS

41420 RESERVE NARCOTIC ENFORCEMENT
62295 TRAINING & TRAVEL
62295 TRAINING & TRAVEL
62295 TRAINING & TRAVEL
62295 TRAINING & TRAVEL
62490 OTHER PROGRAM COSTS
62490 OTHER PROGRAM COSTS

41420 RESERVE NARCOTIC ENFORCEMENT
62490 OTHER PROGRAM COSTS
62490 OTHER PROGRAM COSTS
62490 OTHER PROGRAM COSTS
62490 OTHER PROGRAM COSTS
62295 TRAINING & TRAVEL
65110 REC PROGRAM SUPPLIES
65025 FOOD
62490 OTHER PROGRAM COSTS
65110 REC PROGRAM SUPPLIES
62490 OTHER PROGRAM COSTS
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
65070 OFFICE/OTHER EQ TO MAINTN MATERIAL
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
62295 TRAINING & TRAVEL

62515 RENTAL SERVICES
65025 FOOD
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
62490 OTHER PROGRAM COSTS
62490 OTHER PROGRAM COSTS
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
65025 FOOD
65110 REC PROGRAM SUPPLIES
62490 OTHER PROGRAM COSTS
65025 FOOD
65110 REC PROGRAM SUPPLIES
65110 REC PROGRAM SUPPLIES
62490 OTHER PROGRAM COSTS
65110 REC PROGRAM SUPPLIES

44 of 385

EXPENSE DESCRIPTION
PARKING FOR MEETINGS
PARKING FOR MEETINGS
PARKING FOR DOWNTOWN MEETINGS
CHICAGO TRIBUNE AD - PLANNING & ZONING DIVISION
PARKING FOR MEETINGS
PARKING FOR MEETINGS
PARKING FOR MEETINGS
LOOPNET MONTHLY STATEMENTS FOR 5 MONTHS LOOPNET WEBSITE SERVICE
REFUND , SALES TAX, ON ENTREPRENEURSHIP GRANT FOR RESTAURANT EQUIPMENT
GRAFFITI REMOVAL SUPPLIES
GROUND LADDER TESTING
FUEL NEW AMBULANCE PICK-UP
OFFICE SUPPLIES
I/O DRILLS
JANITORIAL SUPPLIES
JANITORIAL SUPPLIES
STATION SUPPLIES
JANITORIAL SUPPLIES
REPAIR PARTS
PARAMEDIC LICENSE RENEWAL
PARAMEDIC LICENSE RENEWAL
STATION SUPPLIES
ALKALINE BATTERIES
MICROWAVE REPLACEMENT STA 5
EPCR COMPUTER CASES & KEYBOARDS
LITHIUM BATTERIES
NEW AMBULANCE PICKUP FUEL
GOLSEN ATTENDANCE TO THE GREAT LAKES BEACH ASSOCIATION CONFERENCE
LUNCH & LEARN PRESENTATION FEATURING DAVID R. WILLIAMS, PROFESSOR OF T. H. CHAN SCHOOL OF PUBLIC HEA *
VEGETARIAN DISH FOR GENERAL ASSISTANCE BENEFIT DAY175.24.4605
STRIPS USED DURING FOOD INSPECTIONS
FILING FEE DND
FILING FEE FOR DND
PARKING FEE FOR COURT
PARKING FEE FOR COURT
PARKING FEE FOR COURT
ALEX ARDC REGISTRATION FEE
MICHELLE ARDC REGISTRATION
PARKING FEE FOR COURT
FILING FEE - MANGAS
FILING FEE - MANGAS
FUEL FOR TRANSPORTATION TO TRAIN WITH POLICE DOG
RECORDS BUREAU MANAGEMENT TRAINING
HALLOWEEN CANDY FOR PROBLEM SOLVING TEAM EVENT
UBER RIDE TO SHELTER
NOVEMBER GPS SERVICE
ATTENDANCE FOR OPS SERGEANT AT ILACP POLICING IN 2030 CONFERENCE
PRESENTATION MATERIALS FOR 4 TABLE TOP EXERCISES
SAFETY EQUIPMENT FOR FUNCTIONAL EXERCISE
PRESENTATION MATERIAL FOR FUNCTIONAL EXERCISE WITH EFD AND D65
RIDE TO SHELTER
MONTHLY DISABILITY PREMIUM PER AGREEMENT
2 NIGHT HOTEL ROOM FOR 2 DETECTIVES FOR MONEY LAUNDERING INVESTIGATIONS COURSE
RIDE TO SHELTER
CITIZEN POLICE ACADEMY GRADUATION - CAKE
CELEBRATION SUYPPLIES FOR CITIZENS POLICE ACADEMY GRADUATION
CELEBRATION SUPPLIES FOR CITIZENS POLICE ACADEMY
HOTEL ROOM FOR 2 DETECTIVES FOR ADAMAX FLASHBANG INSTRUCTOR COURSE
REPLACEMENT VENT COVER FOR THE LET'S PLAY TRAILER
REFRESHMENTS FOR RESTORATIVE JUSTICE TRAINING
REGISTRATION FOR FALL BABYSITTER'S CLASS PARTICIPANTS WITH AMERICAN RED CROSS
PICKLEBALL OPENING DAY PROGRAM SUPPLIES
BOOSTED FACEBOOK POST FOR ZOMBIE SCRAMBLE
PICKLEBALL BUCKET PROGRAMMING SUPPLIES
PICKLEBALL PROGRAMMING SUPPLIES
SAM'S CLUB REFUND - DIDN'T APPLY TAX EXEMPT IN THE FIRST TRANSACTION
TAPE OF PICKLEBALL COURTS
PICKLEBALL OPENING DAY REFRESHMENT SUPPLIES
ZIP TIES FOR DEMPSTER LAUNCH FACILITY LOCKERS
RECREATION PROGRAM SUPPLIES
TROPHIES FOR FALL ADULT SOFTBALL LEAGUE
PICKLEBALL REPLACEMENT PART
FEES FOR RECERTIFYING LIFEGUARD STAFF
HOUSE OF RENTALS REFUND
BUG A BOO FOOD
BUG A BOO COSTUME SUPPLIES
ZOMBIE SCRAMBLE SUPPLIES
ANIMAL CARE FOOD
PAT VET VISIT
ZOMBIE SCRAMBLE RADIO RETURN
BIRD HOUSE SUPPLIES
COMMUNITY GARDEN POTLUCK SUPPLIES
PROGRAM SUPPILIES
ANIMAL FOOD
LIVING WALL ITEM
PROGRAM SUPPLIES
ANIMAL EXHIBIT SUPPLIES TO BE REIMBURSED BY THE EEA
ANIMAL FOOD
ANIMAL STAND TO BE REIMBURSED BY THE EEA

Page 4 of 8


<table>
<thead>
<tr>
<th>MERCHANT NAME</th>
<th>POSTAL CODE</th>
<th>ADDRESS</th>
<th>CARRIER CODE</th>
<th>AMOUNT</th>
<th>DATE</th>
<th>COST</th>
<th>ALIGNMENT</th>
<th>EXPENSE OBJECT</th>
<th>EXPENSE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRCS/ECOLOGY CNTR PETMOUNTAIN COM CA 92081</td>
<td>50.97</td>
<td>11/16/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>ANIMAL EXHIBIT SUPPLIES TO BE REIMBURSED BY THE EEA - REFUNDED ITEM DUE TO STOCKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/ECOLOGY CNTR PETSMART # 0427 IL 60202</td>
<td>53.97</td>
<td>11/20/2018</td>
<td>62490</td>
<td>OTHER PROGRAM COSTS</td>
<td>ANIMAL CARE SUPPLIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/ECOLOGY CNTR PETSMART # 0427 IL 60202</td>
<td>36.07</td>
<td>11/21/2018</td>
<td>62490</td>
<td>OTHER PROGRAM COSTS</td>
<td>ANIMAL CARE SUPPLIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/ECOLOGY CNTR VALLI PRODUCE IL 60202</td>
<td>6.66</td>
<td>11/21/2018</td>
<td>62490</td>
<td>OTHER PROGRAM COSTS</td>
<td>ANIMAL CARE FOOD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>44.19</td>
<td>11/21/2018</td>
<td>62490</td>
<td>OTHER PROGRAM COSTS</td>
<td>ANIMAL CARE HAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>64.20</td>
<td>10/26/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>1. FJ KITCHEN SUPPLIES 2. COTTON CANDY MIX</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR PAYPAL *TOMSTON CA 95131</td>
<td>128.75</td>
<td>10/29/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>MICHAEL JACKSON PERFORMANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>32.98</td>
<td>10/30/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>DRY ICE FOR HALLOWEEN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>35.38</td>
<td>11/1/2018</td>
<td>65025</td>
<td>FOOD 1. MASON PARK SNACK 2. FJCC SNACK AND SUPPER 3. FJCC MILK 4. FJCC SUPPER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR U-HAUL-EVANSTON #75876 IL 60201</td>
<td>6.57</td>
<td>11/7/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>3 BOXES FOR MAYOR TOY &amp; FOOD DRIVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR VALLI PRODUCE IL 60202</td>
<td>36.33</td>
<td>11/8/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>FOOD FOR COOKING CLASS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>104.43</td>
<td>11/8/2018</td>
<td>65025</td>
<td>FOOD 1. FJCC SNACK AND SUPPER 2. FJCC MILK 3. RCC MILK 4. RCC SNACK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR D&amp;B ROSEMONT 126 IL 60018</td>
<td>408.00</td>
<td>11/9/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>SCHOOL OUT ACTIVITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR VALLI PRODUCE IL 60202</td>
<td>26.33</td>
<td>11/9/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>JUICE FOR AFTER SCHOOL PROGRAM</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>80.28</td>
<td>11/9/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>FJCC SUPPER ITEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR VALLI PRODUCE IL 60202</td>
<td>16.92</td>
<td>11/13/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>MASON PARK FOOD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>478.85</td>
<td>11/15/2018</td>
<td>65025</td>
<td>FOOD 1. FJCC SNACK AND SUPPER 2. RCC SNACK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>14.98</td>
<td>11/16/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>KITCHEN ITEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>15.49</td>
<td>11/20/2018</td>
<td>65025</td>
<td>FOOD 1. FJCC KITCHEN SUPPLIES 2. KAMEN MILK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>76.12</td>
<td>11/22/2018</td>
<td>65025</td>
<td>FOOD 1. FJCC SNACK AND SUPPER 2. FJCC MILK 3. RCC MILK 4. RCC SNACK 5. KAMEN SNACK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>463.10</td>
<td>11/22/2018</td>
<td>65025</td>
<td>FOOD 1. FJCC SNACK AND SUPPER 2. FJCC MILK 3. RCC MILK 4. RCC SNACK 5. KAMEN SNACK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GIORDANO S OF EVANSTON IL 60201</td>
<td>180.00</td>
<td>11/23/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>SCHOOL OUT HOLIDAY LUNCH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/FLEETWOOD CNTR GORDON FOOD SERVICE MI 49548</td>
<td>164.06</td>
<td>11/23/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>FJCC THANKSGIVING PROJECT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/LEVY SEN CNTR THE HOME DEPOT #1902 IL 60202</td>
<td>101.44</td>
<td>10/29/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE</td>
<td>FLOOR STRIPPING SUPPLIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/LEVY SEN CNTR REDBOX *DVD RENTAL IL 60181</td>
<td>1.75</td>
<td>10/31/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>SENIOR MOVIE RENTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/LEVY SEN CNTR CORELLE BRANDS LLC PA 17225</td>
<td>11.57</td>
<td>11/16/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>REFUND FOR THE TAX APPLIED TO ORDER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/LEVY SEN CNTR REDBOX *DVD RENTAL IL 60181</td>
<td>0.50</td>
<td>11/19/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>SENIOR MOVIE DAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/LEVY SEN CNTR GFS STORE #1915 IL 60202</td>
<td>36.47</td>
<td>11/21/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>KITCHEN MEAL SUPPLIES, GLOVES, APRONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/NOYES CNTR WHOLEFDS GBR #10570 IL 60201</td>
<td>115.96</td>
<td>11/2/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>RECEPTION FOR VILLANI EXHIBIT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/NOYES CNTR CVS/PHARMACY #03901 IL 60201</td>
<td>43.49</td>
<td>11/6/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>MAKEUP ROOM SUPPLIES FOR CHILDREN'S THEATRE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/NOYES CNTR TARGET 00009274 IL 60202</td>
<td>86.20</td>
<td>11/13/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>COSTUMES FOR CHILDREN'S THEATRE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/NOYES CNTR 22 - LOU MALNATIS PIZZ IL 60201</td>
<td>196.75</td>
<td>11/19/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>CAST PARTY FOR CAST B CHILDRENS THEATRE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/RBT CROWN CNTR FOOD4LESS #0558 IL 60202</td>
<td>24.43</td>
<td>10/26/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>PRESCHOOL MILK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/RBT CROWN CNTR THE HOME DEPOT #1902 IL 60202</td>
<td>17.66</td>
<td>10/26/2018</td>
<td>62245</td>
<td>OTHER EQ MAINT</td>
<td>MAINTENANCE SUPPLIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/RBT CROWN CNTR REVDANCE/TENTH HOUSE IL 60714</td>
<td>955.77</td>
<td>11/6/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>NUTCRACKER COSTUMES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/RBT CROWN CNTR REVDANCE/TENTH HOUSE IL 60714</td>
<td>1,214.78</td>
<td>11/6/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>NUTCRACKER COSTUMES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/RBT CROWN CNTR WEISSMAN DESIGNS FOR D MO 63139</td>
<td>574.30</td>
<td>11/6/2018</td>
<td>65110</td>
<td>REC PROGRAM SUPPLIES</td>
<td>NUTCRACKER COSTUMES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRCS/RBT CROWN CNTR FOOD4LESS #0558 IL 60202</td>
<td>126.21</td>
<td>11/7/2018</td>
<td>65025</td>
<td>FOOD</td>
<td>AFTER SCHOOL HALF DAY LUNCH AND COOKING SUPPLIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MERCHANT NAME</td>
<td>SUPPLIER STATE</td>
<td>POSTAL CODE</td>
<td>TRANSACTION DATE</td>
<td>TRANSACTION AMOUNT</td>
<td>POSTING DATE</td>
<td>CREDIT PROCESSING</td>
<td>DESCRIPTION</td>
<td>COST ALLOCATION</td>
<td>EXPENSE DESCRIPTION</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------</td>
<td>-------------</td>
<td>------------------</td>
<td>--------------------</td>
<td>--------------</td>
<td>------------------</td>
<td>-------------</td>
<td>-----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REPORTS TO INTERMEDIATE</td>
<td>MERCHANT NAME</td>
<td>SUPPLIER STATE</td>
<td>POSTAL CODE</td>
<td>TRANSACTION AMOUNT</td>
<td>COST ALLOCATION - EXPENSE OBJECT</td>
<td>EXPENSE DESCRIPTION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------</td>
<td>----------------</td>
<td>-------------</td>
<td>-------------------</td>
<td>-----------------------------------</td>
<td>---------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>SHELL STATION 1</td>
<td>IL 60202</td>
<td>$5.16</td>
<td>11/15/2018</td>
<td>6015 POSTAGE</td>
<td>MARITIME MAIL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>SHELL STATION 1</td>
<td>IL 60202</td>
<td>$8.34</td>
<td>11/15/2018</td>
<td>6035 FUEL PRODUCTS</td>
<td>SMALL EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>SHELL STATION 1</td>
<td>IL 60202</td>
<td>$6.04</td>
<td>11/15/2018</td>
<td>6500 SAFETY EQUIPMENT</td>
<td>SAFETY PARTY SUPPLIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>KONELETS.COM</td>
<td>IN 46284</td>
<td>$5.00</td>
<td>11/15/2018</td>
<td>6720 OFFICE SUPPLIES</td>
<td>BATTERIES, FUSE, LAMPS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>OFFICE DEPOT</td>
<td>IN 46284</td>
<td>$5.00</td>
<td>11/15/2018</td>
<td>6015 POSTAGE</td>
<td>REPAIR KIT MAPS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>$8.17</td>
<td>11/15/2018</td>
<td>6000 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>$32.67</td>
<td>11/16/2018</td>
<td>6000 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>$11.50</td>
<td>11/17/2018</td>
<td>6015 POSTAGE</td>
<td>SPORTS BAGS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>$83.10</td>
<td>11/17/2018</td>
<td>6000 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>TREE STUFF.COM</td>
<td>IN 46268</td>
<td>$1,453.88</td>
<td>11/19/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>TECHNICAL RIGGING EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>ACMETOOLS.COM</td>
<td>ND 58203</td>
<td>$1.00</td>
<td>11/19/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>METAL DUST COLLECTORS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>OFFICE DEPOT</td>
<td>IL 60201</td>
<td>$90.74</td>
<td>11/21/2018</td>
<td>6015 POSTAGE</td>
<td>OFFICE SUPPLIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>THE HOME DEPOT</td>
<td>IL 60202</td>
<td>$17.74</td>
<td>11/21/2018</td>
<td>6000 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>SHERRILLTRE</td>
<td>NC 27409</td>
<td>$1,115.00</td>
<td>11/21/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>TECHNICAL RIGGING EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>RUSSO POWER - SCHILLER</td>
<td>IL 60176</td>
<td>$668.79</td>
<td>11/22/2018</td>
<td>6000 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>TRAFFIC CONTROL AND PR</td>
<td>IL 60185</td>
<td>$675.00</td>
<td>11/22/2018</td>
<td>65115 TRAFFIC CONTROL SUPPLIES</td>
<td>TRAFFIC CONTROL SUPPLIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>TREE STUFF.COM</td>
<td>IN 46268</td>
<td>$727.56</td>
<td>11/22/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IND 46262</td>
<td>$140.06</td>
<td>10/26/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>COLD WEATHER HEAD GEAR.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60076</td>
<td>$680.00</td>
<td>10/26/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60126</td>
<td>$142.65</td>
<td>10/26/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>STAINLESS STEEL KEY STOCK.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>MA 02043</td>
<td>$451.67</td>
<td>10/30/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>STAINLESS STEEL FASTENERS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>TX 75050</td>
<td>$339.10</td>
<td>10/31/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>RENTAL OF TDR TEST EQUIPMENT FOR INTAKE HEATER CABLE FAULT FINDING.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>KY 42104</td>
<td>$44.18</td>
<td>11/1/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY AIR HORNS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>FL 33144</td>
<td>$44.30</td>
<td>11/2/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>DISPOSABLE GLOVES.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60089</td>
<td>$269.80</td>
<td>11/2/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>FL 32256</td>
<td>$112.00</td>
<td>11/6/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>NY 13340</td>
<td>$2,204.03</td>
<td>11/6/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>NY 13340</td>
<td>$96.00</td>
<td>11/8/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>MA 02043</td>
<td>$451.67</td>
<td>10/30/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60202</td>
<td>$221.55</td>
<td>11/9/2018</td>
<td>65085 MINOR EQUIP &amp; TOOLS</td>
<td>SMALL TOOLS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>FL 33144</td>
<td>$44.30</td>
<td>11/2/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60126</td>
<td>$42.96</td>
<td>11/13/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>GA 30040</td>
<td>$37.34</td>
<td>11/14/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>GA 30040</td>
<td>$3.39</td>
<td>11/14/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60007</td>
<td>$2,427.50</td>
<td>11/14/2018</td>
<td>65055 MATERIALS TO MAINTAIN IMPROVEMENTS</td>
<td>REPAIR CAPS AND VALVE BOX STABILIZERS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60014</td>
<td>$200.00</td>
<td>11/14/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>FILTERS FOR GAS DETECTORS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>NY 11747</td>
<td>$288.40</td>
<td>11/14/2018</td>
<td>65085 MINOR EQUIP &amp; TOOLS</td>
<td>BATTERIES.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60076</td>
<td>$36.00</td>
<td>11/15/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60014</td>
<td>$200.00</td>
<td>11/15/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60089</td>
<td>$54.29</td>
<td>11/15/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60126</td>
<td>$42.96</td>
<td>11/13/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>GA 30040</td>
<td>$37.34</td>
<td>11/14/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>IL 60007</td>
<td>$2,427.50</td>
<td>11/14/2018</td>
<td>65055 MATERIALS TO MAINTAIN IMPROVEMENTS</td>
<td>REPAIR CAPS AND VALVE BOX STABILIZERS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PUBLIC WORKS/</td>
<td>PA 17602</td>
<td>$9.53</td>
<td>11/14/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY EQUIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC WORKS/SERVICE</td>
<td>PANERA BREAD</td>
<td>IL 60201</td>
<td>$203.03</td>
<td>11/15/2018</td>
<td>65025 FOOD FIRST DAY</td>
<td>CMMS TRAINING LUNCH FOR 14 PEOPLE.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

47 of 385

February 18, 2019 Page 7 of 8
<table>
<thead>
<tr>
<th>REPORTS TO INTERMEDIATE</th>
<th>MERCHANT NAME</th>
<th>SUPPLIER STATE</th>
<th>POSTAL CODE</th>
<th>TRANSACTION AMOUNT</th>
<th>POSTING DATE</th>
<th>COST ALLOCATION - EXPENSE OBJECT</th>
<th>EXPENSE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC WORKS/WTR PROD SOUTH LOOP</td>
<td>BMO Harris Bank Credit Card</td>
<td>IL</td>
<td>60605</td>
<td>$ 513</td>
<td>11/15/2018</td>
<td>62295</td>
<td>TRAINING &amp; TRAVEL</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD MECRO INDUSTRIAL EQ</td>
<td>NJ</td>
<td>07110</td>
<td>$ 390</td>
<td>11/15/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>MECRO INDUSTRIAL EQ</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ENERGY EQUIPMENT &amp; CON</td>
<td>PA</td>
<td>13149</td>
<td>$ 384</td>
<td>11/15/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>ENERGY EQUIPMENT &amp; CON</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD SPALL CORRECT INDUSTRIAL</td>
<td>FL</td>
<td>33144</td>
<td>$ 121</td>
<td>11/16/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>SPALL CORRECT INDUSTRIAL</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD SPALL CORRECT INDUSTRIAL</td>
<td>FL</td>
<td>33144</td>
<td>$ 30</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>SPALL CORRECT INDUSTRIAL</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD KEMPNET.COM</td>
<td>GA</td>
<td>30303</td>
<td>$ 254</td>
<td>11/15/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>KEMPNET.COM</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GYPSUM INDUSTRIAL</td>
<td>IL</td>
<td>60604</td>
<td>$ 738</td>
<td>11/15/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>GYPSUM INDUSTRIAL</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD THE FARM ADMIN</td>
<td>E</td>
<td>02932</td>
<td>$ 205</td>
<td>11/15/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>THE FARM ADMIN</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD INDUSTRIAL HEATPROV</td>
<td>NJ</td>
<td>07205</td>
<td>$ 314</td>
<td>11/15/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>INDUSTRIAL HEATPROV</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ENERGY EQUIPMENT &amp; CON</td>
<td>PA</td>
<td>18109</td>
<td>$ 883</td>
<td>11/15/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>ENERGY EQUIPMENT &amp; CON</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GIH*GLOBALINDUSTRIALEQ</td>
<td>FL</td>
<td>33144</td>
<td>$ 86</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>GIH*GLOBALINDUSTRIALEQ</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GIH*GLOBALINDUSTRIALEQ</td>
<td>FL</td>
<td>33144</td>
<td>$ 121</td>
<td>11/16/2018</td>
<td>65090</td>
<td>SAFETY EQUIPMENT</td>
<td>GIH*GLOBALINDUSTRIALEQ</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GIH*GLOBALINDUSTRIALEQ</td>
<td>FL</td>
<td>33144</td>
<td>$ 59</td>
<td>11/16/2018</td>
<td>65090</td>
<td>SAFETY EQUIPMENT</td>
<td>GIH*GLOBALINDUSTRIALEQ</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD HOMEDEPOT.COM</td>
<td>GA</td>
<td>30339</td>
<td>$ 254</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>HOMEDEPOT.COM</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GRAINGER</td>
<td>IL</td>
<td>60045</td>
<td>$ 736</td>
<td>11/16/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>GRAINGER</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD SARPINO S PIZZERIA EVA</td>
<td>IL</td>
<td>60202</td>
<td>$ 73</td>
<td>11/16/2018</td>
<td>65025</td>
<td>FOOD SECOND DAY</td>
<td>SARPINO S PIZZERIA EVA</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD THE HOME DEPOT #1902</td>
<td>IL</td>
<td>60202</td>
<td>$ 245</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>THE HOME DEPOT #1902</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD INDUSTRIAL NETWORKING</td>
<td>TX</td>
<td>75001</td>
<td>$ 614</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>INDUSTRIAL NETWORKING</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD E-CONOLIGHT</td>
<td>WI</td>
<td>53177</td>
<td>$ 146</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>E-CONOLIGHT</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ZORO TOOLS INC</td>
<td>IL</td>
<td>60089</td>
<td>$ 118</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>ZORO TOOLS INC</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD E-CONOLIGHT</td>
<td>WI</td>
<td>53177</td>
<td>$ 146</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>E-CONOLIGHT</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ZORO TOOLS INC</td>
<td>IL</td>
<td>60089</td>
<td>$ 118</td>
<td>11/16/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>ZORO TOOLS INC</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ILLINOIS AWWA</td>
<td>IL</td>
<td>60174</td>
<td>$ 47</td>
<td>11/20/2018</td>
<td>62295</td>
<td>TRAINING &amp; TRAVEL</td>
<td>ILLINOIS AWWA</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ILLINOIS AWWA</td>
<td>IL</td>
<td>60174</td>
<td>$ 36</td>
<td>11/20/2018</td>
<td>62295</td>
<td>TRAINING &amp; TRAVEL</td>
<td>ILLINOIS AWWA</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD SAFETY KLEEN SYSTEMS B</td>
<td>TX</td>
<td>75024</td>
<td>$ 295</td>
<td>11/20/2018</td>
<td>65035</td>
<td>PETROLEUM PRODUCTS</td>
<td>SAFETY KLEEN SYSTEMS B</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD PETERSEN PRODUCTS</td>
<td>WI</td>
<td>53021</td>
<td>$ 109</td>
<td>11/20/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>PETERSEN PRODUCTS</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GRAINGER</td>
<td>IL</td>
<td>60045</td>
<td>$ 736</td>
<td>11/21/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>GRAINGER</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GRAINGER</td>
<td>IL</td>
<td>60045</td>
<td>$ 762</td>
<td>11/21/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>GRAINGER</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ACTION AUTO SERVICES</td>
<td>IL</td>
<td>60067</td>
<td>$ 1,066</td>
<td>11/21/2018</td>
<td>62245</td>
<td>OTHER EQ MAINT</td>
<td>ACTION AUTO SERVICES</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD MID AMERICAN WATER WAU</td>
<td>IL</td>
<td>60084</td>
<td>$ 2,043</td>
<td>11/21/2018</td>
<td>65055</td>
<td>MATERIALS TO MAINTAIN IMPROVEMENTS</td>
<td>MID AMERICAN WATER WAU</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD BEST BUY 00003137</td>
<td>IL</td>
<td>60202</td>
<td>$ 43</td>
<td>11/21/2018</td>
<td>62245</td>
<td>OTHER EQ MAINT</td>
<td>BEST BUY 00003137</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD LCOM-IEI INC</td>
<td>MA</td>
<td>01845</td>
<td>$ 307</td>
<td>11/21/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>LCOM-IEI INC</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD LCOM-IEI INC</td>
<td>MA</td>
<td>01845</td>
<td>$ 24</td>
<td>11/21/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>LCOM-IEI INC</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD HARD ROCK CONCRETE CUT</td>
<td>IL</td>
<td>60090</td>
<td>$ 184</td>
<td>11/21/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>HARD ROCK CONCRETE CUT</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD MSC</td>
<td>NY</td>
<td>11747</td>
<td>$ 183</td>
<td>11/21/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>MSC</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD TRAFFIC SAFETY STORE</td>
<td>PA</td>
<td>19380</td>
<td>$ 271</td>
<td>11/21/2018</td>
<td>65090</td>
<td>SAFETY EQUIPMENT</td>
<td>TRAFFIC SAFETY STORE</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD GRAINGER</td>
<td>IL</td>
<td>60045</td>
<td>$ 762</td>
<td>11/21/2018</td>
<td>65050</td>
<td>BUILDING MAINTENANCE MATERIAL</td>
<td>GRAINGER</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ZORO TOOLS INC</td>
<td>IL</td>
<td>60089</td>
<td>$ 109</td>
<td>11/21/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>ZORO TOOLS INC</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ZORO TOOLS INC</td>
<td>IL</td>
<td>60089</td>
<td>$ 212</td>
<td>11/21/2018</td>
<td>65085</td>
<td>MINOR EQUIP &amp; TOOLS</td>
<td>ZORO TOOLS INC</td>
</tr>
<tr>
<td>PUBLIC WORKS/WTR PROD ZORO TOOLS INC</td>
<td>IL</td>
<td>60089</td>
<td>$ 108</td>
<td>11/21/2018</td>
<td>65090</td>
<td>SAFETY EQUIPMENT</td>
<td>ZORO TOOLS INC</td>
</tr>
</tbody>
</table>

**ALL OTHER NOVEMBER TOTAL** $ 154,391.73

**LOCAL NOVEMBER TOTAL (248 TRANSACTIONS)** $ 28,364.66

**NON LOCAL NOVEMBER TOTAL (411 TRANSACTIONS)** $ 125,927.73
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: Amazon Credit Card Activity- BMO

Date: February 7, 2019

Recommended Action:
Staff recommends approval of the City of Evanston's BMO Amazon Credit Card Activity for the period ending November 26, 2018.

Summary:
Amazon Credit Card Activity – Period Ending November 26, 2018
BMO $ 6,369.59

Attachments:
Amazon November Credit Card Transactions
<table>
<thead>
<tr>
<th>REPORTS TO INTERMEDIATE</th>
<th>MERCHANT NAME</th>
<th>TRANSACTION AMOUNT</th>
<th>POSTING DATE</th>
<th>COST ALLOCATION - EXPENSE OBJECT</th>
<th>EXPENSE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>AMZN MKTP US*M81VM98A0</td>
<td>$337.52</td>
<td>11/8/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>TOOLS FOR METER REPLACEMENT</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>AMZN MKTP US*M854P78A2</td>
<td>$310.00</td>
<td>11/9/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>WINTER PPE</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>AMZN MKTP US*M85K008D1</td>
<td>$14.98</td>
<td>11/9/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>WINTER PPE</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>AMZN MKTP US*M85C57Q12</td>
<td>$45.95</td>
<td>11/9/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>FLEET OFFICE SUPPLIES</td>
</tr>
<tr>
<td>ADMIN SVCS/FAC MGMT</td>
<td>AMZN MKTP US*M85OG5260</td>
<td>$42.57</td>
<td>11/13/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>ROUTER BIT AND BEARING SET</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMAZON.COM*M891U3JE1</td>
<td>$43.16</td>
<td>10/26/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>CABLES TICKET 23757</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M86T57712</td>
<td>$78.00</td>
<td>10/26/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>TONER CARTRIDGE</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M83XK01C2</td>
<td>$37.84</td>
<td>10/30/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>TEMP SWITCH FOR SHERMAN GARAGE</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M3UP21U1</td>
<td>$58.14</td>
<td>10/30/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>TICKET 23805 REPLACEMENT DISK DRIVE</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M811H3150</td>
<td>$400.74</td>
<td>10/31/2018</td>
<td>62449 CITATION AND SECONDARY COLLECTABLE</td>
<td>CASH REGISTERS TICKET 23392</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M87IT3G81</td>
<td>$51.95</td>
<td>11/2/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>DESK MOUNT FOR CREDIT CARD MACHINE AT PD</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMAZON WEB SERVICES</td>
<td>$285.34</td>
<td>11/2/2018</td>
<td>62341 INTERNET SOLUTION PROVIDERS</td>
<td>AWS STORAGE GATEWAY</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M85R3XJ2</td>
<td>$238.88</td>
<td>11/2/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>HARD DRIVE AND RAM</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMAZON.COM*M87559G2</td>
<td>$200.00</td>
<td>11/7/2018</td>
<td>65045 LICENSING/REGULATORY SUPP</td>
<td>TICKET 23934 COIN SORTING MACHINE</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M83I11BL2</td>
<td>$106.44</td>
<td>11/7/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>POWER SUPPLYS FOR PTZ CAMERAS</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M85I15QE1</td>
<td>$120.95</td>
<td>11/9/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>NETWORK CARDS FOR PD AND SPARE POWER SUPPLY</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMAZON.COM*M89GN1K42</td>
<td>$1,409.71</td>
<td>11/15/2018</td>
<td>64546 ELECTRONIC EQUIPMENT/SUPPLIES (IT)</td>
<td>LAPTOP REPLACEMENT TICKET 23269</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M84F17722</td>
<td>$47.05</td>
<td>11/16/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>CABLES TICKET 23755</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M88L12IM0</td>
<td>$868.00</td>
<td>11/16/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>CISCO PHONES TICKET 23898</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M81J04141</td>
<td>$46.99</td>
<td>11/16/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>POWER STRIP</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M884X9IF0</td>
<td>$27.98</td>
<td>11/16/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>EXTENSION CORDS TICKET 23816</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M87IY4I61</td>
<td>$6.69</td>
<td>11/16/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>TICKET 24024 PHONE CABLE</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M85BY9WF1</td>
<td>$116.40</td>
<td>11/19/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>CABLES TICKET 23755</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M82J14RR2</td>
<td>$28.94</td>
<td>11/20/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>PEAK PERFORMANCE ACADEMY BOOK</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMAZON.COM*M037H9FY1</td>
<td>$134.99</td>
<td>11/21/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>REPLACEMENT SSD HARD DRIVE</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M9GV6FL1</td>
<td>$251.09</td>
<td>11/21/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>EPD SURVEILLANCE EQUIPMENT</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M82BZ2YB2</td>
<td>$479.00</td>
<td>11/21/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>CRADLEPOINT 4G ROUTER FOR NORTH BRANCH LIBRARY</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMZN MKTP US*M041894P1</td>
<td>$149.40</td>
<td>11/22/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>CISCO ASA RACKMOUNT KIT FOR TYLER FIREWALL</td>
</tr>
<tr>
<td>ADMIN SVCS/INFO SYS</td>
<td>AMAZON.COM*M040B9L61</td>
<td>$160.03</td>
<td>11/23/2018</td>
<td>62250 COMPUTER EQUIPMENT MAINT</td>
<td>24205 REPLACEMENT BATTERY FOR FLEET UPS</td>
</tr>
<tr>
<td>ADMIN SVCS/PARKING</td>
<td>AMZN MKTP US*M85V09AA2</td>
<td>$35.22</td>
<td>10/26/2018</td>
<td>65045 LICENSING AND REGULATORY SUPPLIES</td>
<td>FLASHLIGHT FOR NEW PART TIME PEO</td>
</tr>
<tr>
<td>ADMIN SVCS/PARKING</td>
<td>AMZN MKTP US*M873252T2</td>
<td>$10.99</td>
<td>10/19/2018</td>
<td>65045 LICENSING AND REGULATORY SUPPLIES</td>
<td>NAME TAG FOR NEW PT PEO A. WILSON</td>
</tr>
<tr>
<td>PUBLIC WORKS AGENCY</td>
<td>AMZN MKTP US*M88BN380D</td>
<td>$59.70</td>
<td>11/8/2018</td>
<td>65555 PERSONAL COMPUTER EQ</td>
<td>PROTECTIVE CASES FOR TABLETS</td>
</tr>
<tr>
<td>PUBLIC WORKS/PLAN-ENG</td>
<td>AMZN MKTP US*M86D2352</td>
<td>$97.95</td>
<td>11/14/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>PROTECTIVE GLOVES FOR ENGINEERING STAFF</td>
</tr>
<tr>
<td>PUBLIC WORKS/PLAN-ENG</td>
<td>AMZN MKTP US*M85R77Y2</td>
<td>$37.06</td>
<td>11/16/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>PROTECTIVE GLOVES FOR ENGINEERING STAFF</td>
</tr>
<tr>
<td>PUBLIC WORKS/PLAN-ENG</td>
<td>AMZN MKTP US*M86D22WH1</td>
<td>$29.94</td>
<td>11/19/2018</td>
<td>65090 SAFETY EQUIPMENT</td>
<td>SAFETY SUPPLIES</td>
</tr>
</tbody>
</table>

**AMAZON NOVEMBER TOTAL**

$6,369.59
To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: Wally Bobkiewicz, City Manager
Kumar Jensen, Sustainability Coordinator

Subject: Environmental Monitoring Study - Waste Transfer Station (RFP 18-57)

Date: February 5, 2018

Recommended Action
Staff recommends that City Council authorize the City Manager to execute a contract for the Environmental Monitoring Study – Waste Transfer Station (RFP 18-57) with RHP Risk Management (8745 W. Higgins Rd. Suite 320 Chicago, IL 60631) in the amount of $229,300.00 with a potential additional amount of $40,032.00 to purchase monitoring equipment after the study is complete.

Funding Source
Funding for the study will be provided from the Capital Improvement Program (CIP) (Account 415.40.4219.62145-119005). This account draws funds from the settlement funds awarded to the City in 2016 which equal $1,263,247.90 and the per ton host fee paid to the City which had a balance of $86,412.00 as of February 5, 2019.

Summary
On November 8, 2018 staff issued a Request for Proposal for professional environmental monitoring services to evaluate the air quality surrounding the waste transfer station (WTS) located at 1711 Church Street. The project was advertised in the Pioneer Press, on Demandstar and the City’s webpage.

The project’s primary focus will be to evaluate the air quality in relation to the operation of the WTS, including traffic patterns and impact. The purpose of study is to identify potential environmental contaminants originating from the waste transfer station and to measure the presence, quantity, impact and source, if possible.

The study’s duration is 6-month from the date that equipment is installed and able to collect data. The project will involve the installation of 5 stationary air quality monitoring
stations throughout the project target area (The area from Dodge Avenue to Ashland Avenue and Grove Street to Emerson Avenue). Once a contract is awarded staff will meet with the Contractor to develop a revised project timeline with the goal of launching the study no later than May, 2019. The Contractor has agreed to work with the City and community stakeholders including Environmental Justice Evanston to maintain a webpage with information about the equipment, data, results, etc.

On December 21, 2018 the City received three proposals as follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montrose Air Quality Service</td>
<td>1371 Brummel Ave. Elk Grove Village, IL 60007</td>
<td>$266,000.00</td>
</tr>
<tr>
<td>RHP Risk Management</td>
<td>8745 W. Higgins Rd. Suite 320 Chicago, IL 60631</td>
<td>$229,300.00</td>
</tr>
<tr>
<td>Mostardi Platt</td>
<td>888 Industrial Drive Elmhurst, IL 60126</td>
<td>$613,395.00</td>
</tr>
</tbody>
</table>

Proposals were reviewed by the following staff:
- Kumar Jensen, Sustainability Coordinator
- Ashley Mcilwee, Environmental Health Practitioner
- Ike Ogbo, Public Health Manager
- Ray Doerner, Recreation Program Manager
- Bridget Nash, Civic Engineer II

<table>
<thead>
<tr>
<th>Firm</th>
<th>Max Pts</th>
<th>Montrose Air Quality Service</th>
<th>RHP Risk Management</th>
<th>Mostardi Platt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Quals and Exp</td>
<td>15</td>
<td>14</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Responses to Additional</td>
<td>20</td>
<td>14</td>
<td>18</td>
<td>16</td>
</tr>
<tr>
<td>Submission Requirements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Approach</td>
<td>15</td>
<td>12</td>
<td>14</td>
<td>12</td>
</tr>
<tr>
<td>Price</td>
<td>30</td>
<td>20</td>
<td>21</td>
<td>0</td>
</tr>
<tr>
<td>Willingness to Execute</td>
<td>10</td>
<td>5</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Agreement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Org and Completeness of Proposal</td>
<td>10</td>
<td>9</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>Total Score 100 pts</td>
<td>100</td>
<td>74</td>
<td>88</td>
<td>57</td>
</tr>
</tbody>
</table>

RHP Risk Management received the highest overall score. They provided the best price, options to purchase equipment after the study and a balanced sampling methodology. In addition, staff were impressed with their community engagement approach which is a high priority for a project of this nature. Their proposal cost includes a 30-day traffic study.

RHP Risk Management is proposing to comply with the 25% M/W/EBE participation goal. A memo reviewing compliance with the City’s M/W/EBE program is attached.
Legislative History
The waste transfer station (WTS) is located at 1711 Church Street, and began its operations in 1984. In 2011, the City litigated claims brought against it by Veolia Environmental n/k/a Advanced Disposal Services Solid Waste Midwest, LLC, regarding the Transfer Station Fee imposed in connection with the WTS operations. The City committed Veolia/Advanced to paying the fee while the litigation was pending. The City collected $1,263,247.90 in Transfer Fees since 2011 until the settlement was reached in 2016. The fees were sequestered by the City and remained unspent in a set-aside City account.

Council adopted Ordinance 8-I-16 on March 14, 2016 authorizing a Host Community Agreement with Advanced Disposal for the WTS. The initial host fee is $0.75 per ton and began January 1, 2018. The host fee is estimated to generate $90,000 to $110,000 per year.

On May 14, 2018, the City Council approved item A3.6 (separated into two items) regarding tipping fees/host agreement fees received from Advanced Disposal. The City Council approved creation of a fund that will hold the $1,263,247.90 fees previously collected, in addition to holding the host fees that began January 1, 2018 moving forward. The fund has been set up and is Account 520.40.4310.53196. The City Council also approved spending of $192,500 to cover an environmental monitoring study and the equipment costs. The funding for the environmental study ($25,000) and equipment ($167,500) will be from the newly created account.

Attachment
M/W/EBE Memo
To: Wally Bobkiewicz, City Manager  
Kumar Jensen, Sustainability Coordinator  

From: Tammi Nunez, Purchasing Manager  

Subject: Environmental Monitoring Study – Waste Transfer Station, RFP 18-57  

Date: February 11, 2019  

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the Environmental Monitoring Study – Waste Transfer Station, RFP 18-57, RHP Risk Management’s total base bid is $229,300.00 and they will receive 28% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
</table>
| AFC International Inc.  
715C SW Almond Street  
DeMotte, IN 46310       | Safety Equipment Supplier | $50,235.34      | 22%|     | X   |     |
| WindSoleil     
1715 Emerson Street  
Evanston, IL 60201     | Energy                 | $14,151.00      | 6% |     | X   |     |
| **Total M/W/EBE** |                        | **$64,386.34**  | 28%|     |     |     |

CC: Hitesh Desai, Chief Financial Officer
For City Council Meeting of February 11, 2019  
Business of the City by Motion: Sole Source Renewal of Dell Pro Support  
For Action

Memorandum

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

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

Subject:  Sole Source Renewal of Dell Pro Support

Date:  January 23, 2019

Recommended Action:
Staff recommends City Council authorize the sole source renewal of Pro Support from Dell Technologies (1 Dell Way, Round Rock, TX, 78682) in the amount of $43,007.16. This renewal purchase enables the city to maintain support plans for critical IT infrastructure. The 2019 costs are the same as last year’s cost with one additional server being added to Pro Support in 2019.

Funding Source:
Funding is provided by the IT Division’s Computer License and Support Fund (Account 100.19.1932.62340) which has a 2019 budget of $550,000.00 and current balance of $542,405.14. The account balance will be $499,397.98 after this purchase.

Livability Benefits:

Summary:
The IT Division recommends that the City renews the annual support agreement for the appliances itemized in the attached quote from Dell Enterprises. The items include seven (7) Dell PowerEdge servers and six (6) Dell Equallogic SAN storage appliances.

These items provide computer, memory, and data storage for the City's virtual server environment. These servers and storage appliances provide critical data services for the
enterprise that support identity management, file services, telephony, wireless device management, security video management, and cybersecurity operations.

This sole source renewal in the amount of $43,007.16 from Dell Technologies leverages the buying power of the Midwestern Higher Education Compact purchasing contract MHEC-07012015 - Code Number 99AGZ.

Attachments:

1. Quote from Dell Technologies
Extended Services Quote Information

Quote #:
30003317353542

Customer Information

Date: December 11, 2018
Company Name: CITY OF EVANSVILLE
Dell Customer #: 4715679
Contract Code #: 70137
Customer Agreement #: Dell Std Terms

Dell Contact Information
Charen Villanueva
Phone: 720-340-5739 ext 5009

Dell Extended Services Details

<table>
<thead>
<tr>
<th>Model</th>
<th>SKU #</th>
<th>Service Contract Description</th>
<th>New Contract End Date</th>
<th>Quantity</th>
<th>Price</th>
<th>Reinstatement Fee</th>
<th>Discount</th>
<th>Price After Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PowerEdge R715 Upgrade</td>
<td>909-9296</td>
<td>Dell ProSupport: Next Business Day Onsite Resolution</td>
<td>1/27/2015</td>
<td>1</td>
<td>$45.24</td>
<td>-</td>
<td>-</td>
<td>$45.24</td>
</tr>
<tr>
<td>PowerEdge R715 Upgrade</td>
<td>909-9146</td>
<td>Dell ProSupport: 7x24 Hours Hardware Support</td>
<td>1/27/2015</td>
<td>1</td>
<td>$99.43</td>
<td>-</td>
<td>-</td>
<td>$99.43</td>
</tr>
<tr>
<td>PowerEdge R715 Upgrade</td>
<td>909-9295</td>
<td>Dell Custom Other Services</td>
<td>1/27/2015</td>
<td>1</td>
<td>$1,997.12</td>
<td>-</td>
<td>-</td>
<td>$1,997.12</td>
</tr>
<tr>
<td>PowerEdge R715 Upgrade</td>
<td>909-9025</td>
<td>Dell ProSupport: 4-Hour 7x24 Onsite</td>
<td>1/27/2015</td>
<td>1</td>
<td>$1,042.12</td>
<td>-</td>
<td>-</td>
<td>$1,042.12</td>
</tr>
<tr>
<td>PowerEdge R715 Upgrade</td>
<td>909-9025</td>
<td>Dell ProSupport: 4-Hour 7x24 Onsite</td>
<td>1/27/2015</td>
<td>1</td>
<td>$1,042.12</td>
<td>-</td>
<td>-</td>
<td>$1,042.12</td>
</tr>
<tr>
<td>PowerEdge R715 Upgrade</td>
<td>909-9025</td>
<td>Dell ProSupport: 4-Hour 7x24 Onsite</td>
<td>1/27/2015</td>
<td>1</td>
<td>$1,042.12</td>
<td>-</td>
<td>-</td>
<td>$1,042.12</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
<tr>
<td>EqualLogic PS611x Upgrade</td>
<td>932-9185</td>
<td>Dell ProSupport: Onsite</td>
<td>1/31/2019</td>
<td>1</td>
<td>$2,010.07</td>
<td>-</td>
<td>-</td>
<td>$2,010.07</td>
</tr>
</tbody>
</table>

Extended Service Information

Contract Descriptions
- S1/S9: ProSupport 4HR 7X24 Onsite
- ND: Next Business Day Onsite Resolution
- NC: Next Business Day Onsite
- NP: Dell Support Mission Critical Technical Support
- AR: Advanced Return
- RR: Return to Depot
- RS: Dell ProSupport Technical Support
- PS: ProSupport Technical Support
- PSMC: Dell ProSupport Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support
- P: Dell ProSupport Plus Mission Critical Technical Support

Legacy Contracts (Not available)
- S: Silver/Gold/Platinum
- C: Client Gold Technical Support
- P: IT ProSupport
- PS: IT ProSupport Mission Critical
- S4: BASIC 4HR 5x10 Onsite

Pricing does not include sales tax where applicable. This quotation is valid for 30 days.

Purchase Order Requirements
Please remember to include the following information:
- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount
- An authenticating signature (if required)

Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

Subtotal: $42,808.16
Reinstatement Fee: $199.00
Discount: $43,007.16

Total: $43,007.16
Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties, for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer/Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please note: all tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.
For City Council meeting of February 11, 2019

Item A6

Business of the City by Motion: 2019-2021 Agreement with Otis Elevator Company

For Action

Memorandum

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

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
Sean Ciolek, Division Manager of Facilities Management

Subject: 2019-2021 Renewal of Elevator Service Agreement with Otis Elevator Company for the Civic Center, Service Center, Maple Ave. and Church Street Parking Garages

Date: January 25, 2019

Recommended Action:
Staff recommends City Council approval of the renewal of a 3 year sole source service and maintenance agreement with Otis Elevator Company (949 Oak Creek Drive, Lombard, IL) for the 2 elevators at the Civic Center, 1 freight elevator at the Service Center, 5 elevators at the Maple Avenue Parking Garage and 3 elevators at the Church Street Parking Garage in the amount of $60,324.60 for FY 2019, $60,324.60 for FY 2020 and $60,324.60 for FY 2021. The proposed 3-year service agreement is effective from January 1, 2019 to December 31, 2021.

Funding Source:
Facilities 2019 Budget 100.19.1950.62425  $4,165.00
Facilities 2019 Budget 100.19.1950.62509  +$74,845.00
3 Elevators (Civic & Service)  $16,452.08
Parking Fund 2019 Budget 505.19.7025.62245  $22,000
3 Elevators (Church St.)  $16,452.26
Parking Fund 2019 Budget 505.19.7037.62245  $40,000
5 Elevators (Maple Ave.)  $27,420.26

Summary:
Otis Elevator Company has been successfully maintaining and servicing the elevators located at the Service Center, Lorraine H. Morton Civic Center, and both the Maple

Page 1 of 2
Avenue and Church Street Parking Garages under various length contracts and extensions since 2005. Annual maintenance and service agreements for elevators are standard practice for municipal facilities. The specialized equipment and parts used to repair the elevators is proprietary equipment exclusive to the Otis Elevator Company. Staff is requesting approval for a multi-year service and maintenance agreement for FY2016, FY2017 and FY2018.

The cost for this service in 2018 was $60,324.24 resulting in an almost 0% increase (0.36 cents increase) for 2019, 2020 and 2021.

Attachments:
Otis Proposal for three years
TO:
City Of Evanston
Attn: Civic Center
2100 Ridge Ave
Evanston, IL  60201

FROM:
Otis Elevator Company
949 Oak Creek Drive
Lombard, IL  60148

EQUIPMENT LOCATION:
Church Street Parking
525 Church Street
Evanston, IL  60201

Nora Gross
Phone: (224) 254-0862
Fax:(860) 660-2661

PROPOSAL NUMBER: AKK322

EQUIPMENT DESCRIPTION:

<table>
<thead>
<tr>
<th>No Of Units</th>
<th>Type Of Units</th>
<th>Manufacturer</th>
<th>Customer Designation</th>
<th>Machine Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GEARED</td>
<td>DOVER</td>
<td>N. ELV</td>
<td>D40329</td>
</tr>
<tr>
<td>5</td>
<td>GEARED</td>
<td>OTIS ELEVATOR</td>
<td>ELV 5 , ELV 4 , ELV 3, ELV 2 , ELV 1</td>
<td>608539, 608538, 608536, 608535</td>
</tr>
<tr>
<td>2</td>
<td>HYDRAULIC</td>
<td>DOVER</td>
<td>ONLY ELV , S. ELV</td>
<td>D40387, D40037</td>
</tr>
<tr>
<td>3</td>
<td>HYDRAULIC</td>
<td>OTIS ELEVATOR</td>
<td>S. A , S. B</td>
<td>404887, 404888, 404889</td>
</tr>
</tbody>
</table>

OTIS MAINTENANCE
We propose to furnish Otis Maintenance on the equipment (“Units”) described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM®
We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE
We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating
equipment.

- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

**RELIABILITY**

**PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

**PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

**QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

**RESPONSIVENESS**

**24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

**COMMUNICATION**

**CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.
REPORTS – eSERVICE
We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS
We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS
We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS’ SERVICE TEST
If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING
We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION
Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS
You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY
You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.
If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA’s directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer’s site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on “The Americas” tab on the left side of the website; (2) choosing “US/English” to take you to the “USA” web page; (3) clicking on the “Otis Safety” link on the left side of the page; and (4) downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer’s facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse

© OTIS ELEVATOR COMPANY, 2011 All Rights Reserved LiNX Form MNT-OM (01/30/13) Proposal#: AKK322

Page 4 of 10
compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

**NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

**SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

**THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

**CLARIFICATIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, elevator balustrades, elevator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney’s fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker’s compensation and employers’ liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon
the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator(s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

**ALTERATIONS**
You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

**Witnessing**
Witnessing costs will be included in this contract price.

**Modernization**

The Civic Center Units will be suspended from the contract upon start of modernization installation. They will be returned to the contract once turnover has been completed, at a discounted rate.

Unit # D40329 (Traction) - New Price: $350.00/Month
Unit # D40037 (Hydro) - New Price: $220.00/Month

**CONTRACT PRICE AND TERM**

**CONTRACT PRICE**

*Five thousand twenty-seven dollars and five cents ($ 5,027.05 ) per month, payable Annually*

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis ‘s contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs. The percentage increase of the Contract will not exceed 3.00%.

**A. Material**

Five hundred two dollars and seventy-one cents ($ 502.71 ) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of “Producer Commodity Prices for Metals and Metal Products” published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 09/01/2018 which was 224.400.

**B. Labor**

Four thousand five hundred twenty-four dollars and thirty-five cents ($ 4,524.35 ) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2018 which was 95.369. The phrase “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be 01/01/2019.

The Term of this Contract unless modified under the extended term below, will be for three (3) years beginning on the Commencement Date. The Contract will automatically be renewed on the third anniversary of the Commencement Date for an additional thirty (30) days unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current three (3) year term. Thereafter, the Term of the Contract may be terminated by either party by giving written notice to the other party of at least thirty (30) days.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**
Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

**Electronic Funds Transfer Payments (ACH/EFT)**

**Transmission Format**

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below).

**Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.**

**Minimum Payment Information**

The following information is required with each transmission:

- Payment Amount
- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (minimum 10 characters, maximum 12 characters in exact Otis format).
- Example NKG05678 101 or NKG38062001.
- Payment Date

**Depository Information**

Depository Institution: JP Morgan Chase
Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339
Account Name: Otis Elevator Company
Account Number: 55-20622
Bank routing Number: 071000013
If a wire transfer use this routing number: 021000021

**Remittance Information**

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.
This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Nora Gross  
Title: Account Manager  
E-mail: Nora.Gross@otis.com

Accepted in Duplicate

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>Otis Elevator Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved by Authorized Representative</td>
<td>Approved by Authorized Representative</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Signed:</td>
<td>Signed:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Jenna Parezo</td>
</tr>
<tr>
<td>Title</td>
<td>Branch Sales Manager</td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Name of Company:</td>
<td></td>
</tr>
</tbody>
</table>

- □ Principal, Owner or Authorized Representative of Principal or Owner
- □ Agent:  
  (Name of Principal or Owner)
BILL TO INFORMATION
Company Name: ____________________________________________
Address: ________________________________________________
Address 2: _______________________________________________
City: ___________________________________________________
State: ___________________________________________________
Zip Code: ________________________________________________

ACCOUNTS PAYABLE CONTACT
Name: _____________________________________________________
Phone Number: ___________________________________________
Fax Number: ______________________________________________
E-mail: __________________________________________________

TAX STATUS
Are you tax exempt? Yes No
If yes, please provide tax exempt certificate
Do you require a Purchase Order be listed on your invoices? Yes No
If yes, please provide contact info for PO renewal:
Name: ___________________________________________________
Fax: _____________________________________________________
Phone: __________________________________________________
E-Mail: __________________________________________________

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No
If yes, please provide blank check for bank routing and account information.
For City Council meeting of February 11, 2019

Business of the City by Motion: 2019-2021 Renewal of BAS Agreement with Siemens Industry Inc.

For Action

Memorandum

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

From: Erika Storlie, Deputy City Manager/Director of Administrative Services
      Sean Ciolek, Division Manager of Facilities Management


Date: January 25, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a one year service agreement for the Building Automation System (BAS) in the amount of $28,600 with Siemens Industry (585 Slawin Court, Mount Prospect, IL 60656). The agreement cover hardware, software and service visits for the HVAC system in the City of Evanston Police Headquarters. Also included are two additional 1 year optional renewals at $29,200.00 and $29,880.00, respectively. The 2019 cost for this service represents an increase of 0.3% over last years’ cost.

Funding Source:
Facilities Account Number 100.19.1950.62509 - Service Agreements & Contracts with a 2019 budget of $240,031.00

Summary:
The City of Evanston has had the existing Siemens BAS in place for the Police Headquarters since the original installation in 1985. Siemens Industry, Inc. BAS is a proprietary system requiring an annual service and maintenance agreement to ensure that the system is functioning properly and receiving the necessary upgrades that are required. Since it is the system that we currently have in place, it is in the City’s best interest to move forward with a maintenance agreement with them. Siemens is also familiar with our systems in this building which is a plus.

The BAS allows Facilities Management staff to view operation of the HVAC system at this location from remote locations 24 hours a day. This is a critical function that allows staff to respond to alarms that warn of issues occurring with the HVAC system. This can be done remotely so that on-call staff can assess the urgency of the situation and determine whether the problem needs to be resolved in the field or can be adjusted remotely without visiting the facility. This system saves time, energy and increases the
efficiency of the equipment. Staff is requesting approval for a one year service and maintenance agreement for FY2019 with two single options to renew for FY2020 and FY2021.

Since the building automation system is proprietary software developed by only one company there are no other competitors that can offer the service.

The cost for this service in 2018 was $28,500.00 resulting in approximately a 0.3% increase for 2019.

This is the only building on a separate BAS from the rest of the city buildings other than the Library, (which is also on Siemens but that contract is administered by the Library) but changing it to match the rest of the facilities would require switching out equipment, software and programming which is an extensive and expensive process. The City is exploring this option and depending on costs may work towards a consolidation over the next few years.

Attachments:
Siemens Industry, Inc. Proposal
Advantage Services®

Agreement for: City of Evanston Police Department and 911 Facility
Site location: 2100 Ridge Avenue, Evanston

1/14/19
1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall operation. The existing Building Automation System actively controls the following building equipment:

- All Air Handling & Ventilation Systems
- HW / CHW Pumps
- Continuous Monitoring of System Alarms

Siemens service coverage levels are identified below and consist of preventive maintenance and software updates. All Software Revisions are provided to prevent system obsolescence, maintain system performance, and minimize your energy spend. All regular maintenance and service tasks will be provided throughout the year as needed to maintain the performance of the Building Automation and System.

This Service Agreement has been specifically developed to support your unique facilities, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.
1.3 Building Automation Services

1.3.1 Technical Support Services

Emergency Online/Phone Response is provided Monday through Sunday, 24x7. System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within (4) hours or sooner, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched.

Emergency Onsite Response: Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and be onsite by the next business day, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call. Emergency on-site labor will be provided and billed at the prevailing discounted rate.

Controller Analysis & Optimization: Through Controller Analysis & Optimization, we ensure reliable and optimized performance of your BAS Terminal Equipment Controllers throughout your HVAC system. You will realize a more comfortable and productive environment and will benefit from lower energy consumption through more efficient equipment usage. Terminal equipment can by their nature under perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through the use of the Controller Analysis Program (CAP) and / or other tools we can pinpoint which systems have possible air flow or temperature control problems.

Preventive Maintenance: Siemens will provide onsite preventive maintenance inspections (4-5) times throughout the year on the Building Automation System. All inspections will be scheduled in advance with your engineering staff. Adjustments to scheduled inspections will be coordinated and agreed upon by all parties. All onsite inspection activities will be documented and reviewed as needed.
**Staff Training and Operator Coaching:** Siemens will provide onsite training and systems consulting during our regularly scheduled inspections to review operational sequences, software enhancements, new system capabilities, or other system related issues. Ongoing staff training is essential in achieving full use of the systems operational capabilities, managing staff turnover, and minimizing system failures. We will meet with your staff on an ongoing basis to evaluate the effectiveness of these services.

**Business Protection & Recovery Services.** Through this service we help protect your HVAC Control Systems vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, hard drive or controller failure, flood, physical damage, etc.). Siemens will perform scheduled back-ups for your PC based workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this proposal) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The Apogee database and all applications are fully maintained by Siemens. We will provide advanced diagnostics and troubleshooting through our Corporate Field support team to assist in the resolution of Apogee software based issues.

**Network Analysis & Optimization:** Through this service we will ensure reliable communication throughout your Building Automation System. We will coordinate with your IT Network staff/provider to verify the appropriate connectivity is maintained. Ongoing maintenance of your IT network including routers, switches, and hubs is the responsibility of your staff/provider. Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The field hardware included under this service will be based on the BAS System profile effective 1/1/2019.

**Repair & Replacement Services.** To reduce the effects of unbudgeted repairs, Siemens will provide labor and materials to repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Repair and replacement of all BAS Panels identified on the List of Maintained Equipment devices are included. All external sensors/actuators/end devices will be repaired or replaced and invoiced at the preferred discounted rates.

**Software Analysis & Optimization:** Through Software Analysis & Optimization, Siemens will help ensure that software changes made by your staff are clear and consistent. We will address any software problems that would negatively impact system performance. We will address any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. This will increase system efficiency, assure compliance to specified conditions, and reduce the risk of costly and disruptive system problems. We will perform this service using onsite visits and / or remote services (if applicable).
1.3.2 System Performance Updates & Upgrades

**Hardware Updates.** Through this service, your field hardware will be upgraded and replaced with the latest revision to prevent system obsolescence. You will benefit from new features and enhancements that will improve building operations, take advantage of the latest version changes, while extending the life of your investment. Siemens has provided all design engineering, field panel hardware, database conversion, and verified the sequence of operation for all BAS systems. All of the existing critical PXCM Processors and point modules have been upgraded to the current version.

**Software Updates.** Through this service, you will benefit from new features and enhancements that will improve building operations, take advantage of the latest version changes, while extending the life of your investment. Siemens will provide you with software and documentation updates to your existing DESIGO software as they become available (approximately annually).

The DESIGO software and user licensing has been upgraded and resides on a virtual server provided and maintained by the City of Evanston IT department. Siemens will provide software revisions and enhancements to this operating system and coordinate these activities through your IT department.

All documentation including system training will be provided to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industries commitment to compatibility by design, a commitment unique in our industry.
# List of Maintained Equipment

<table>
<thead>
<tr>
<th>Equipment Category</th>
<th>Equipment SubCategory</th>
<th>Equipment</th>
<th>Qty</th>
<th>Serial Number</th>
<th>Location</th>
<th>Mfg/Model</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Control Systems - Summary Level</strong></td>
<td>Data Protection &amp; Data Recovery</td>
<td>Desigo 3.0</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services (quarterly): Data Protection &amp; Recovery Services, Software revisions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Control Systems - Summary Level</strong></td>
<td>Data Protection &amp; Data Recovery</td>
<td>RENO Paging Application</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services (quarterly): Data Protection &amp; Recovery Services, Software revisions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Hardware</td>
<td>BAS Controller</td>
<td>PXCM Controllers</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services (six times per year): Preventative Maintenance, Repair labor provided during PM inspections</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Hardware</td>
<td>FLN Controller</td>
<td>Terminal Equipment Controller</td>
<td>69</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services (six times per year): Preventative Maintenance, Repair labor and Material excluded</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Hardware</td>
<td>AHU Controls</td>
<td>Pneumatic Electronic Controls</td>
<td>Misc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services (annually): Preventative Maintenance, Repair labor provided during PM inspections</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

(Jan 1, 2019 thru Dec 31, 2019)

Please note: Rates shown are for the period referenced above but are subject to change without notice.

<table>
<thead>
<tr>
<th>Standard Labor Rates:</th>
<th>Straight Time (M-F 7 AM to 5 PM) excl. Holidays</th>
<th>Regular Overtime (M-F 5 PM to 7 AM, &amp; Sat) excl. Holidays</th>
<th>Sundays &amp; Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automation Specialist</td>
<td>$235.00</td>
<td>$352.00</td>
<td>$470.00</td>
</tr>
<tr>
<td>Electrical Technician</td>
<td>$243.00</td>
<td>$365.00</td>
<td>$486.00</td>
</tr>
<tr>
<td>Fire Tech</td>
<td>$194.00</td>
<td>$292.00</td>
<td>$388.00</td>
</tr>
<tr>
<td>Fire Sprinkler Fitter</td>
<td>$194.00</td>
<td>$292.00</td>
<td>$388.00</td>
</tr>
<tr>
<td>Security Specialist</td>
<td>$194.00</td>
<td>$292.00</td>
<td>$388.00</td>
</tr>
<tr>
<td>HVAC Mechanic</td>
<td>$215.00</td>
<td>$322.00</td>
<td>$430.00</td>
</tr>
</tbody>
</table>

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed:

<table>
<thead>
<tr>
<th>Preferred Customer Labor Rates:</th>
<th>Straight Time (M-F 7 AM to 5 PM) excl. Holidays</th>
<th>Regular Overtime (M-F 5 PM to 7 AM, &amp; Sat) excl. Holidays</th>
<th>Sundays &amp; Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automation Specialist</td>
<td>$196.00</td>
<td>$294.00</td>
<td>$392.00</td>
</tr>
<tr>
<td>Electrical Technician</td>
<td>$211.00</td>
<td>$317.00</td>
<td>$422.00</td>
</tr>
<tr>
<td>Fire Tech</td>
<td>$169.00</td>
<td>$253.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>Fire Sprinkler Fitter</td>
<td>$169.00</td>
<td>$253.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>Security Specialist</td>
<td>$169.00</td>
<td>$253.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>HVAC Mechanic</td>
<td>$195.00</td>
<td>$292.00</td>
<td>$390.00</td>
</tr>
</tbody>
</table>

### Vehicle and Material Rate:

*Numerical rates apply from 7 a.m. – 5 p.m. Monday thru Friday (except Holidays).

**Minimum Labor Charges and Travel Costs:** Service for customers with a Service Agreement involving travel to the customer site will incur a two-hour minimum labor charge plus a flat $90.00 trip charge. Technician travel time and on-site labor time is billable.

Service for customers without a Service Agreement involving travel to the customer site will incur a four-hour minimum labor charge plus a flat $90.00 trip charge. Technician travel time and on-site labor time is billable.
Automation On-line Support Services: Customers will be charged a 2 hour minimum (at the prevailing Automation Specialist rate) for online automation diagnostics and other remote services, and consulting services provided via phone. No trip charge applies for remote support services.

Factory Repair / Replacement Material Discounts: Customers with a current Service Agreement will receive a discount of 40% less 20% off list on standard catalog pricing for Siemens Industry Inc. – BT Division products except products listed in the catalog with the @ sign are limited to a 40% discount. Customers without a current Service Agreement will receive a discount of 25% off list on standard catalog pricing for Siemens Industry Inc. – BT Division products.
2 Siemens Industry, Inc.

2.1 Signature Page and Investment

By and Between:

Siemens Industry, Inc.
585 Slawin Court
Mount Prospect, IL  60656

City of Evanston
2100 Ridge Avenue
Evanston, IL  60201

Services shall be provided at the City of Evanston Police 911 Headquarters, Evanston, IL.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 1/14/19 and the attached terms and conditions.

Duration: This contract is an original one year contract with per the pricing schedule below.

Investments:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Annual</th>
<th>Semi-annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/01/2019 to 12/31/2019</td>
<td>$28,600.00</td>
<td>$14,300.00</td>
</tr>
</tbody>
</table>

Optional Years:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Annual</th>
<th>Semi-annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2020 to 12/31/2020</td>
<td>$29,200.00</td>
<td>$14,600.00</td>
</tr>
<tr>
<td>1/1/2021 to 12/31/2021</td>
<td>$29,880.00</td>
<td>$14,940.00</td>
</tr>
</tbody>
</table>

Proposal accepted by:

City of Evanston
Authorized Representative

Proposal submitted by:

John C. Dwan
Account Executive
Siemens Industry, Inc.

Signature ________________________ Date __________

P.O.# ____________________________

Approved for Siemens Industry, Inc. by:

Paul Hayes
Zone Manager

Signature ________________________ Date __________
3. Terms and Conditions

SERVICE TERMS AND CONDITIONS WITH MONITORING (REV. 02/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services (“Services”) to be provided by SBT and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SBT may grant a security interest in the proceeds to be paid to SBT under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing with the prior approval of the Legal Departments of SBT and Customer and signed by duly authorized officers or managers of SBT and Customer. (b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SBT without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement. (c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply to all terms and conditions unless clearly incompatible with the given type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON ALL CLAIMS where SBT is a party.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in this Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SBT employee who has performed work under this or any other agreement between Customer and SBT, Customer shall pay SBT an amount equal to the employee's annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement at Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services; and Customer fails to take corrective action, then SBT may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement shall be performed at the time and place and in the manner deemed appropriate by SBT, in accordance with applicable law and the requirements of then current National Fire Protection Association (“NFPA”) guidelines if applicable, and other relevant standards.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SBT or a person authorized by it, Customer shall immediately notify SBT in writing. If SBT receives the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SBT

3.1 SBT shall only perform the Services identified in this Agreement.

3.2 SBT shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SBT reasonably deems necessary; (b) notify SBT of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions; hours of usage, system modifications or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer’s or supplier’s instructions or this Agreement or provide any of the aforementioned events SBT may terminate or suspend Services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SBT will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SBT, except Hazardous Materials and parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SBT. (d) painting or reframing of Covered Equipment or surrounding surfaces; (e) changes to Services; (f) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SBT; (g) failure to continuously provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (h) the removal or replacement of installation values, dampers, waterflow switches, ventilating or draining systems. SBT is not responsible for services performed on any Covered Equipment other than by SBT or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SBT shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SBT is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement (“Deliverables”) shall become Customer's property upon full payment to SBT. SBT may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SBT are instruments of SBT's work ("Instruments") and shall remain SBT's property. Siemens reserves no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Customer's use only for the purposes disclosed to SBT and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SBT's express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SBT, or use by any party other than Permitted Users will be at Permitted Users' sole risk and without liability to SBT; and, in addition to any other rights SBT may have, Customer shall indemnify, defend and hold SBT harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SBT, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SBT, the documents prepared for the Customer will represent SBT's best judgment based on SBT’s experience and the information reasonably available to SBT at the time that the Services are performed. Customer acknowledges that SBT does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SBT as part of the Services provided heretofore.

3.11 Where Services include EMC, SBT will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SBT, shall: (a) designate a contact person with authority to make decisions for Customer regarding the Services and provide SBT with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SBT will, in its reasonable discretion, act accordingly; (b) Provide or acquire without cost all reasonable provisions, means and access for SBT to any site and the equipment where Services are to be performed; (c) Permit SBT to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services; (d) Furnish SBT with all available information pertinent to the Services; (e) Obtain and furnish to SBT all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SBT has expressly agreed in writing to obtain; (f) Maintain the Services site in a safe condition; notify SBT promptly of any site conditions requiring special care, and provide SBT with any available documents describing the quantity, nature, location and extent of such conditions; (g) Comply with all laws and provide any notices required to be given to any government agency in connection with the Services, except such notices SBT has expressly agreed in this Agreement to give; (h) Provide SBT with Material Safety Data Sheets (MSDS) conforming to OSHA and other regulations related to all Hazardous Materials at the site which may impact the Services; (i) Furnish to SBT any continuity plans related to the site; (j) Furnish the specified operating environment, including without limitation, suitable, clean, safe, properly conditioned electrical power and other utilities; (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and, (l) service or provision of consumable supplies, including but not limited to batteries and carbon cylinder charging; (m) painting or reframing of Covered Equipment or surrounding surfaces; (n) changes to Services; (o) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SBT; (p) fail to continuously provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (q) the removal or replacement of installation values, dampers, waterflow switches, ventilating or draining systems. SBT is not responsible for services performed on any Covered Equipment other than by SBT or its agents.

Service with Monitoring February 2009

Siemens Industry, Inc. 1/14/19 Page 10
Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System Logbook.

4.2 Customer acknowledges that the technical and pricing information herein is priced by SBT and agrees not to disclose, or make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SBT shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to stop their work. SBT’s work and presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SBT is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer’s or its other contractors’ activities or operations; the work of any other person or entity; or Customer’s site conditions. SBT is not responsible for inspecting, observing, reporting or correcting health or safety conditions or any conditions of Customer or others at Customer’s site. So as not to discourage SBT from voluntarily addressing such issues, in the event SBT does make observations, reports, suggestions or otherwise regarding such issues, SBT shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refurbishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SBT notifies Customer that such system is operational or the express work orders have been performed. SBT shall not be responsible for the adequacy of the health, safety or security programs or precautions related to any person or entity or other contractors’ activities or operations; the work of any other person or entity; or Customer’s site conditions. SBT is not responsible for inspecting, observing, reporting or correcting health or safety conditions or any conditions of Customer or others at Customer’s site. So as not to discourage SBT from voluntarily addressing such issues, even in the event SBT does make observations, reports, suggestions or otherwise regarding such issues, SBT shall not be liable or responsible for same.

Article 5: Compensation

5.1 Annual Fees shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment heretofore and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will for, and in consideration of, all Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer’s request; if inspection does not reveal any deficiency covered by the Agreement; (b) Services performed other than during SBT’s normal working hours; and (c) Services performed on equipment not covered by this Agreement.

5.3 SBT shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net on receipt unless Customer has agreed and has been approved for credit with SBT, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SBT may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1 1/2%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse SBT for its costs and expenses (including reasonable attorneys’ and witnesses’ fees) incurred for collection under this Agreement. Commencing at any time and at any portion of or all of an invoice, if not paid on or before the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue from the date due until paid, to the extent that such amounts are finally determined to be payable to SBT.

5.4 Except to the extent expressly agreed in this Agreement, SBT’s fees do not include any taxes, excise, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SBT for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SBT with a valid exemption certificate or permit and hold SBT harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement shall be based on each renewal of the Agreement including an initial year or immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index—All Urban Consumers U.S. All items, 1982–1984=100 (“CPI-U”). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for by Customer. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 Services are performed, costs and methods change or circumstances outside SBT’s reasonable control (such as changes of law) may develop which require SBT to expend additional costs, effort or time to complete the Services, in which case either SBT shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event the conditions or circumstances require Services to be suspended, SBT shall cooperate and will otherwise make it available to others.

6.2 SBT shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, conflagration, flood, water damage, lightning, freezing-up, strikes, lockouts, differences with vendors, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SBT shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period. SBT’s compensation equitably adjusted to compensate for additional costs SBT incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SBT hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SBT. Such re-performance hereunder shall not interrupt or prolong the warranty period. In all agreements hereunder that include labor warranties, if defects are found, Customer’s exclusive remedy against SBT for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in this Article 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SBT from any liability arising out of all hazards covered by Customer’s insurance, and all claims against SBT arising out of such hazards, including any right of subrogation by Customer’s insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SBT UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS Volatile AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SBT DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET’S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SBT DOES NOT PROVIDE CUSTOMER A GUARANTEE OR WARRANTY OF THE RESULTS OF SBT’S RECOMMENDATIONS. CUSTOMER MAKES AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER’S SOLE RISK. 7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SBT MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SBT BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES; AND WHETHER SBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND, IN ANY EVENT, SBT’S aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any performance of the Services furnished under this Agreement is limited to the total compensation received by SBT from Customer under this Agreement. SBT reserves the right to control the manner and settlement of any claim for which SBT has an obligation under the warranty hereunder. The parties acknowledge that the price which SBT has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SBT has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.
upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SBT shall not be responsible for the maintenance, repair or replacement of, or Service not covered by, except for the items listed below, any equipment, including but not limited to: a) malfunctioning or defective parts of the Equipment, b) malfunctions of customer, operator's actions, or c) acts of God, nature or any other cause beyond SBT's control.

8.2 SBT shall not be responsible for loss, delay, injury or damage that may be caused by equipment not being properly or being improperly stored, shipped, moved, or disposed of, and that may be caused by acts of God, such as flood, hail, wind, lightning, earthquake, fire, or act of war.

8.3 SBT is not responsible for the removal or repair of replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.4 SBT is not responsible for the removal or repair of replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.5 SBT is not responsible for the removal or repair of replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.6 SBT is not responsible for the removal or repair of replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.7 SBT is not responsible for the removal or repair of replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.8 SBT shall be liable only for the cost of the replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.9 SBT shall be liable only for the cost of the replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.10 SBT shall be liable only for the cost of the replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.

8.11 SBT shall be liable only for the cost of the replacement valves, dampers, or instruments not being provided by SBT, or for the removal of any hazardous or toxic materials, including but not limited to asbestos, lead, or any other material.


9.1 The Services do not include direct or indirect performing or arranging for the detection, testing, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law. ("Hazardous Materials") present at Customer's Site where the Services are performed. SBT will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SBT in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SBT before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remediating or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered pursuant to this Article, SBT shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SBT shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SBT be required or consented to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all governmental regulations, listing Customer as the generator of the waste.

9.3 Customer waives that, prior to the execution of this Agreement, it shall notify SBT in writing of all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site, state or federal regulations pertaining to the handling, storage, transportation, and disposal of Hazardous Materials.

9.4 Customer shall indemnify, defend and hold SBT harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SBT is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposition, delivery or return of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Covered Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable laws and regulations. The sale, exportation, transfer, assignment, disposition, delivery or return of the Covered Equipment or Services will be a condition of the continuing performance by SBT of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SBT HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SBT shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SBT's policy is to offer small business concerns, including small disadvantaged businesses, women owned small businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, in accordance with all manufacturers, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Article 12: Monitoring Service Terms and Conditions

12.1 "Monitoring Services" means that portion, if any, of the Services expressly monitored by SBT, if any, as Monitoring and/or any other service or activity as may be specified in writing by SBT. Additionally, SBT shall not be responsible for any maintenance or operation of systems monitored by SBT. SBT, where applicable, shall be responsible for any maintenance or operation of systems not monitored by SBT.

12.2 SBT's response to signals from the alarm system and signaling initiation devices (collectively, “System”) shall be in accordance with SBT's Standard Operating Procedures and, with this Agreement, SBT reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Customer at its designated telephone number(s), or dispatching a representative to Customer's premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police (security monitoring), Fire Department (fire monitoring), and/or Customer designated representative (mechanical monitoring).

12.3 SBT will perform the Services expressly described in this Agreement. The Services performed by SBT shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar Services in the same locale acting under similar circumstances and conditions.

12.4 SBT is not required to conduct safety or other tests, install or maintain devices or equipment or make modifications to the System except as provided in the written SBT Proposal. Any Customer request to change the Scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

12.5 Customer, without cost to SBT, shall, at its sole expense:

(a) Furnish SBT with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide SBT with written updates of any change prior to close of business at the Monitored Site on the day of such change;

(b) Furnish SBT with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide SBT with written updates of any change prior to close of business at the Monitored Site on the day of such change;

(c) Furnish SBT written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;

(d) Notify SBT of any alterations, remodeling, or any other change, structural, or bear the cost of changes in the System required as a result of such changes;

(e) Operate, maintain, repair, service, and/or assur the proper operation of the System and any other property (including but not limited to any refreshing arising from same), equipment, system or device to which the System may be attached or connected in accordance with all manufacturers and installers recommendations unless expressly provided for by SBT to perform same;

(f) Protect the System from tampering, vandalism, disturbance, damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;

(g) Carefully and properly test and set the System immediately prior to closing the Site, understanding in full the safety and security contingency and emergency provisions of the System design and procedures, chemical hygiene plan, MSDS or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

(h) Furnish telephone or network service connecting the Monitored Site to SBT monitoring facilities.

12.6 Customer understands that calls made to SBT in connection with signals or access to the Monitored Site may be recorded by SBT. Customer, for itself and its agents, and assigns consents to such recording, and waives any right to demand or claim any right to the confidentiality of any information provided by SBT to Customer.

12.7 Customer shall use reasonable efforts to prevent false alarms. In the event of any false alarm, the fee charged to Customer shall be as specified in Exhibit A and any other charges as SBT shall determine.

Service with Monitoring February 2009
false alarm (not caused by the negligence or willful misconduct of SB), taxes, fees, or other charges of any police or fire department, or any other governmental body. Customer agrees to pay SB to reprogram the system if necessary to comply with any area code, telephone numbering or other changes.Shaber shall directly pay or, to the extent paid by SB, reimburse SB, for any false alarm false alarm, penalty or fee assessed against SB by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that SB submits to the customer for such false alarms.

12.8 Customer acknowledges that it is now and shall at all times remain in control of the Monitoring Site. Even as expressly provided herein, SB shall not be responsible for the adequacy of the security, safety or health programs or precautions related to Customer’s activities or operations. Customer’s other contractors, the work of any other person or entity, or the Monitoring Site’s condition. SB is not responsible for inspecting, correcting, repairing or reporting or correcting security, safety or health conditions or deficiencies of Customer or others at the Monitoring Site. So as not to discourage SB from voluntarily addressing security, safety or health matters or deficiencies at the Monitoring Site, in the event SB does address such issues by making observations, reports, suggestions or otherwise, SB shall not be liable or responsible on account thereof.

12.9 SB shall not be required to terminate the Monitoring Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Customer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Customer fails to comply with any of the terms of this Agreement. In addition, SB shall have the right to terminate the Monitoring Services immediately if: (a) SB is unable or unable, either to retain the wire connections or privileges necessary for the transmission of signals between the Monitoring Site, SB’s monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within SB’s premises are destroyed by fire or other catastrophe, or are substantially damaged that it is impractical to continue service. The Monitoring Services may be terminated immediately by Customer if the Monitoring Site is destroyed or so damaged as to be unusable for its pre-termination use provided that SB pays any unpaid balances of charges accrued up to the effective date of termination.

13.10 In the event of termination of the Monitoring Services for any reason, Customer authorizes SB to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitoring Site and the monitoring facility and to remove any modem or other devices of communication and/or communication interfaces devices, such as modems, dialers, digital communicators, which are and remain the property of SB.

12.11 It is understood and agreed by and between the parties that SB is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, covering personal injury and property loss or damage on any Customers premises shall be obtained by Customer. Customer agrees to proceed exactly against your insurer to recover any damages.SB shall not be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits and/or loss business opportunities, wasted expenses, lost time or loss of delivery of any Work, tort, contract or warranty, and regardless of whether any party has been advised of the possibility of such damages. Customer waives and releases all rights of recovery against SB that it may have hereunder and agrees that SB shall not be liable for any form of loss, damage, claim or expense, irrespective of origin, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by negligent acts or omissions of SB, its agents or employees.

12.12 If applicable, Customer hereby authorizes and directs SB, as its agent, to direct the local police department having jurisdiction, to detain and cause the arrest of every person found in and about the Monitoring Site without authorization as evidenced by the list of authorized persons provided by Customer and to hold such person until released by a representative of Customer designated for this purpose; in all such cases the Customer agrees to indemnify, defend and hold SB and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention.

12.13 From the nature of the Monitoring Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of SB to perform any of its obligations hereunder, or the failure of the System to properly operate. If SB is found liable for loss or damage due to a failure on the part of SB, in any event, its liability related to Monitoring Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred ($2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or nonperformance of the obligations set forth by this Agreement or from negligence, active or otherwise, of SB’s agents or employees. The parties acknowledge that the price which SB has agreed to perform the Monitoring Services and obligations is calculated based upon the foregoing limitations of liability and that SB has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

12.14 In the event Monitoring Services are purchased through another business or person from or through a referral from another business or person, Customer agrees that such business or person acts solely as an independent contractor. Such business or person shall not have any responsibility or liability to Customer for the performance or nonperformance of the Monitoring Services provided by SB under this Agreement. Without limiting the above, Customer agrees that the liability of such other business or person is, in any event, limited in accordance with the provisions of this Agreement.

12.15 Customer is solely responsible for the life and safety of all persons in the Monitoring Site, and for protecting against losses to its own property or the property of others in the Monitoring Site. Customer agrees to indemnify, defend and hold harmless SB from any and all claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SB, its employees and agents, from and against any and all claims, lawsuits and judgments, by persons not a party to this Agreement, against SB for failure of the System, SB equipment or Monitoring Services in any respect, whether due to alleged or due to be due to malfunction or non-function of the System, or by the presence, active or passive, of SB. SB does not represent or warrant that the Work will not be compromised, interrupted or circumvented; that the Work will prevent any loss from any cause, or that the Work will in all cases provide the protection for which it is performed, covered or intended (collectively “Protections”). Customer acknowledges and agrees that it assumes all risk of loss or damage to its facilities and sites including the contents thereon, and that SB has neither made representations or warranties, nor has Customer relied on any representation or warranties, express or implied regarding said Protections. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT SB IS NOT AN INSURER AND THIS AGREEMENT IS NOT INTENDED TO BE AN INSURANCE POLICY OR A SUBSTITUTE FOR AN INSURANCE POLICY. SB EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SB MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE EXPRESS EXCLUSION OF WARRANTIES SET FORTH IN THIS AGREEMENT.

12.16 Customer hereby, for itself and any parties claiming under it, waives and discharges SB from any liability arising out of all hazards covered by Customer’s insurance, and all claims against SB arising out of such hazards, including any right of subrogation by Customer’s insurance carrier, are hereby waived by Customer, and Customer shall promptly so notify its insurance carrier.

Article13: Alarm Monitoring and/or Notification Service

13.1 SB may provide alarm monitoring and/or notification services to Customer under this Agreement. Customer acknowledges and agrees that in the event an alarm is received at SB’s monitoring center, SB will attempt to contact Customer or any representative provided to SB on Customer’s Emergency contact list by telephone/ mobile phone way voice to confirm the alarm is not false. In the event the SB fails to contact Customer or its representative, SB will attempt to notify the police department or fire department. Customer agrees that SB shall have no liability pertaining to any two-way voice communications, text messaging or internet video recordings or their publication. SB shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other communication modes, including but not limited to DSL, Cable, ADSL, VOIP. SB shall have no responsibility or liability for interruptions of service or any resulting consequence.

 Siemens Industry, Inc.
 1/14/19 Page 13

Service with Monitoring February 2009

85 of 385
Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
       Jill Velan, Parking Division Manager

Subject: ParkEvanston Mobile App Wallet Incentive

Date: January 23, 2019

Recommended Action
The Transportation & Parking Committee recommends City Council approval of a parking incentive program. The program would give users who pre-load $20 in the ParkEvanston mobile app wallet a one-time additional $5 free to use towards on-street parking payments in the City of Evanston until May 31, 2019.

Funding Source
There is no direct funding required; the cost of this program will be reduced revenue to the Parking Fund. Staff estimates that between 4,000 to 5,000 users will take advantage of this offer, which at the most would cost $25,000.

Livability Benefit:
Built Environment: Provide compact and complete streets and neighborhoods

Background:
On March 1, 2019, the City’s parking meter rates are increasing to $1.50 per hour. In order to alleviate some of the increase, staff is recommending that the City implement a program for customers to open a mobile wallet through the ParkEvanston app at $20.00 and receive an addition $5.00 free to use towards paid parking in the City. The mobile wallet works similarly to an I-Pass, where purchases are deducted from the balance until the balance is zero, or until the wallet is refilled. Customers can load their wallets directly from the app with a credit/debit card, or in person at the Civic Center with cash.
Incentivizing parkers to use the mobile app wallet reduces the City’s expenses related to credit card processing fees. Daily parkers who do not use the mobile wallet have their credit cards debited daily, and each time the City incurs both a fixed credit card transaction fee and a percent fee based on the total dollar amount transaction. On transactions as small as $1.50 to $3, fees can reduce the amount of the parking fee the City receives by .25 to .40 cents on every transaction. By preloading the wallet and only incurring the fee once on the amount that is preloaded, processing costs are reduced and more of the money paid by parkers is realized as revenue by the City.

The incentive will be given to app user’s one-time per account until May 31, 2019. There is no time limit on when the incentive has to be used by.

Typically the ParkEvanston app levies a 35 cent convenience fee per transaction. This fee is not applied to pre-loading the wallet; rather it is levied each time a parking session is paid for. As part of the 2019 budget process, City Council authorized the fee to be waived in instances where the parker pays for the maximum time parking session, typically 2 hours. Feedback from the public has been very positive regarding this change since it went into effect last week.

Implementing this incentive program will also increase the number of people who are using the ParkEvanston app, which is helpful as later this year staff is rolling out the option to renew the City wheel tax from the ParkEvanston app. Currently, ParkEvanston app users can use the app to pay for parking, view previous parking sessions, and pay or contest citations. With the transition to our new vendor last spring and the reduction in the convenience fee applied for paying online, now over 70% of parking citations are paid online. This has resulted in fewer lines at the collector’s office and a better overall experience.

Parking customers are also experiencing a transition in payment methods on the street. Throughout the month of February, the City is installing multi-space pay-by-plate paystations in the Downtown and Dempster Street area. These paystations are replacing the aging single space meters. New and improved signage is being installed that better advertises both the ability to pay at the paybox as well as with the app.

Background
In November 2017, the City upgraded its mobile parking payment features and rebranded the Passport Parking app to ParkEvanston. Included in this upgrade was a feature that allows customers to load money onto a mobile wallet and use this wallet instead of their credit card per transaction. This feature has been available in the ParkChicago app for many years, so users are familiar with it and had been requesting it for a while.
Memorandum

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

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

Subject: South Standpipe Pump Station Motor Control Center and Building Renovation Construction (Bid 18-17)
         Change Order No. 1

Date: January 29, 2019

Recommended Action:
Staff recommends the City Council authorize the City Manager to execute Change Order No. 1 to the agreement for the South Standpipe Pump Station Motor Control Center and Building Renovation (Bid 18-17) with MAG Construction Co. (629 Homewood Avenue, Highland Park, IL 60035) to extend the contract time to April 9, 2019. There is no change in contract price.

Funding Source:
Funding will be provided from the Water Fund (Account 513.71.7330.65515 – 717006), which has an FY2019 budget of $50,000 to cover remaining construction costs.

Livability Benefits:
Built Environment: Manage water resources responsibly
Reduce Environmental Impact: Improve energy and water efficiency
Health and Safety: Improve emergency prevention and response.

Background:
On June 25, 2018, the City Council awarded the construction services agreement to Mag Construction for the South Standpipe Pump Station Motor Control Center and Building Renovation. The project is to address safety issues and rehabilitate aged or damaged components at the pump station. The scope of work primarily supports the installation of a modern motor control center (MCC) to replace outdated electrical components which run the water pump and ancillary equipment in the station. Structural and architectural modifications to the building are required for the safe and proper operation of the new MCC. The Water Production Bureau’s overall electrical
arc-flash safety program has been updated to reflect current standards and the installation of the new equipment. Finally, building improvements identified in a 2015 engineering report were also addressed.

Analysis:
The motor control center was to be fabricated by Eaton at their plant in Fayetteville, North Carolina. However, Hurricane Florence disrupted their operations and delayed completion of the equipment. The time extension is to account for this delay, and does not change the contract price.

Legislative History:
City Council awarded the contract to Mag Construction on June 25, 2018.

Attachments:
Change Order No. 1 including Change Order Proposal from MAG Construction.
CITY OF EVANSTON
CHANGE ORDER

<table>
<thead>
<tr>
<th>Order No.</th>
<th>001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>January 31, 2019</td>
</tr>
<tr>
<td>Agreement Date:</td>
<td>July 18, 2018</td>
</tr>
</tbody>
</table>

**PROJECT:** South Standpipe Pump Station MCC and Building Renovation (Bid 18-17)

**OWNER:** City of Evanston

**CONTRACTOR:** MAG Construction

The following changes are hereby made to the AGREEMENT:

Time extension to account for delay in delivery of MCC as requested on the attached letter from MAG construction dated January 22, 2019.

<table>
<thead>
<tr>
<th>Change to CONTRACT PRICE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original CONTRACT PRICE:</td>
</tr>
<tr>
<td>$377,000.00</td>
</tr>
<tr>
<td>Current CONTRACT PRICE adjusted by previous CHANGE ORDERS</td>
</tr>
<tr>
<td>$377,000.00</td>
</tr>
<tr>
<td>Total change in CONTRACT PRICE for this CHANGE ORDER 001</td>
</tr>
<tr>
<td>$0.00</td>
</tr>
<tr>
<td>The CONTRACT PRICE including this CHANGE ORDER will be</td>
</tr>
<tr>
<td>$377,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 10, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current COMPLETION DATE adjusted by previous CHANGE ORDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 10, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Change in CONTRACT TIME for this CHANGE ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The COMPLETION DATE including this CHANGE ORDER will be</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 9, 2019</td>
</tr>
</tbody>
</table>

Accepted by (Contractor):

MAG Construction

Date

Approved by (Owner):

City of Evanston

Date
January 22, 2019

Hello,

As you know MAG Construction is currently working on the Evanston South Standpipe Pump Station MCC & Building Renovation project. We were contracted to reach substantial completion by February 13, 2019, but that will no longer be possible due to natural disaster. The manufacturer of the MCC, Eaton has relayed to our electrical sub-contractor (Electro-Force) that the delivery date of the unit has been changed from January 21, 2019 to February 7, 2019. Attached is the email that Electro Force received from Eaton explaining that there was nothing that could be done regarding to the effects of Hurricane Florence.

We have spoken with Electro Force regarding the time that is needed once the MCC is delivered on 02/07/19. After relaying the concerns of the City of Evanston to Electro Force, they have come up with a revised schedule. The attached schedule is reflective of Electro Force working M-F 7AM-3PM, but if they need to finish up something or prep for the next day they will stay until 5:30PM. They are also fully aware that the plant must be, and remain fully operational by 3PM each day.

We would like to request that the Substantial Completion date be moved from 02/13/19 to March 15, 2019. This will make the Final Completion date 25 days later, on April 9, 2019. Electro Force is confident that they can complete the project by this time, and will not have the need for an additional extension.

2 Attachments

Thank you,

Joseph C. Magnani
President
Good morning Donna,

Our factory responded on this,

Unfortunately the Fayetteville team is still recovering from backlog challenges caused due to the impact of hurricane Florence. This caused numerous orders to fall out of the year and push in to January due to lost capacity. We had hoped to have capacity increase lowering the impact in Q1 but we have not been able to do so. In turn, we had to reschedule a large portion of projects. Unfortunately we have no opportunity for improvement at this time. We understand the challenge this presents for our customers but want to ensure that we have set dates that will be achieved to allow proper planning.

Thank you,

Austin McVey
Sales Engineer

Eaton
210 Windy Point Dr.
Glendale Heights, IL 60139
mobile: +1 626 217-9573
AustinNMcvy@eaton.com
www.eaton.com

From: Donna Waldron <electroforce@comcast.net>
Sent: Thursday, January 3, 2019 10:31 AM
To: McVey, Austin N <AustinNMcvy@eaton.com>
Cc: Bill Reczek <bill.reczek@paramont-eo.com>
Subject: Re: [EXTERNAL] City of Evanston IL: MCC Shipment Date

PROJECT: City of Evanston IL Standpipe Pumping Station
LOCATION: 640 Hartrey Evanston IL 60201
Re: Original Shipping Date 01/21/2019

Good Morning Austin,
Just to follow up on our conversation yesterday
Thank you for providing us with, Eaton's Standard Status Report (run date 01/02/2019)

Update:
We are going into a meeting Monday 01/07/2019 with the City of Evanston to let them know there is now a calendar revision for the delivery and installation at the Standpipe Pumping Station. Please Note: We need to have more information/justification on an Eaton document as to "why" there is a delayed ship date.

Our project completion was based on the original shipping date of 01/21/2019; which now is out seventeen days more on a delivery and pushes us out in the calendar to complete the installation of the MCC. The City of Evanston has a penalty on any delayed job completion.

The Eaton Factory provided us on 10/17/2018 with a shipping date of 01/21/2019 Monday. This Revised Shipping Date of 02/07/2019 Thursday is now out 16 weeks. Please provide the Eaton MCC Customer/City of Evanston, of the reasoning for delay in writing as soon as possible.

Thanks Austin,
We appreciate all your efforts in this matter
Please CONFIRM Received message

Donna Y Waldron
224 628 8945 office
dwaldron@electroforcelic.com

www.electroforcelic.com

Go to our website and check out the new video.
## Standard Status Report

**GO Num:** SCG0915706  
**Cust:** PARAMONT - EO INC  
**P.O. Num:** S700761734  
**Proj Engineer:**  
**Proj Coordinator:**  
**Report Run Date:** 1/4/2019

### LEGEND

- **H** = Hold  
- **I** = Invoiced  
- **X** = Canceled  
- **O** = Open (release for mfg.)  
- **S** = Shipped

### Manufacturing and Shipping Information

<table>
<thead>
<tr>
<th>Item</th>
<th>Year</th>
<th>Count</th>
<th>Description</th>
<th>Designation</th>
<th>Request for Mfg</th>
<th>Date Sched</th>
<th>Date Changed</th>
<th>Date RecSched</th>
<th>Date Shipped</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>FVC</td>
<td>1</td>
<td>FREEDOM MCC</td>
<td>MCC-PS3-8</td>
<td>09/09/18</td>
<td>01/21/18</td>
<td>12/13/18</td>
<td>02/07/18</td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>RTV</td>
<td>1</td>
<td>T15DC907</td>
<td></td>
<td>09/13/18</td>
<td>10/33/18</td>
<td></td>
<td>10/03/18</td>
<td>09/24/18</td>
</tr>
<tr>
<td>003</td>
<td>W46</td>
<td>1</td>
<td>LKB1</td>
<td></td>
<td>09/17/18</td>
<td>09/18/18</td>
<td></td>
<td>09/18/18</td>
<td></td>
</tr>
</tbody>
</table>
## B = Backorder/Built to Order

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Pro #</th>
<th>Invoice #</th>
<th>Address</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>DA858/DA70 FREIGHT</td>
<td>90035175221 - 1</td>
<td>49799158</td>
<td>640 HARTERY AVENUE</td>
<td>EVANSTON</td>
<td>IL</td>
</tr>
<tr>
<td>UPS</td>
<td>138X046080358413888 - 1</td>
<td>49755270</td>
<td>640 HARTERY AVENUE</td>
<td>EVANSTON</td>
<td>IL</td>
</tr>
</tbody>
</table>
February 2019

3
MCC DELIVERY
640 Hartrey
City Evanston
7AM-3PM
ELECTRO FORCE
John Waldron
847 254 5559
m

10 MCC in Place
11 MCC in Place
12 MAIN SERVICE SYSTEMATICALLY TEST & CONNECT MCC
13 MAIN SERVICE SYSTEMATICALLY TEST & CONNECT MCC
14 GENERATOR SERVICE SYSTEMATICALLY TEST
15
16
17 15 KVA TRANSFORMER SYSTEMATICALLY TEST
18 LIGHTS AND CONTROL POWER SYSTEMATICALLY TEST
19 SUMP PUMP SYSTEMATICALLY TEST
20 MAIN BOOSTER PUMP SYSTEMATICALLY TEST
21 MAIN BOOSTER PUMP SYSTEMATICALLY TEST
22
23
24 SYSTEMATICALLY TEST & CONNECT MCC
25 SYSTEMATICALLY TEST & CONNECT MCC
26 SYSTEMATICALLY TEST & CONNECT MCC
27 SYSTEMATICALLY TEST & CONNECT MCC
28
Memorandum

To: Alderman Rue Simmons Chair, and Members of the Administration and Public Work Committee

From: Evonda, Thomas-Smith, Director of Health and Human Services  
      Ike C. Ogbo, Public Health Manager, Health and Human Services

Subject: Funding Approval for the Demolition of the Abandoned Building at 2020 Green Bay Road, Evanston

Date: January 24, 2019

Recommended Action
Staff is requesting City Council approve funding for the demolition of a long and neglected property that is located at 2020 Green Bay Road, Evanston. The cost for the demolition is $33,925.00. It will be paid with grants provided by the Abandoned Residential Property Municipality Relief Grant, APP, from the Illinois Housing Development Authority, IHDA.

Funding Source:
Funds will be provided through the IL Vacant Expense Fund (Account 100.24.2435.62469).

Livability Benefits:
Health and Safety: Improve Health Outcomes

Summary:
In 2017 and 2018, the City of Evanston was awarded a total of $150,000.00 in grants from the State of Illinois as facilitated through IHDA to use as funds to assist with property maintenance of vacant and abandoned properties. Specific activities such as cutting of neglected weeds, trimming of bushes, removal of garbage, pest extermination and demolition of abandoned residential properties are qualified activities covered by the grant.

The demolition of the building at 2020 Greenbay Road qualifies as an eligible grant expense. The recent demolition of a long and neglected single family building that was located at 1729 Dodge Avenue was accomplished using these same grants.
So far, the City has expended less than $75,000 on eligible expenses of the grants. Staff also applied for a 2019 grant pending approval. Future grants obtained from IHDA, will be used for future demolitions, activities and projects allowable by the grants.

Attachment:
Agreement
Demolition Proposal
Certificate of Liability Insurance
The Parties to this Agreement are the City of Evanston and Vendor. This Agreement, consisting of the signature page and numbered sections listed below and any attachments referenced in this Agreement, constitutes the entire Agreement between the Parties concerning the subject matter of the Agreement, and supersedes all prior proposals, Agreements and understandings between the Parties concerning the subject matter of the Agreement. This Agreement can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

VENDOR
(Vendor Name) MBR Wrecking INC.
Signature
Printed Name Joel Reifer
Title Foreman Date 1-22-19
Address 4107 Oakton St. Skokie, IL 60076
Phone 888.585.3366 Fax
E-mail Joel@mbowrecking.com

CITY OF EVANSTON
(Procuring Department Name) Health Department
Official Signature
Printed Name
Title __________________________ Date __________________________
Designee Signature
Printed Name
Title __________________________
Address __________________________

CITY USE ONLY

Project Title
Procurement Method (IFB, RFP, Small, etc):
Award Code:
Publication Date:

Subcontractor Utilization? ☐ Yes ☐ No
Subcontractor Disclosure? ☐ Yes ☐ No

Funding Source
Obligation #

Approval:
Signature __________________________ Date/Printed Name __________________________
Phone __________________________ E-mail __________________________

Revision 10/2011
1. **TERM AND TERMINATION**

1.1 **TERM OF THIS AGREEMENT:** This Agreement has an initial term of 60 days. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

Vendor shall not commence billable work in furtherance of the Agreement prior to final execution of the Agreement.

1.2 **RENEWAL:** Subject to the maximum total term as identified above, the City has the option to renew for the following term(s): None

Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this Agreement.

Any renewal is subject to the same terms and conditions as the original Agreement except as stated below in this subsection. The City may renew this Agreement for any or all of the option periods specified; may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the City. The Agreement shall not renew automatically nor shall the Agreement renew solely at Vendor’s option.

1.3 **TERMINATION FOR CAUSE:** The City may terminate this Agreement, in whole or in part, immediately upon notice to Vendor if: (a) the City determines that the actions or inactions of Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the City that it is unable or unwilling to perform the Agreement.

If Vendor fails to perform to the City's satisfaction any material requirement of this Agreement, is in violation of a material provision of this Agreement, or the City determines that Vendor lacks the financial resources to perform the Agreement, the City shall provide written notice to Vendor to cure the problem identified within the period of time specified in the City’s written notice. If not cured by that date, the City may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement.

For termination due to any of the causes contained in this Section, the City retains its rights to seek any available legal or equitable remedies and damages.

1.4 **TERMINATION FOR CONVENIENCE:** The City may, for its convenience and with 7 days prior written notice to Vendor, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to Vendor. Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Agreement up to and including the date of termination.
2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of Vendor, that is lacking in the Procuring Department’s staff, to obtain supplies and services necessary to help meet the responsibilities of the Procuring Department.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the City has authorized a higher amount in writing prior to Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed $33,925.00

2.4 VENDOR / STAFF SPECIFICATIONS:

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This Agreement may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the City.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Agreement.

Will subcontractors be utilized?  ☐ Yes  ☐ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement. Vendor shall provide a copy of any subcontractors within 20 days of execution of this Agreement for approval by the City. Vendor shall be responsible for the accuracy and quality of any subcontractor’s performance.

Subcontractor Name______________  Amount to be paid________________________
Address________________________  Description of work____________________

Subcontractor Name______________  Amount to be paid________________________
Address________________________  Description of work____________________

2.5.4 Vendor shall obtain approval from the City prior to hiring any additional or substitute subcontractors during the term of this Agreement. Vendor may, upon request of the City, provide to the City a draft subcontractor agreement for review and approval prior to the execution of the subcontract. Subcontractor agreements shall provide that services to be performed under the subcontracting agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this Agreement.

2.6 TRANSPORTATION AND DELIVERY:

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the City as a breach of the Agreement by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if Vendor shifts any such work outside the United States.

Location where services will be performed  2020 Green Bay Road, Evanston, IL 60201
Value of services performed at this location $33,925.00

Location where services will be performed
Value of services performed at this location

2.8 SCHEDULE OF WORK: Any work performed on City premises shall be done during the hours designated by the City and performed in a manner that does not interfere with the City and its personnel. Permited Hours Monday – Friday 7:00am – 7:00pm, Saturday 8:00am – 5:00pm, No Work on Sundays.

Page 2
2.9 Warranties for Supplies and Services:

2.9.1 Vendor warrants that the supplies furnished under this Agreement will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the City or furnished by Vendor and agreed to by the City, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and City laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the City for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers’ warranties are transferred to the City and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the City’s payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the Agreement in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Agreement, who is disruptive or not respectful of others in the workplace, or who in any way violates the Agreement or City policies.

2.10 Reporting, Status and Monitoring Specifications:

2.10.1 Vendor shall immediately notify the City of any event that may have a material impact on Vendor’s ability to perform the Agreement.
3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION:** The City will compensate Vendor for the initial term as follows:

- [ ] Hourly
- [ ] Monthly
- [ ] Annually
- [x] Project Bid Proposal
- [ ] Item (show unit of measure and rate)

3.2 **TYPE OF PRICING:** Pricing under this Agreement is

- [ ] Firm
- [x] Estimated- Subject to change and only by agreement of both parties with a Change Order

3.3 **RENEWAL COMPENSATION:** If this Agreement is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.4 **EXPENSES:** Any expenses that Vendor may charge are shown in this section. The City will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 **TAX:** Vendor shall not bill for any taxes unless accompanied by proof the City is subject to the tax. If necessary, Vendor may request the applicable City’s Illinois tax exemption number and federal tax exemption information.

3.6 **INVOICING:** Vendor shall invoice at the completion of the Agreement unless invoicing is tied in this Agreement to milestones, deliverables, or other invoicing requirements agreed to in this Agreement.

Send invoices to **Attn: Scott Williams, Construction Rehab Specialist, Building & Inspection Services Division**

3.7 **PAYMENT TERMS AND CONDITIONS:**

3.7.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Agreement, and the amount billed and expenses incurred are as allowed in the Agreement. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the City no later than January 31 of the next subsequent year.

3.7.2 Payments, including late payment charges, will be paid in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois. Remedies provided therein shall be Vendor’s sole remedy for late payments by the City. Payment terms contained on Vendor’s invoices shall have no force and effect.

3.7.3 The City will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Agreement by the Parties even if the effective date of the Agreement is prior to execution.

3.7.4 As a condition of receiving payment Vendor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6205; [http://www.state.il.us/Department/idol/index.htm](http://www.state.il.us/Department/idol/index.htm) to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.
4. **STANDARD BUSINESS TERMS AND CONDITIONS**

4.1 **AVAILABILITY OF APPROPRIATION:** This Agreement is contingent upon and subject to the availability of funds. The City, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if a reduction in funding is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 **AUDIT RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the Agreement or subcontract and necessary to support amounts charged to the City under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the City upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the Agreement for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge upon the City for audit or examination of Vendor’s books and records.

4.3 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor’s performance of this Agreement. Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

4.4 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

4.5 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration.

4.6 **CONFIDENTIAL INFORMATION/FOIA:** Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Vendor shall presume all information received from the City or to which it gains access pursuant to this Agreement is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/7 et. seq., shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. Upon notification by the City that it has received a Freedom of Information Act request that calls for records within the Vendor’s control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the limited statutory timeframes required by FOIA. 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.

4.7 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the City is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the City all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called “moral rights” in connection with the work. Vendor acknowledges the City may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

4.8 **INDEMNIFICATION AND LIABILITY:** Vendor shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Vendor or Vendor’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Vendor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.
At the City Corporation Counsel's option, Vendor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Vendor of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Vendor must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Vendor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Vendor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by the City will not relieve Vendor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section 4.8 shall survive completion, expiration, or termination of this Agreement.

4.9 INSURANCE: Vendor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor acknowledges and agrees that if it fails to comply with all requirements of this Section 4.9, the City may void this Agreement. Vendor must give to the City Certificates of Insurance identifying the City to be an additional insured for the services required pursuant to the Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 4.9 shall have no force and effect.

If requested, Vendor shall give the City a certified copy(ies) of the insurance policy(ies) evidencing the amounts set forth in this Section. The policies must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. Vendor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Vendor, and insuring Vendor against claims which may arise out of or result from vendor's performance or failure to perform hereunder:

- **a)** Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars ($500,000);
- **b)** Comprehensive general liability coverage which designates the City as an additional insured for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death and property damage, per occurrence;
- **c)** Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and
- **d)** Errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least one million dollars ($1,000,000).

Vendor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the City. Vendor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies.

Vendor understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases Vendor and its subcontractors from the requirements set forth herein.

Vendor expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Vendor fails to purchase or procure insurance as required above, the parties expressly agree that Vendor shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Vendor.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the City. All payments by the City shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the City during the term of this Agreement to perform any work under this Agreement. Vendor shall give notice immediately to the City if Vendor solicits or intends to solicit City employees to perform any work under this Agreement.
4.12 **COMPLIANCE WITH THE LAW:** Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

4.13 **BACKGROUND CHECK:** Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the City, does not pass the background check.

4.14 **APPLICABLE LAWS/VENUE:** This Agreement shall be construed in accordance with and is subject to the laws and rules of the City of Evanston and the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules, the City does not unlawfully discriminate in employment, contracts, or any other activity. Venue for any action out of or due to this Agreement shall be in Cook County, Illinois.

4.15 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under antitrust laws relating to the subject matter of the Agreement, then upon request of the City's Corporation Counsel, Vendor shall assign to the City, rights, title and interest in and to the claim or cause of action.

4.16 **CONTRACTIVE AUTHORITY:** The Department that signs for the City shall be the only City entity responsible for performance and payment under the Agreement. When the City's authorized designee signs in addition to an Department, they do so as approving officer and shall have no liability to Vendor.

4.17 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Agreement using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the City's and Vendor's terms, conditions and attachments, the City's terms, conditions and attachments shall prevail.

4.19 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the City, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Agreement. The City may consider Vendor's performance under this Agreement and compliance with law and rule to determine whether to continue the Agreement, suspend Vendor from doing future business with the City for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 **FREEDOM OF INFORMATION ACT:** This Agreement and all related public records maintained by, provided to or required to be provided to the City are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.

4.21 **SUCCESSORS AND ASSIGNS:** The City and Vendor each bind themselves and their partners, successors, executors, administrators, and assigns to the other party of the Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor Vendor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and Vendor.

4.22 **NON-WAIVER OF RIGHTS:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

4.23 **SEVERABILITY:** Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

4.24 **COUNTERPARTS:** For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
4.25  **SAVINGS CLAUSE:** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
5. **STANDARD CERTIFICATIONS**

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this Agreement, Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this Agreement. Vendor shall include these Standard Certifications in any subcontract used in the performance of the Agreement.

If this Agreement extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the City by the date specified by the City and in no event later than January 1 of each year that this Agreement remains in effect.

If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
   - the Agreement may be void by operation of law,
   - the City may void the Agreement, and
   - Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

5.3 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.4 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the City shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

5.5 Vendor certifies that it and its affiliates are not delinquent in the payment of any fees, fines, damages, or debts to the City.

5.6 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the head of the procuring Department grants an exception (30 ILCS 565).

5.7 Vendor certifies it has not been convicted of bid rigging or bid rotating or any similar offense, nor has Vendor made an admission of guilt of such conduct that is a matter of record (720 ILCS 5/33 E-3, E-4).

5.8 Vendor certifies it complies with the Section 1-12-5 of the City of Evanston Code and the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.9 Vendor certifies that it shall employ only persons duly licensed by the State of Illinois to perform professional services under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City.

5.10 Vendor certifies that if more favorable terms are granted by Vendor to any similar governmental entity in any state in a contemporaneous agreement let under under the same or similar financial terms and circumstances for comparable goods or services, the more favorable terms shall be applicable under this Agreement.
6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Section 1: Conflict of Interest Prohibited

Vendor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with its performance under this Agreement.

Section 2: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Vendor must identify any of the following that occurred for it or any if its officers or directors within the previous 10 years:

<table>
<thead>
<tr>
<th>Debarment from contracting with any governmental entity</th>
<th>Yes ☐ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional licensure discipline</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>Bankruptcies</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>Adverse civil judgments and administrative findings</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>Criminal felony convictions</td>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The City reserves the right to request more information, should the information need further clarification.
7. **SUPPLEMENTAL PROVISIONS**

7.1 City Supplemental Provisions

☐ Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)

X Prevailing Wage (820 ILCS 130/1 et seq.)

☐ M/W/EBE Subcontracting Requirements

☐ Other (describe)

7.2 Vendor Supplemental Provisions

☐
TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner’s name on the name line followed by the name of the business and the owner’s SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s name on the name line and the dba on the business name line and enter the owner’s SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity’s business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity’s EIN and the EIN.

Name: Joel Reifer

Business Name: MBR Wrecking Inc.

Taxpayer Identification Number:

Social Security Number

or

Employer Identification Number: 80-0869425

Legal Status (check one):

☐ Individual
☐ Sole Proprietor
☐ Partnership
☐ Legal Services Corporation
☐ Tax-exempt
☐ Corporation providing or billing medical and/or health care services
☑ Corporation NOT providing or billing medical and/or health care services

☐ Governmental
☐ Nonresident alien
☐ ECity or trust
☐ Pharmacy (Non-Corp.)
☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)
  ☐ D = disregarded entity
  ☐ C = corporation
  ☐ P = partnership

Signature: ________________________________ Date: 1-22-19
### PROPOSAL-CONTRACT

**MBR WRECKING INC.**

4107 OAKTON ST.  
SKOKIE, IL. 60076  
888.585.DEMO (3366)

**DATE:** 1/22/2019  
**PROPOSAL #1971**

**LOCATION(S):**  
2020 GREEN BAY RD.  
Evanston, IL. 60201

**PROPOSAL IS VALID FOR 30 DAYS**

**SUBMITTED TO: CITY OF EVANSTON**

---

**DESCRIPTION**  
MBR WRECKING INC. PROPOSES THE FOLLOWING:  
1. CONDUCT ALL NECESSARY EPA INSPECTIONS;  
2. ASSURE UTILITY DISCONNECTION: (WATER, SEWER, GAS, ELECTRIC)  
3. ACQUIRE COOK COUNTY ENVIRONMENTAL & DEMO PERMIT;  
4. INSTALL TEMPORARY FENCING: (WILL BE REMOVED AFTER JOB)  
5. DEMOLISH THE FRAME BUILDING;  
6. REMOVE & DISCARD THE FOUNDATION BENEATH THE BUILDING;  
7. REMOVE ALL OF THE DEBRIS FROM THE PREMISES;  
8. BACK FILL THE AREA, GRADE TO LEVEL, SEED THE LOT;

**PRICE**  
$33,925

**QUANTITY**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>QUANTITY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$33,925</td>
</tr>
</tbody>
</table>

---

1. PERFORMANCE & PAYMENT: THE CONTRACTOR SHALL PERFORM THE CONTRACT WORK IN COMPLIANCE WITH THIS CONTRACT AND WITH ALL APPLICABLE LAWS AND LEGAL REQUIREMENTS, AND IN THE MANNER AND TO THE STANDARD TO BE EXPECTED OF A REASONABLY COMPETENT CONTRACTOR. THE OWNER/REPRESENTATIVE SHALL PAY THE CONTRACTOR 25% DOWN PAYMENT, 25% ONCE PERMIT IS OBTAINED, FINAL INSTALLMENT TO BE PAID UPON COMPLETION OF CONTRACT WORK.

2. VARIATIONS: THIS CONTRACT MAY BE VARIED BY CHANGES TO THE CONTRACT WORK (INCLUDING ADDITIONS, OMISSIONS OR REPLACEMENTS) WHEN:
   A. THE PARTY REQUIRING THE VARIATION GIVES THE OTHER PARTY A WRITTEN NOTICE DESCRIBING THE VARIATION  
   B. THE CONTRACTOR PROVIDES A WRITTEN ESTIMATE OF THE VALUE OF THE VARIATION AND WHEN THE PAYMENT OR CREDIT IS TO BE MADE; AND  
   C. THE VARIATION NOTICE IS SIGNED BY OWNER/REPRESENTATIVE AND THE CONTRACTOR.

3. WORKPLACE HEALTH AND SAFETY: THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE FEDERAL AND STATE OF ILLINOIS HEALTH AND SAFETY RULES AND REGULATIONS  
   APPROVALS: THE CONTRACTOR SHALL OBTAIN ALL PERMITS, PERMISSIONS, CONSENTS OR APPROVALS REQUIRED IN CONNECTION WITH THE CONTRACT WORK.

4. ACCESS: THE OWNER SHALL GIVE THE CONTRACTOR REASONABLE ACCESS AS NECESSARY TO ENABLE PERFORMANCE OF THIS CONTRACT.

5. CARE OF THE WORK: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE OF THE CONTRACT WORK UNTIL COMPLETION AND SHALL PROMPTLY MAKE GOOD ANY LOSS OR DAMAGE TO THE CONTRACT WORK CAUSED BY AN ACT, NEGLECT OR DEFAULT OF THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUB-CONTRACTORS.

6. DISPOSAL FEES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND INCLUDE IN THE TOTAL PRICE, ANY DISPOSAL FEES ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF BUILDING MATERIAL.

DISPUTE RESOLUTION: ANY DISPUTE BETWEEN THE OWNER/REPRESENTATIVE AND THE CONTRACTOR ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT MAY BE REFERRED TO THE AMERICAN ARBITRATION ASSOCIATION OR AN APPROPRIATE COURT OR (BY MUTUAL CONSENT) A MEDIATION SERVICE.

---

**OWNER/REPRESENTATIVE**

---

**MBR WRECKING INC.**
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Worthy Insurance Group, LLC
8140 N McCormick Blvd. Suite 141
Skokie, IL 60076
(773) 945-9000

INSURED
MBR Wrecking & Construction, Inc
4107 Oakton St.
Skokie, IL 60077

CONTACT
NAME: N/A
PHONE: (773) 945-9000
FAX: (773) 945-9002
E-MAIL: N/A
ADDRESS: N/A

INSURER(S) AFFORDING COVERAGE
HAIC #
INSURER A: Scottsdale Insurance Company
INSURER B: Liberty Mutual
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE
CERTIFICATE NUMBER:
REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR IN SD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>X COMMERCIAL GENERAL LIABILITY</td>
<td>X OCCURS</td>
<td>RBS0015341</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>OWNED ONLY</td>
<td>SCHEDULED Autos</td>
<td>$100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>OCCURS</td>
<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
<td>WC534539948</td>
<td>5/1/2019</td>
<td>5/1/2019</td>
<td>PER STATUTE, OTHER</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>CITY OF EVANSTON IS LISTED AS ADDITIONAL INSURED TO THE ABOVE GENERAL LIABILITY POLICY. SEE ATTACHED ENDORSEMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Evanston is listed as additional insured to the above general liability policy. See attached Endorsement

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201-2798

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

114 of 385
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES**

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY CHANGES EFFECTIVE</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBS0015341</td>
<td>1/1/2019</td>
<td>Scottsdale Insurance Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAMED INSURED</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBR Wrecking &amp; Construction, Inc.</td>
<td>Partners General Insurance Agency</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE PARTS AFFECTED</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
</tbody>
</table>

John Thomson

Authorized Representative Signature

**CHANGES**

This policy is hereby endorsed to make the following changes:

It is understood and agreed that effective 1/1/19 we are adding designated Additional Insured CG2012 to this policy. (see attached)

All other terms and conditions remain the same.

Process Date: 1/15/2019

Notice to Policyholder:
This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>State Or Governmental Agency Or Subdivision Or Political Subdivision:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Erika Storlie, Assistant City Manager/Administrative Services Director
      Michelle Masoncup, Corporation Counsel
      Jennifer Lin, Human Resources Division Manager

Subject: Collective Bargaining Agreement – Evanston Police Sergeants, Fraternal Order of Police (FOP)

Date: February 4, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council for the Evanston Police Sergeants, effective January 1, 2019 through December 31, 2022.

Livability Benefits:
Economy & Jobs: Support Quality Jobs

Summary:
City staff and representatives from the Sergeant’s Union (representing 20 members) have been negotiating a new contract over the past 5 months. The attached agreement has been ratified by the Union and represents a fair compromise between the City and the Union in light of the current financial situation of the City.

Below is a summary of terms which have been updated for this contract:

- The term of the contract is a four-year term, from January 1, 2019 through December 31, 2022. The four-year term will provide both parties with union security and stability. Furthermore, the lengthy term provides the City with the ability to properly and reasonably budget for salaries and expenses associated with these employees.
- Education Compensation has been increased to $2,000 annually for employees who possess a bachelor’s degree. This stipend has traditionally increased each year of the contract. The current contract allows for a one-time increase from $1,900 to $2,000 and then maintains the amount for the term of the contract. In addition, employees who possess a relevant master’s degree will receive a $2,500 annual stipend.
• Wage increases have been secured for 0% for 2019, 1.5% for 2020, 2.5% for 2021, and 3% for 2022. The union’s agreement for a 0% wage increase in 2019 and a low wage increase in 2020 will give the City the ability to significantly reduce and anticipate salary expenses to improve its financial situation.

• The contract allows for an increase in employee contributions to insurance premiums to begin in 2021. The employee percentages will increase from 10% to 15% for PPO and 10% to 12% for HMO.

• As a one-time consideration for 2019, 16 hours of compensatory time will be placed into each sergeant’s comp time bank for use according to the contract.

• For the first 3 years of the contract, each sergeant will receive an additional .25 hour of compensatory time for each day worked to handle administrative/supervisory responsibilities (known as prep time).

• The drug and alcohol policy continues to be negotiated separately to be consistent with Illinois state law passed last year regarding drug testing for officer-involved shootings.

Attachments:
FOP Sergeants 2019-22 Contract.
TABLE OF CONTENTS

ARTICLE 1 RECOGNITION .................................................................................................................................................. 3
  SECTION 1.1 RECOGNITION OF ASSOCIATION ............................................................................................................ 3
  SECTION 1.2 RECOGNITION OF SERGEANTS ................................................................................................................ 3
  SECTION 1.3 PROBATIONARY PERIOD ............................................................................................................................ 3

ARTICLE 2 ASSOCIATION SECURITY ............................................................................................................................. 3
  SECTION 2.1 DUES CHECK-OFF .................................................................................................................................... 3
  SECTION 2.2 INDEMNIFICATION ................................................................................................................................. 4
  SECTION 2.3 UNION BULLETIN BOARDS ..................................................................................................................... 4
  SECTION 2.4 ACCESS TO CITY PREMISES .................................................................................................................. 4
  SECTION 2.5 USE OF CITY FACILITIES AND EQUIPMENT .......................................................................................... 4

ARTICLE 3 NON-DISCRIMINATION ................................................................................................................................. 4
  SECTION 3.1 NON-DISCRIMINATION ............................................................................................................................ 4
  SECTION 3.2 GENDER ....................................................................................................................................................... 5

ARTICLE 4 GRIEVANCE PROCEDURE ............................................................................................................................ 5
  SECTION 4.1 DEFINITION .................................................................................................................................................. 5
  SECTION 4.2 GRIEVANCE PROCEDURE ........................................................................................................................ 5
  SECTION 4.3 TIME LIMITS .............................................................................................................................................. 6
  SECTION 4.4 INVESTIGATION AND DISCUSSION ......................................................................................................... 6
  SECTION 4.5 CIVIL SERVICE .......................................................................................................................................... 6
  SECTION 4.6 DISCIPLINARY GRIEVANCES ................................................................................................................ 6

ARTICLE 5 LABOR-MANAGEMENT MEETINGS .............................................................................................................. 7
  SECTION 5.1 MEETING REQUEST .................................................................................................................................. 7
  SECTION 5.2 CONTENT ..................................................................................................................................................... 7
  SECTION 5.3 ATTENDANCE ........................................................................................................................................... 7

ARTICLE 6 MANAGEMENT RIGHTS .................................................................................................................................. 7

ARTICLE 7 NO STRIKE-NO LOCKOUT .......................................................................................................................... 8
  SECTION 7.1 NO STRIKE .................................................................................................................................................. 8
  SECTION 7.2 NO LOCKOUT ........................................................................................................................................... 8
  SECTION 7.3 PENALTY ..................................................................................................................................................... 8
  SECTION 7.4 JUDICIAL RESTRRAINT .......................................................................................................................... 8

ARTICLE 8 GENERAL ......................................................................................................................................................... 8
  SECTION 8.1 WEAPONS/MARKSMANSHIP .................................................................................................................. 8
  SECTION 8.2 STATUTES ................................................................................................................................................... 8

ARTICLE 9 WAGES AND BENEFITS ................................................................................................................................ 9
  SECTION 9.1 SALARY SCHEDULE ................................................................................................................................ 9
  SECTION 9.2 LONGEVITY PAY ...................................................................................................................................... 10
  SECTION 9.3 PENSION PICK-UP PLAN .......................................................................................................................... 11
  SECTION 9.4 HOLIDAYS .................................................................................................................................................. 11
  SECTION 9.5 HOLIDAY COMPENSATION ..................................................................................................................... 11
  SECTION 9.6 VACATIONS ............................................................................................................................................... 12
  SECTION 9.7 UNIFORM ALLOWANCE ........................................................................................................................ 12
  SECTION 9.8 SICK LEAVE ............................................................................................................................................. 13
  SECTION 9.9 ANNUAL AUDIT ....................................................................................................................................... 13
  SECTION 9.10 DEATH BENEFIT .................................................................................................................................. 13
  SECTION 9.11 PAY FOR ASSIGNMENT TO WORK IN A HIGHER RANK ........................................................................ 14
ARTICLE 10 HOURS OF WORK AND OVERTIME ................................................................. 14

- Section 10.1 Application of Article ........................................................................ 14
- Section 10.2 Normal Work Week and Work Day ..................................................... 14
- Section 10.3 Overtime ............................................................................................. 14
- Section 10.4 Compensatory Time .......................................................................... 15
- Section 10.5 Hireback ............................................................................................ 15
- Section 10.6 Court Pay ........................................................................................... 15
- Section 10.7 No Pyramiding .................................................................................. 16
- Section 10.8 Hearings/Investigations .................................................................... 16
- Section 10.9 Shift Assignments .............................................................................. 16
- Section 10.10 Calculation of Regular Hourly Rate of Pay ....................................... 16
- Section 10.11 Cancellation of Days Off .................................................................. 16
- Section 10.12 Random Drug Testing Policy ............................................................. 16

ARTICLE 11 INSURANCE ............................................................................................. 17

- Section 11.1 City Group Life Insurance ................................................................... 17
- Section 11.2 City Group Health Insurance Plans ..................................................... 17
- Section 11.3 Terms of Policies to Govern ................................................................. 18
- Section 11.4 Opt-out Plan ...................................................................................... 18
- Section 11.5 Line of Duty Death ............................................................................ 18
- Section 11.6 Medical Insurance/Line of Duty Disability ......................................... 18
- Section 11.7 Section 125 Plan ................................................................................ 19
- Section 11.8 Dental Plan ....................................................................................... 19
- Section 11.9 Post-Employment Health Plan ............................................................ 19

ARTICLE 12 TERMINATION AND LEGALITY CLAUSES ........................................ 19

- Section 12.1 Savings .............................................................................................. 19
- Section 12.2 Entire Agreement .............................................................................. 19
- Section 12.3 Term .................................................................................................. 19
- Section 12.4 Continuing Effect ............................................................................. 20

MEMORANDA OF UNDERSTANDING ..................................................................... 21

- Reduction in Rank Due to Layoffs ........................................................................ 21
- Use of Outside Counsel for Bargaining Unit Members .......................................... 21
- Compensatory Time Caps ..................................................................................... 21
- Additional Compensatory Time ............................................................................ 22

ATTACHMENT A – COMPENSATORY CAPS – SECTION 10.4 ................................. 23
LABOR AGREEMENT
Between
CITY OF EVANSTON
And
EVANSTON SERGEANTS ASSOCIATION
AFFILIATED WITH
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AGREEMENT between, the CITY OF EVANSTON (hereinafter also called the "City") and Evanston Sergeants Association affiliated with Illinois Fraternal Order of Police, Labor Council (hereinafter also called the "Labor Council" or “Union”).

ARTICLE 1 RECOGNITION

Section 1.1 Recognition of Association The City recognizes the Labor Council as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full-time employees classified by the City as Police Sergeants.

Section 1.2 Recognition of Sergeants The City and the Labor Council recognize that sergeants are key members of the management and command staff of the Department. In this role, sergeants are responsible for supervising, directing and disciplining employees. The participation in Union activity, collective bargaining and/or grievance activity by sergeants pursuant to this Agreement does not and cannot interfere with the sergeants' responsibility of loyalty as members of management.

Section 1.3 Probationary Period All new Sergeants shall be considered probationary Sergeants until they complete a promotional probationary period of twelve (12) months. The City may, for reasonable cause, extend the promotional probationary period for up to an additional six (6) months. Sergeants in their promotional probationary period are eligible for membership in the Union and are covered by this Agreement, but no grievance shall be presented or entertained in connection with the demotion of a probationary Sergeant.

ARTICLE 2 ASSOCIATION SECURITY

Section 2.1 Dues Check-off Upon receipt of a signed authorization form from an employee in the form set forth in Appendix A, the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly union dues. The Labor Council will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement and list of employees’ names from whom deductions have been made, to the Labor Council at the address designated by the Labor Council by the 15th day of the month following the month in which the deduction is made. Employees desiring to revoke such voluntary dues deductions during the term of this Agreement may do so at any time by providing thirty (30) days' written notice to both the City and the Labor Council.
It is specifically agreed that any dispute concerning the amount of the dues fee as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Non-members who object to the dues fee based upon bona fide religious tenets or teachings shall pay an amount equal to such dues fee to a non-religious charitable organization mutually agreed upon by the employee and the Labor Council. If the affected non-member and the Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 2.2 Indemnification** The Union will indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

**Section 2.3 Union Bulletin Boards** The City will make a bulletin board available (currently located in the mail room) for the sole use of posting legitimate Union notices that are not inflammatory in nature or endorsements of candidates for elected public office. It shall generally include notices dealing with internal Union affairs and Union-related business or activities. In addition, representative as identified in writing to the Chief of Police) shall be permitted to distribute such Union notices in Department mailboxes of bargaining unit employees. Except as provided in this section, there shall be no distribution or posting of Union materials of any kind inside City buildings unless the Police Chief or his designee specifically approves same.

**Section 2.4 Access to City Premises** Duly authorized Union business representatives and National representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement upon showing proper credentials to the Police Chief or his designee. These business representatives will enter and conduct their business so as not to interfere with City operations. Such right of entry shall at all times be subject to general department rules applicable to non-employees.

**Section 2.5 Use of City Facilities and Equipment** With the prior approval of the Police Chief or his designee, the Union may use City office equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over department needs and any materials used or other costs incurred shall be reimbursed by the Union if requested by the City.

**ARTICLE 3 NON-DISCRIMINATION**

**Section 3.1 Non-Discrimination** In accordance with applicable federal and state law, the City and Union agree not to discriminate against any employee on the basis of race, color, creed, sex, age, disability, national origin, sexual orientation or Union membership or non-membership. Actions taken by the City in the assignment or utilization of employees for reasonable and necessary operational reasons shall not be considered in violation of this Article. The parties agree that the City has the right, notwithstanding any other provisions of this Agreement, to take action that is reasonable and necessary in order to be in compliance with the Americans with Disabilities Act.
Section 3.2 Gender The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1 Definition A "grievance" is defined as a difference of opinion raised by an employee or the Union against the City involving the meaning, interpretation or application of the provisions of this Agreement or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Police Department.

Section 4.2 Grievance Procedure Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days of when the employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. Union grievances shall be filed at Step 2. A grievance shall be processed as follows:

STEP 1: Written To Immediate Supervisor. An employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor, not to include a bargaining unit member, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The immediate supervisor and the employee, accompanied by an Union representative who is an employee covered by this Agreement if the grievant so desires, shall discuss the grievance at a mutually agreeable time within seven (7) calendar days. If no agreement is reached in such discussion, the immediate supervisor shall give a written answer to the grievant within seven (7) calendar days of the discussion.

STEP 2: Appeal To Chief of Police. If the grievance is not settled in Step 1, the grievant or Union may, within fourteen (14) calendar days following receipt of the immediate supervisor's answer, file a written appeal to the Chief of Police. The grievant, a Union representative and the Chief will discuss the grievance at a mutually agreeable time within fourteen (14) calendar days. If no agreement is reached in such discussion, the Chief will give his answer in writing to the grievant and the Union representative within fourteen (14) calendar days of the discussion.

STEP 3: Appeal to City Manager. If the grievance is not settled in Step 2, the Union may, within fourteen (14) calendar days following receipt of the Chiefs answer, file a written appeal to the City Manager. A meeting between the City Manager and his/her designee and the grievant and Union representatives, if agreed to, will be held at a mutually agreeable time within fourteen (14) calendar days of the meeting. If the City Manager determines there will be no Step 3 meeting, the City Manager will advise the Union representative within fourteen (14) calendar days in writing and the City Manager's written communication shall be deemed to be a Step 3 denial of the grievance.

STEP 4: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City's answer in Step 3. The parties shall attempt to
agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Before striking any names, each party shall have the right to reject one (1) panel of arbitrators. The parties shall determine by a toss of a coin who shall strike first, then alternately strike names one at a time until only one name remains, who shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issue submitted to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms to his authority, shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.3 Time Limits No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 4.2. If a grievance is not appealed within the time limits for appeal set forth in Section 4.2, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may mutually agree to extend any time limits. If the City fails to provide an answer within the time limits set forth in Section 4.2, the Union may immediately appeal to the next step.

Section 4.4 Investigation and Discussion All grievance discussions and investigations shall take place in a manner which does not interfere with City operations.

Section 4.5 Civil Service Except as provided in Section 4.6 or with respect to subject matters covered by this Agreement, it is understood that matters subject to Civil Service are not subject to this grievance procedure.

Section 4.6 Disciplinary Grievances Grievances may be filed with respect to the just cause of any disciplinary action taken against an employee. Any grievance concerning a suspension or discharge shall be filed directly at Step 2 of this grievance procedure within fourteen (14) calendar days of the imposition of the discipline. If an employee is transferred for disciplinary reasons, the employee may grieve the transfer pursuant to the provisions of this Section. Discharge and disciplinary action shall be subject to review under the grievance procedure up to and including arbitration, provided that oral reprimands may not be appealed to arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.
ARTICLE 5 LABOR-MANAGEMENT MEETINGS

Section 5.1 Meeting Request The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly Labor-Management meetings will be held. The Labor-Management Committee shall include three (3) employees covered by this Agreement and up to three (3) representatives appointed by the Chief of Police and the Chief of Police if he so desires. The Union may also designate a non-employee Union representative to attend a labor-management meeting, if mutually agreed, and the City may include a non-Police Department employee, if mutually agreed. Such quarterly meetings may be requested by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Labor-management meetings shall be set at a mutually convenient day and time. Such meetings shall be limited to:

(a) discussion of the implementation and general administration of the Agreement; (b) sharing of general information of interest to the parties, including departmental operational matters affecting employees; and (c) notifying the Union of changes in condition of employment contemplated by the City which may affect employees. The parties agree to meet in good faith and exercise their best efforts to submit recommendations for approval by the Chief of Police.

Section 5.2 Content It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement to be conducted at such meetings. The Labor-Management Committee shall keep summary minutes of labor-management meetings, which shall be initialed by the parties and made available for distribution to employees covered by this Agreement.

Section 5.3 Attendance Attendance at labor-management meetings shall be voluntary on the employee's part. If the parties agree to schedule a meeting during an employee's regular straight-time shift, the employees shall be compensated for time lost from the normal straight-time work day.

ARTICLE 6 MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. The rights retained by the City include, but are not limited to: the right to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to transfer employees, to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause; to lay off or promote employees, to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal
control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 7 NO STRIKE-NO LOCKOUT

Section 7.1 No Strike Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, illegal picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer of the Union occupies a position of special trust and responsibility in attempting to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2 No Lockout The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.3 Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.4 Judicial Restraint Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 8 GENERAL

Section 8.1 Weapons/Marksmanship The City will supply practice qualification ammunition for automatic weapons in quantities which the Police Department determines are appropriate. If a Sergeant, during the term of this Agreement, replaces an existing departmental-issued handgun with a departmental-approved weapon, and turns in a handgun to the department, he shall be reimbursed fifty (50%) of the cost of said weapon, up to four hundred dollars ($400). The purchased weapon will be considered the Sergeant's property upon retirement or separation from the department.

Section 8.2 Statutes The City will continue to comply with federal and state statutes covering mandatory subjects of bargaining which are applicable to police sergeants, except to the extent modified in this Agreement.
**Section 8.3 Drug and Alcohol Testing** Drug and Alcohol testing of members, in addition to testing required under 50 ILCS 727/1-25, shall be conducted according to the processes detailed in Evanston Police Department General Orders. The City agrees to bargain over a Drug and Alcohol Testing Policy required by the Police and Community Relations Improvement Act, Public Act 100-0389, amended August 25, 2017. The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Labor Relations Act (5 ILCS 315/14) or as amended.

**ARTICLE 9 WAGES AND BENEFITS**

**Section 9.1 Salary Schedule** The salary schedule for employees covered by this Agreement shall be as follows: an increase of 0% to be applied retroactively to January 1, 2019, an increase of 1.5% to be applied retroactively to January 1, 2020, an increase of 2.5% to be applied retroactively to January 1, 2021, and an increase of 3% to be applied retroactively to January 1, 2022, for all eligible wages under this Agreement. Any pay-outs of applicable benefit time by the terms and conditions of the CBA shall be at the covered members’ current rate of pay including longevity at the time of pay-out.

### 1/1/2019 – 0% COLA

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Step</th>
<th>Effective Date</th>
<th>Step Rate</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS34</td>
<td>A</td>
<td>1/1/2019</td>
<td>$47.936</td>
<td>$99,707.28</td>
</tr>
<tr>
<td>PS34</td>
<td>B</td>
<td>1/1/2019</td>
<td>$50.035</td>
<td>$104,072.98</td>
</tr>
<tr>
<td>PS34</td>
<td>C</td>
<td>1/1/2019</td>
<td>$52.203</td>
<td>$108,581.81</td>
</tr>
<tr>
<td>PS34</td>
<td>D</td>
<td>1/1/2019</td>
<td>$54.521</td>
<td>$113,403.16</td>
</tr>
<tr>
<td>PS34</td>
<td>E</td>
<td>1/1/2019</td>
<td>$56.155</td>
<td>$116,802.68</td>
</tr>
<tr>
<td>PS34</td>
<td>F</td>
<td>1/1/2019</td>
<td>$57.840</td>
<td>$120,307.17</td>
</tr>
</tbody>
</table>

### 1/1/2020 – 1.5% COLA

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Step</th>
<th>Effective Date</th>
<th>Step Rate</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS34</td>
<td>A</td>
<td>1/1/2020</td>
<td>$48.655</td>
<td>$101,202.89</td>
</tr>
<tr>
<td>PS34</td>
<td>B</td>
<td>1/1/2020</td>
<td>$50.786</td>
<td>$105,634.07</td>
</tr>
<tr>
<td>PS34</td>
<td>C</td>
<td>1/1/2020</td>
<td>$52.986</td>
<td>$110,210.54</td>
</tr>
<tr>
<td>PS34</td>
<td>D</td>
<td>1/1/2020</td>
<td>$55.339</td>
<td>$115,104.21</td>
</tr>
<tr>
<td>PS34</td>
<td>E</td>
<td>1/1/2020</td>
<td>$56.997</td>
<td>$118,554.72</td>
</tr>
<tr>
<td>PS34</td>
<td>F</td>
<td>1/1/2020</td>
<td>$58.708</td>
<td>$122,111.78</td>
</tr>
</tbody>
</table>
An employee shall be eligible for annual advancement to the next highest step in the salary structure to the maximum step based upon receipt of a highly satisfactory merit evaluation. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity.

**Section 9.2 Longevity Pay** Employees with the years of service Indicated below shall be eligible to receive longevity pay added to the current rate of pay in accordance with the following schedule. If a Sergeant dies while at work, he will have the 5.5% longevity step added to the current rate of pay.
<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Longevity Pay Computed As a Percent of Employee's Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 years</td>
<td>3%</td>
</tr>
<tr>
<td>14 years</td>
<td>4%</td>
</tr>
<tr>
<td>19 years</td>
<td>5.5%</td>
</tr>
</tbody>
</table>

**Section 9.3 Pension Pick-Up Plan** The City agrees to maintain a "pension pick-up plan" whereby employees' contributions are made from pre-tax earnings for as long as such plan continues to be permitted by state and federal law.

**Section 9.4 Holidays** Holidays shall be as follows:

- New Years' Day
- Dr. Martin Luther King Jr.'s Birthday
- Employee's Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Three Floating Holidays

For approved days off other than sick leave, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Holiday time for holidays will be carried on the Department records as hours rather than days, in the compensatory time bank, and may be carried over from year to year. The three floating holidays will be accrued as twenty-eight (28) hours. At the time of separation from City employment the employee shall receive payment of all accrued but unused holiday time that has been transferred to the compensatory time bank.

Employees required to work on New Year’s Day, Dr. Martin Luther King Jr.’s Birthday, Thanksgiving Day, Friday after Thanksgiving, or Christmas Day shall receive pay at time and one-half for all hours worked in addition to the Holiday Compensation addressed in Section 9.5 below.

**Section 9.5 Holiday Compensation** Employees who are off-duty on a holiday shall receive eight (8) hours' holiday time in their compensatory time bank. Employees who are on-duty on a holiday shall be paid their regular rate of pay for all hours worked and shall receive eight (8) hours' holiday time in their compensatory time bank. Sergeants who are normally scheduled to work on holidays listed in Section 9.4 will work those hours unless the Sergeant requests to take the day off; in that case, the hours off will be charged to the Sergeant's vacation or compensatory time accrual. A Sergeant who is sick on such holidays will have that time off charged to his sick leave accrual.
Section 9.6 Vacations  Vacations shall be accrued at the following rates:

<table>
<thead>
<tr>
<th>Year Range</th>
<th>Vacation Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recruitment through 4th year</td>
<td>2 weeks</td>
</tr>
<tr>
<td>5th year through 6th year</td>
<td>2 weeks/2 days</td>
</tr>
<tr>
<td>7th year through 10th year</td>
<td>3 weeks</td>
</tr>
<tr>
<td>11th year through 14th year</td>
<td>3 weeks/2 days</td>
</tr>
<tr>
<td>15th year through 20th year</td>
<td>4 weeks</td>
</tr>
<tr>
<td>21st year</td>
<td>4 weeks/1 day</td>
</tr>
<tr>
<td>22nd year</td>
<td>4 weeks/2 days</td>
</tr>
<tr>
<td>23rd year</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

Two (2) years accrual of vacation time may be carried over into the subsequent year. At the time of separation from City employment the employee shall receive payment of all accrued but unused vacation time up to two (2) years accrual. Employees that request a vacation pay-out may not have an accrued balance over their maximum at the time of their payout.

Section 9.7 Uniform Allowance
(a) The City shall provide an annual allowance of one-thousand and no/100 dollars ($1,000) each year of this agreement for the purchase of uniform items. Uniform allowances will be paid on or about April 1 of each calendar year and no receipts will be required.

(b) If changes in uniform or new uniform items are mandated by the City, at City’s initiative, the City shall pay the entire cost of the initial issue of such items; however, if changes in uniform or new uniform items are approved by the City at the request of the Union or of the employees, employees shall be expected to bear the cost of the initial issue. If authorized uniform items are damaged in the line of duty (as distinguished from normal wear and tear), the Chief of Police will give consideration to replacing said damaged uniform items at City expense. Upon promotion to the rank of Sergeant, each new Sergeant will be provided four long-sleeved and four short-sleeved uniform shirts at City expense.

Upon promotion to the rank of Sergeant, each new Sergeant will be provided four (4) long-sleeved and four (4) short-sleeved uniform shirts at City expense.

(c) Effective the first pay period after ratification of this Agreement by both parties, if a Sergeant's bullet-proof vest is out of its warranty period, the City will reimburse the Sergeant up to a maximum of eight hundred and no/100 dollars ($800) for the replacement vest upon submission of a receipt of purchase and return of the out of warranty vest. Upon leaving the City's employ, a Sergeant shall have the right to keep his vest.
Section 9.8 Sick Leave
(a) Employees shall accrue twelve (12) sick days per full year of employment.

(b) Whenever an employee with ten (10) years or more of service retires or has his employment terminated in good standing, the employee shall receive payment of all sick days accrued in excess of two hundred (200) hours to a maximum of four hundred forty (440) hours' pay. Such payment shall be in the form of cash or directed to a designated ICMA-RC Account, or any combination thereof. An employee with over six hundred and fifty (650) hours of sick leave shall be eligible, at time of leaving the bargaining unit, for payment of 100% of sick hours over six hundred and fifty (650). Such payment shall be directed to the PEHP plan. The provisions of this Section shall not be applicable to an employee who is discharged for just cause or who does not give at least two weeks’ advanced written notice of the employee's decision to voluntarily retire or otherwise terminate City employment in good standing.

(c) An employee with seventy-five (75) days of sick leave accrued as of January 1 of each year, shall be eligible to receive on January 31 of the immediate following calendar year of each year payment, vacation or time off equivalent to one hundred percent (100%) of all sick leave days accrued during that year, but not used during that year, in excess of four (4) days. This means that if an eligible employee uses eight (8) or more days of sick leave accrued in the calendar year, the employee shall have no days of entitlement; uses seven (7) days - one (1) day of entitlement; uses six (6) days - two (2) days of entitlement; uses five (5) days - three (3) days of entitlement; uses four (4) days - four (4) days of entitlement; uses three (3) days - five (5) days of entitlement; uses two (2) days - six (6) days of entitlement; uses one (1) day - seven (7) days of entitlement; uses no days - eight (8) days of entitlement.

(d) In the event an employee dies while employed by the City, neither subsection (b) or (c) of this Section are applicable; provided, however, that the employee's entire accrued but unused sick leave shall be paid to the person(s) designated as beneficiary and/or trust fund named on the employee's group life insurance, or if there is no designation, as required by the City.

(e) Sick leave may be used for absences due to illness, injury, or medical appointment of the employee’s family members pursuant to and as defined by the Illinois Sick Leave Act (820 ILCS 191/1 et. seq.), or as amended.

Section 9.9 Annual Audit
The Police Department will provide a bi-weekly update of each employee’s balances of compensatory time, floating holiday, sick leave, and vacation leave. After notification, the employee has thirty (30) days to file any discrepancies with the Police Department. After this thirty (30) day period, the update shall be considered final. Reasonable exceptions may be made for an employee who can demonstrate a prolonged absence (e.g., FMLA, worker’s comp, military leave).

Section 9.10 Death Benefit
In the event of death of an employee in the line of duty, the City shall pay a death benefit of three thousand and no/100 dollars ($3,000) to the designated group life insurance beneficiary and/or trust fund named, or if there is no designation, as directed by the City. In addition to provisions provided by law, for a Sergeant who dies on duty the City shall pay one-hundred percent (100%) of the health insurance premium for ninety (90) days.
**Section 9.11 Pay for Assignment to Work in a Higher Rank** Effective January 1, 2019, an employee who is temporarily assigned to a higher rank shall be paid an additional $5.00 per hour for each hour for all hours worked in that capacity.

**Section 9.12 Physical Fitness** Sergeants may voluntarily participate in a physical fitness examination (the P.O.W.E.R. test) administered by the department. As an incentive to maintain physical fitness, employees will be paid five hundred and no/100 dollars ($500) if they pass the physical fitness exam or seven hundred and no/100 dollars ($700) if they pass the physical fitness exam and participate in the required components of the City’s annual wellness program.

**Section 9.13 Educational Compensation** Effective January 1, 2019 and continuing, employees who possess a bachelor’s degree or higher from an accredited college or university will receive an additional two thousand dollar ($2,000) stipend. Employees who possess a master’s degree or higher in a relevant subject area will receive an additional two thousand five-hundred dollar ($2,500) stipend. Relevant subject areas for a master’s degree or higher include, but are not limited to, criminal justice or law enforcement, sociology, psychology, public administration, social work, public safety, and any other subject areas at the discretion of the Police Chief. Educational stipends are to be paid on the first pay period each February.

**ARTICLE 10 HOURS OF WORK AND OVERTIME**

**Section 10.1 Application of Article** This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

**Section 10.2 Normal Work Week and Work Day** The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday shall be eight (8) hours, plus a thirty (30) minute unpaid lunch period each day, subject to emergency work duties. Sergeants as a part of their administrative duties to prepare for roll call or other administrative responsibilities, shall report one-quarter hour (1/4) hour before their tour of duty and in some cases requiring them to stay a one-quarter hour (1/4) hour after their tour of duty to handle supervisory/administrative matters. For this, Sergeants shall be compensated at three-quarter (3/4) hour of compensatory time for each day worked at the straight time calculation for 2019, 2020, and 2021. This payment will revert back to one-half (1/2) hour in 2022. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the City will provide as much advance notice as possible of such change to the individuals affected.

**Section 10.3 Overtime** Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond eight (8) hours in a work day. Vacation, sick time, holidays or other absences from work, paid or unpaid; will not be considered as hours worked for the
purposes of calculating overtime. Overtime shall be paid in fifteen (15) minute increments using FLSA rounding rules.

**Section 10.4 Compensatory Time** An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, by giving advance notice to the City. The maximum compensatory time accumulated shall be five hundred (500) hours. At the time of separation from City employment, the employee shall receive payment of all accrued but unused compensatory time. An employee with accrued compensatory time may make advance request for time off (in minimum increments of 15 minutes) and time off will be approved by the City based upon departmental needs. Employees in the rank of Sergeant prior to May 1, 2011 may keep the current compensatory time bank accrued, which may exceed five hundred (500) hours with the combination of the holiday and compensatory time banks. The specific limits of maximum hours or grandfathered balance that may be in a member’s bank are included in Attachment A to the Memorandum of Understanding (MOU). If at any time a member’s grandfathered balance falls below the five hundred (500) hour maximum, then the five hundred (500) maximum shall apply going forward and the grandfathered status shall be forfeited.

New employees to the unit are subject to the five hundred (500) hour maximum for the combined compensatory time bank. New employees to the unit will be paid out any hours in excess of the five hundred (500) hour maximum prior to entering the unit. Any existing Sergeant who does not meet the five hundred (500) hour combined maximum as of May 1, 2011 will be subject to the new limit. Any hours of compensatory time exceeding the five hundred (500) hour maximum, pursuant to the MOU and Attachment A, as of December 31 of each calendar year will be paid out by the end of February of the immediate following calendar year.

An employee may request a payout of up to two hundred (200) hours per year from accumulated compensatory time, which may be in addition to the annual payout for hours over five hundred (500). Requested payouts will be based on a first come first served basis and simultaneous requests will be based on seniority. Payouts are subject to annual available funding set by the Chief of Police. Payouts made as a result of a new member entering the bargaining unit to bring that member in line with the five hundred (500) hour maximum and the MOU on Compensatory Time Banks shall be made separate and apart from the discretionary payments indicated above.

**Section 10.5 Hireback** When an employee is hired back there shall be a minimum pay guarantee of four (4) hours' pay at time and one-half, or if hired back on the July 4 holiday, the Halloween holiday, or the New Year's holiday (Eve or Day), a minimum pay guarantee of four (4) hours' pay at two (2) times their regular rate of pay. Supervisory hire back will first be offered to the rank of Sergeant, within the respective shift or unit, before it is offered to other Command ranks.

**Section 10.6 Court Pay** An employee, who is required to appear for off-duty court appearance or off-duty proceedings, shall receive time and one-half for all hours actually worked, or a minimum guarantee of four (4) hours pay at straight time, whichever is greater, under the following situations:

(a) **Morning Court Call.** Employee on afternoon shift, midnight shift, or on a day off;
(b) **Afternoon Court Call.** Employee on midnight shift, on a day off or on an afternoon shift which begins at or after 4:00 p.m.; and

(c) **Afternoon Court Call.** If the employee is on an afternoon shift which begins before 4:00 p.m., the court hour minimum shall not be applicable, but the employee shall receive time and one-half pay until the beginning of the shift, even if the court appearance ends before the beginning of the shift.

(d) **Off-Duty Proceedings.** If required to attend any of the following proceedings in a supervisory capacity while off duty, the employee shall receive a minimum of four (4) hours’ pay at straight time, or pay for hours worked at time and one-half, whichever is greater: (a) pre-disciplinary meetings; (b) OPS investigations; and (c) Accident Review Board meetings. An employee shall not be eligible for more than one minimum guarantee of four (4) hours per day. In the event it is necessary for an off-duty employee to come to the station in order to obtain evidence for the court appearance, that employee will receive an additional half-hour before and after court for travel time.

**Section 10.7 No Pyramiding** Overtime shall not be paid twice for the same hours worked.

**Section 10.8 Hearings/Investigations** This Section shall apply to investigations which do not fall under the qualifications set forth in Section 10.6 of this Agreement. An employee who attends any of the following proceedings during off-duty time shall receive time and one-half pay for time spent in the proceeding, with a minimum of two (2) hours’ pay at time and one-half: (a) pre-disciplinary meetings; (b) OPS investigation; and (c) Accident Review Board meeting. There shall be no pay, however, if at the employee's request the proceeding is continued or rescheduled to a later date. Pay under this Section applies only to the employee himself and not to witnesses.

**Section 10.9 Shift Assignments** Sergeants that are assigned to the midnight shift (1st Watch) shall not be assigned to that shift for more than two consecutive years. Sergeants may request a third year, which may or may not be granted by the Chief of Police or his designee.

**Section 10.10 Calculation of Regular Hourly Rate of Pay** Effective the first payroll period beginning after June 1, 1996, longevity pay shall be included in an employee's base salary for purposes of determining an employee's regular hourly rate of pay which is used to calculate overtime pay and any other benefits which are based on an employee's regular hourly rate of pay. The practice of paying longevity as a lump sum on June 1 shall be discontinued after the June 1, 1996 payment.

**Section 10.11 Cancellation of Days Off** When an employee's day off is cancelled for operational needs, the employee will be paid double time for all hours worked.

**Section 10.12 Random Drug Testing Policy** In addition to the provisions in Section 8.3 above and any General Orders relating to drug and alcohol testing, each member of the bargaining unit shall be included in a department-wide lottery conducted by an outside agency, not more than two (2)
times per year for random drug testing. No more than fifty percent (50%) of the department will be tested in any one (1) year.

ARTICLE 11 INSURANCE

Section 11.1 City Group Life Insurance
(a) The City shall provide each employee with group life insurance in an amount equal to the employee's annual salary, rounded up to the nearest five hundred dollars ($500) for the term of this Agreement.

(b) An employee who is eligible for group life insurance under subsection (a) of this Section shall have the option to reject additional optional life insurance which may be offered by the City's insurance carrier (under rules of that carrier) so long as the employee pays the entire premium, which may change from time to time. The election and/or continuation of optional insurance is solely an employee's individual decision.

Section 11.2 City Group Health Insurance Plans (Plan design changes normally take effect at the same time as contribution changes). For the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

<table>
<thead>
<tr>
<th></th>
<th>PPO1</th>
<th>PPO2</th>
<th>HMO IL &amp; BA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (sing/fam)</td>
<td>$500/$1500</td>
<td>$1000/$2000</td>
<td>n/a</td>
</tr>
<tr>
<td>Coinsurance (in/out net)</td>
<td>90%/70%</td>
<td>80%/0%</td>
<td>n/a</td>
</tr>
<tr>
<td>Office Visit Copay</td>
<td>$30</td>
<td>$30</td>
<td>$30</td>
</tr>
<tr>
<td>ER Copay</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Prescription Drug co-pay(30 day)</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
</tr>
<tr>
<td>Prescription Drug co-pay(90 days)</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
</tr>
</tbody>
</table>

(b) Health Insurance Contributions made by employees will be based on a percentage of funding premiums that will be set by 10/1 of each year. Increases to union member contributions will be limited to a ten percent (10%) increase. If the total funding premium increases by more than ten percent (10%) in a given year, the union member contribution for the following year will be capped at a ten percent (10%) increase. For all subsequent years union member premiums will continue to increase within the cap in order to “catch up” to the originally agreed upon percentage contribution rates. Employees covered by these plans will contribute the following percentages (%) of total premium cost, which shall be deducted from their employee paychecks:
TIER (Effective 1/1/19)
Employee 10%
Employee + 1 or 2 children 8%
Employee + Spouse/DP 9%
Family 10%

TIER (Effective 1/1/20)
Employee 10%
Employee + 1 9%
Family 10%

TIER (Effective 1/1/21)
HMO
Employee 12%
Employee + 1 10%
Family 12%

PPO
Employee 15%
Employee + 1 13%
Family 15%

Note: The contribution amounts for the Employee + 1 or 2 children, Employee + Spouse/DP, and Employee + 1 tiers will be calculated as a percentage of the total family premium cost. + 1 is defined as an eligible spouse or dependent child.

(c) An employee who retires during the term of this Agreement and is eligible for an immediate or deferred pension under the Police Pension Fund may elect employee-only or family coverage under the City's Medical Insurance Plan by paying the entire group premium cost, which may increase from time to time. Payment shall be by means of deduction from the pensioner's Police Pension Fund check.

Section 11.3 Terms of Policies to Govern The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 11.4 Opt-out Plan An employee who does not desire City group medical insurance coverage because that employee is covered under a group plan elsewhere may elect to opt out of the City's insurance plan and receive an annual payment of one thousand eight hundred dollars ($1,800).

Section 11.5 Line of Duty Death In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive dependent medical coverage applicable to other employees covered by this Agreement, which may change from time to time, paid for by the City. The coverage under this Section shall continue until remarriage, until the spouse is eligible for Medicare or until the spouse is covered by the spouse's own group medical insurance plan (i.e., if the spouse is employed), whichever occurs sooner.

Section 11.6 Medical Insurance/Line of Duty Disability In the event an employee is absent from work because of line of duty disability, the City shall pay the entire group medical insurance premium
for the duration of the employee’s line of duty disability, but not beyond the date that an employee retires or ceases to be an employee.

Section 11.7 Section 125 Plan The City agrees to maintain a Section 125 Plan for employees' contributions under this Article as long as such Plan continues to be permitted by State and Federal law.

Section 11.8 Dental Plan Employees covered by the City Group Health Insurance Plan described in Section 11.2 shall be eligible to elect coverage under the City dental plan, single or family coverage. The employee shall pay one-hundred percent (100%) of the premium cost for both single and family coverage, which premium may increase from time to time.

Section 11.9 Post-Employment Health Plan The City agrees to establish a post-employment health plan for members of the bargaining unit. Employees agree that each year they will contribute thirty-two (32) hours of accrued sick time and compensatory time, for a total of sixty-four (64) hours of time to the plan by the end of the second pay period of November of each year as the total contribution for said year.

ARTICLE 12 TERMINATION AND LEGALITY CLAUSES

Section 12.1 Savings If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

Section 12.2 Entire Agreement This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement, except as otherwise provided by statute.

Section 12.3 Term This Agreement shall be effective January 1, 2019 and shall terminate at 11:59 p.m. on December 31, 2022. Not earlier than September 1, 2022 either the City or the Union may give written notice to the other party by registered or certified mail of its desire to negotiate modifications to this Agreement, said modifications to be effective January 1, 2023, unless mutually agreed otherwise.
**Section 12.4 Continuing Effect** Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

<table>
<thead>
<tr>
<th>CITY OF EVANSTON:</th>
<th>EVANSTON POLICE SERGEANTS ASSOCIATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wally Bobkiewicz</td>
<td>Dennis Prieto</td>
</tr>
<tr>
<td>City Manager</td>
<td>Date</td>
</tr>
<tr>
<td>Demitrous Cook</td>
<td>Elizabeth Glynn</td>
</tr>
<tr>
<td>Chief of Police</td>
<td>Date</td>
</tr>
<tr>
<td>Erika Storlie</td>
<td>Charlotte Hart</td>
</tr>
<tr>
<td>Assistant City Manager</td>
<td>Date</td>
</tr>
<tr>
<td>Jason Kohl</td>
<td>Date</td>
</tr>
<tr>
<td>Kevin S. Krug</td>
<td></td>
</tr>
<tr>
<td>Northern Field Supervisor</td>
<td></td>
</tr>
</tbody>
</table>
MEMORANDA OF UNDERSTANDING

Reduction in Rank Due to Layoffs

The City agrees that if in the future a layoff of a covered member is implemented, the reduced Sergeant, who will be the Sergeant with the least amount of service in the rank, will be placed back in his former position as a Police Officer. The member’s pay and longevity step shall be based on if the member would have remained as a Police Officer. If the member’s pay is above the top pay of a Police Officer, then the member shall be paid at the highest step in the pay range for Police Officer. If the member’s pay is within the pay range for Police Officer, then the member shall be paid the closest pay to his current pay, within the range for Police Officer, which does not result in a pay reduction. Any member returned to a lower rank as a result of a layoff will be first on the list when the next promotional opportunity occurs. This Memorandum of Understanding applies to layoffs only.

Use of Outside Counsel for Bargaining Unit Members

A member of the bargaining unit, who is named as a defendant in any matter before a Federal and/or State Court, may request the use of outside counsel of the member’s choosing, providing the member was acting in good faith within the scope of his official duties, which gave rise to the lawsuit. Such a request shall be directed in writing to the City’s Corporation Counsel, who will have the final say in whether or not outside counsel is used and if the suggestion made for a particular Attorney by the member is acceptable. The City’s Corporation Counsel shall agree upon the amount of compensation that shall be paid to the chosen Attorney and negotiate the terms of the engagement.

Compensatory Time Caps

The Memorandum of Understanding (MOU) is agreed to by and between the parties of City of Evanston (hereinafter also known as the “Employer”) and the Illinois Fraternal Order of Police Labor Council (hereinafter also known as the “FOP”) to address Article X - Hours of Work and Overtime, Section 10.4 Compensatory Time in the Collective Bargaining Agreement January 1, 2019 through December 31, 2022 and continuing between the parties. All other Sections in Article X shall remain as written in the Collective Bargaining Agreement. The parties to the MOU agree to the following understanding of the current practice and utilization of Section 10.4 Compensatory Time and such understanding shall be made part of the Agreement between the parties and continuing on when dealing with the excess balances as denoted on Attachment A as of January 1, 2019. The parties agree (Employer and FOP) that the individuals listed on Attachment A can maintain balances of compensatory time in excess of those specified in Section 10.4 as specifically articulated in Attachment A.

This MOU will be made part of the Collective Bargaining agreement, until December 31, 2022 pertaining to excess balances listed on Attachment A, Compensatory Time Caps, and in accordance with Section 10.4.
Additional Compensatory Time

Within one (1) month of the effective date of this Agreement, the City will deposit sixteen (16) hours into each employee’s compensatory time bank as a one-time consideration in 2019. These hours will be used consistent with Section 10.4 above.
<table>
<thead>
<tr>
<th>Employee</th>
<th>Max Compensatory Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>MULLIGAN, GENE</td>
<td>960 hours</td>
</tr>
</tbody>
</table>
Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
Michelle Masoncup, Corporation Counsel
Jennifer Lin, Human Resources Division Manager

Subject: Collective Bargaining Agreement – American Federation of State, County and Municipal Employees (AFSCME)

Date: February 4, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) Labor Council covering 354 active City employees, effective January 1, 2019 through December 31, 2022.

Livability Benefits:
Economy & Jobs: Support Quality Jobs

Summary:
City staff and representatives from the AFSCME Union have been negotiating a new contract over the past 5 months. The attached agreement has been ratified by the Union and represents a fair compromise between the City and the Union in light of the current financial situation of the City.

Below is a summary of terms which have been updated for this contract:

- The term of the contract is a four-year term, from January 1, 2019 through December 31, 2022. The four-year term will provide both parties with union security and stability. Furthermore, the lengthy term provides the City with the ability to properly and reasonably budget for salaries and expenses associated with these employees.
- Wage increases have been secured for 0% for 2019, 1.5% for 2020, 2.5% for 2021, and 3% for 2022. The union’s agreement for a 0% wage increase in 2019 and a low wage increase in 2020 will give the City the ability to significantly reduce and anticipate salary expenses to improve its financial situation.

143 of 385
• The contract allows for an increase in employee contributions to insurance premiums to begin in 2021. The employee percentages will increase from 10% to 15% for PPO and 10% to 12% for HMO.
• As a one-time consideration for concessions on wage increases, additional floating holidays in each of the four years have been granted as follows: FY2019: 3 days, FY2020: 3 days, FY2021: 2 days, FY2022: 1 day. Floating holiday time will be placed into each member’s time off bank for use according to the contract.
• Some contractually required stipends have also been increased and adjusted. On-call weekend pay has increased from $185/week to $215/week. $155 annual shoe allowances have increased for $180.
• The City has agreed not to lay off any 2019 budgeted employees for the remainder of 2019 and has agreed to no furlough days for the term of the contract. Employees who are laid off after 2019 will also receive an additional 2 weeks of severance.
• The union has agreed to change the eligibility for terminating sick payouts. Employees now need to have 10 years of service to be eligible to receive 75% of accumulated sick days over 20 for a maximum of 40 days. Previously the eligibility was 5 years of service to receive 85%.

Attachments:
AFSCME 2019-22 Contract.
AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO

January 1, 2018 - December 31, 2022
# TABLE OF CONTENTS

- Article I – Recognition and Representation .......................................................... 6
  - Section 1.1. Recognition ...................................................................................... 6
  - Section 1.2. Definition of work day for part-time employees.............................. 6
- Article II – Deduction of Union Dues ................................................................. 7
  - Section 2.1. Checkoff ....................................................................................... 7
  - Section 2.2. Fair Share ..................................................................................... Error! Bookmark not defined.
  - Section 2.3. Resumption of Employees on Dues Checkoff ................................ 7
  - Section 2.4. Indemnification .......................................................................... 7
- Article III – No Discrimination ............................................................................. 8
- Article IV – Management Rights ......................................................................... 9
- Article V – Seniority Rights ................................................................................. 10
  - Section 5.1. Definition ................................................................................... 10
  - Section 5.2. Promotion, Transfer, Voluntary Reduction .................................. 10
  - Section 5.3. Vacation Selection ....................................................................... 10
  - Section 5.4. Seniority Roster ......................................................................... 11
  - Section 5.5. Transfer Rights .......................................................................... 12
  - Section 5.6. Probationary Period ................................................................. 12
- Article VI – Grievance Procedure ...................................................................... 13
  - Section 6.1. Definition of Grievance ............................................................... 13
  - Section 6.2. Grievance Committee and Stewards ........................................... 13
  - Section 6.3. Grievance Procedure .................................................................. 13
  - Section 6.4. Time Limits .............................................................................. 15
  - Section 6.5. Investigation and Discussion ...................................................... 15
  - Section 6.6. Discharge and Disciplinary Suspension of Seven Days or More .... 16
  - Section 6.7. Exclusive Remedy ..................................................................... 16
  - Section 6.8. Pertinent Witnesses and Information ........................................ 16
- Article VI.B – Library Grievance Procedure ....................................................... 16
  - Section 6.B.1. Definition of Grievance .......................................................... 16
  - Section 6.B.2. Grievance Committee and Stewards ........................................ 16
Section 6.B.3. Grievance Procedure
Section 6.B.4. Time Limits
Section 6.B.5. Investigation and Discussion
Section 6.B.6. Discharge and Disciplinary Suspension of Seven Days or More
Section 6.B.7. Exclusive Remedy
Section 6.B.8. Pertinent Witnesses and Information
Article VII – No Strikes – No Lockouts
Section 7.1. No Strikes – No Lockouts
Section 7.2. Picket Line
Article VIII – Leaves of Absence
Section 8.1. Union Leave
Section 8.2. Short-term Military Leave
Section 8.3. Active Military Service
Section 8.4. Education Leave
Section 8.5. Disability
Section 8.6. Family and Medical Leave
Section 8.7. Emergency Occurrence Leave
Article IX – Wages and Benefits
Section 9.1. Wage Rates
Section 9.2. Longevity Pay
Section 9.3A. Paid Holidays
Section 9.3.B. Paid Holidays – Permanent Part-time Employees
Section 9.3.C. Floating Holidays
Section 9.3.D. Library Employees
Section 9.4. Paid Vacation
Section 9.5. Sick Leave
Section 9.6. Bereavement Leave
Section 9.7. Jury Duty
Section 9.8. Call-Back Pay
Section 9.9. Overtime
Section 9.10. Standby Pay
Section 9.11. Shift Differential
Section 9.12. Uniforms
Section 9.13. Safety Shoes ................................................................................ 38
Section 9.14. Fitness and Wellness Incentive ...................................................... 38
Article X. Group Insurance .................................................................................... 40
Section 10.1. Group Life Insurance .................................................................... 40
Section 10.2. Group Medical Insurance ............................................................... 40
Section 10.3. Employee Medical Contributions ..................................................... 40
Section 10.3.1. Medical Plans. ........................................................................... 42
Section 10.4. Benefits While on Leave. ............................................................... 42
Section 10.5. Dental Insurance .......................................................................... 42
Section 10.6. Disenrollment Incentive ............................................................... 43
Article XI – Layoff, Recall, Severance................................................................. 44
Section 11.1. Layoff Provisions. ......................................................................... 44
Section 11.2. Employee Displacement Rights. ..................................................... 44
Section 11.3. Severance. ................................................................................... 46
Section 11.4. Recall. ......................................................................................... 47
Article XII – Discipline ........................................................................................... 48
Section 12.1. Disciplinary Warnings. ................................................................... 48
Section 12.2. Warning Notices. .......................................................................... 48
Section 12.3. Pre-disciplinary Meeting. ............................................................... 48
Section 12.4. Discipline Option. ......................................................................... 48
Section 12.5. Time Limit on Disciplinary Action. .................................................. 48
Article XIII – General ............................................................................................ 49
Section 13.1. Bulletin Boards. ............................................................................ 49
Section 13.2. Tools. .......................................................................................... 49
Section 13.3. Rates of Pay on Temporary Transfer ............................................. 49
Section 13.4. Subcontracting ............................................................................. 49
Section 13.5. Equipment and Safety Committee. .............................................. 50
Section 13.6. Imminent Danger Procedure ......................................................... 50
Section 13.7. Labor-Management Committee. .................................................... 50
Section 13.8. Work Rules. ................................................................................. 51
Section 13.9. Employee Evaluations. ................................................................. 51
Section 13.10. Training. .................................................................................... 51
Section 13.11. Drug and Alcohol Testing. ........................................................... 52
Section 13.12. Request for Classification Study ............................................................. 52
Section 13.13. Mileage Reimbursement ...................................................................... 52
Section 13.14. Shift Changes ..................................................................................... 52
Article XIV – Termination and Legality Clauses ....................................................... 53
   Section 14.1. Savings ......................................................................................... 53
   Section 14.2. Term .......................................................................................... 53
Appendix A – Positions and Job Families ............................................................... 54
Appendix B – Salary Schedule .............................................................................. 60
Appendix C – Dues Authorization ........................................................................ 74
Appendix D – Memorandum of Understanding ....................................................... 75
Appendix E – Memorandum of Understanding ....................................................... 76
Appendix F – Memorandum of Understanding ....................................................... 77
AGREEMENT

This Agreement is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the “City”) and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO for and on behalf of EVANSTON CITY EMPLOYEES UNION (hereinafter called the “Union”) Local 1891.

Article I – Recognition and Representation

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for permanent employees in the various departments of the City of Evanston in positions listed in Appendix A as “included”, and excluding employees in positions listed in Appendix A as “excluded”.

It is the objective of the City to utilize employees covered by this Agreement and to keep to a practicable minimum the utilization of employees not covered by this Agreement.

Section 1.2. Definition of work day for part-time employees. Where indicated throughout the contract (for example, section 8.7 Emergency Occurrence Leave and where otherwise not defined), a work “day” is defined as the part-time employee’s average hours worked per day calculated as the employee’s budgeted hours per week divided by five days. For example, the hours per “day” for a 20 hour per week employee would be 4 hours.
Article II - Deduction of Union Dues

Section 2.1. Checkoff. Upon receipt of a signed authorization form from an employee at the time of hire in the form set forth in Appendix C, the City shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, fees, and P.E.O.P.L.E. contributions. Authorized deductions shall be irrevocable except in accordance with the terms, and any applicable laws, under which an employee voluntarily authorized said deductions. The Union will notify the City Human Resources Division Manager in writing of the amount to be deducted, and the name and address of the President of the Union. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the President of the Union by the last day of the month in which the deduction is made. The City will provide the Union with the name and department of new and reinstated bargaining unit employees on a quarterly basis (i.e., on or about January 1, April 1, July 1, and October 1). Additionally, the Union will conduct union orientation for new employees as soon as practicable after employment begins. This new employee orientation should be no shorter than 30 minutes. Alternatively, the Union may choose to conduct new employee orientation in conjunction with new hire orientation conducted by the City. All such new employee orientations shall take place during employees' working hours with no loss of pay.

Section 2.2. Resumption of Employees on Dues Checkoff. Whenever employees take a leave of absence from the City and are dropped from dues deduction, upon their return to the job, they will automatically be reinstated on dues deduction.

Section 2.3. Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.
Article III - No Discrimination

Neither the City nor the Union shall discriminate against any employee because of age, sex, marital status, race, color, creed, national origin, political affiliation, union activities, sexual preference or sexual orientation. Nothing herein shall prohibit the operation of a compulsory retirement plan by the City.

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.
Article IV - Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and its departments in all various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City’s right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted by the employees of the City; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.
Article V - Seniority Rights

Section 5.1. Definition. Seniority is defined as the employee’s length of continuous service since his last date of hire.

Section 5.2. Promotion, Transfer, Voluntary Reduction.

a) The City shall provide to the designated Union representatives copies of all job announcements. The City shall make available for public and bargaining unit employee viewing all provisional eligible lists for positions within the bargaining unit, which shall include posting and expiration dates.

b) When the City determines that a vacant bargaining unit position shall be filled, the job announcement will be posted for a period of at least 10 calendar days, as determined by the posting and closing dates on the Job Opportunity announcement. All employees are encouraged to make application for any position in which they are interested and for which they have the ability to perform.

c) The City will give first consideration to employees who:
   - are on a current recall list or are subject to layoff, in accordance with Article XI, Layoff, Severance, and Recall;
   - have requested in writing a transfer for medical needs
   - are on a re-employment list as per Article VIII Leaves of Absence

d) The City will then consider current bargaining unit employees who qualify for placement on a provisional eligible list who will be given preference in appointment over non-employee candidates, based on seniority, Affirmative Action, work experience, skills and abilities, education, and other considerations related to current or past job performance such as time and attendance, discipline, commendations, and work performance. Such decisions are subject to the grievance procedure contained in this agreement.

e) Seniority shall be the controlling factor for current bargaining unit employees whose qualifications are within the same category (highly qualified or qualified).

Section 5.3. Vacation Selection. When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority, to the extent that such scheduling will not interfere with City operations. No employee will be mandated to choose more than a single day during vacation scheduling, subject to the above provisions.
Each department of the City will develop, distribute and maintain procedures regarding vacation selection for employees within the various divisions and departments; however, each such set of procedures will include at least the following:

a) a period of vacation selection no later than December 1 of each calendar year for the following calendar year, which shall be at least 30 calendar days;

b) department heads will clearly designate any periods during the calendar year during which vacations may be limited or may not be scheduled, due to operational needs;

c) employees must submit vacation requests for the following calendar year during this period of vacation selection, in writing, in the form provided by the City;

d) vacation requests will not be unreasonably denied; conflicts between requested vacation times will be resolved by seniority;

e) the annual vacation schedule will be posted no later than January 15 of each calendar year on the departmental bulletin board, showing approved vacation periods of employees, and days/periods when vacations will not be approved, or may be limited.

Following the annual vacation selection period, each department will develop, distribute and maintain procedures regarding additional vacation selection requests that arise during the calendar year and/or changes in vacation selections; each department will provide for the following:

f) requests for additional vacation time must be in writing, on the form provided by the City, and submitted no less than 48 hours in advance of the requested vacation time off;

g) the City will not deny a previously-approved vacation period in order to accommodate a request that comes in after the annual vacation selection period, regardless of seniority;

h) the City will not unreasonably deny vacation requests.

Section 5.4. Seniority Roster. The City shall maintain and keep a listing of all bargaining unit employees including date of hire, and date of appointment to most recent position, by department or division, and job classification. The initial listing shall be posted within 45 calendar days of the ratification of this Agreement, and maintained
and kept current for viewing by authorized Union representatives. The City will post a seniority roster at work locations to consult for planned overtime.

Section 5.5. Transfer Rights. If a permanent employee hired to replace another employee on leave of absence is transferred to another position within the bargaining unit, upon return to work of the employee on leave of absence, the seniority of the transferred employee in the new classification shall be the date of original hire.

Section 5.6. Probationary Period.

(a) **New Employees** - New employees shall be considered probationary employees for the first twelve months of employment. Probationary employees do not have seniority and may be terminated and no grievance may be filed. The Union would have the right to grieve all discipline, except for termination, during this probationary period.

(b) **Promotional or Transferred Employees** - An employee who accepts a promotion or requests and receives a transfer shall be given twenty-one (21) calendar days to acquaint himself with the job and prove his ability to fill the same satisfactorily. If the employee, at the end of such trial period, is unable as determined by the Department Head, in conjunction with Human Resources, to perform the job to which he was promoted or transferred, he shall return to his former job without any loss of seniority.

(c) **Pending Layoff and Recall** - An employee who applies for a position different from his own pursuant to Article 11.1 (d) or who is recalled to a position different from his own pursuant to Article 11.3 (a) shall serve a probationary period of six (6) months. If such employee does not pass probation, he will be considered laid off and be placed on the recall list. Such employees shall remain on the recall and reinstatement list in accordance with the expiration date applicable to the original effective date of the layoff. An employee who has accepted a vacant position in lieu of a layoff who does not pass probation shall be entitled to all rights in Article XI Layoff-Layoff, Recall, Severance.
Article VI - Grievance Procedure

Section 6.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Unified Work Rules or departmental work rules (where Personnel Rules and department work rules conflict or are silent, Personnel Rules will govern).

Section 6.2. Grievance Committee and Stewards. The Union shall select a grievance committee of not more than four members to attend grievance meetings scheduled pursuant to Step 2 and 3 of this procedure. The Union shall select stewards to participate in the grievance procedure set forth in this Article. The Union shall notify the City Manager in writing of the names of all grievance committee members and stewards, and any changes of committee members or stewards within 10 calendar days of their appointment by the Union.

Section 6.3. Grievance Procedure. Recognizing that grievances should be raised and settled promptly at the earliest step possible, a grievance must be raised within twenty-one (21) calendar days of when the event became known to the employee. The union shall submit grievance forms to a representative of the Human Resources Division who will then scan and distribute the grievance via e-mail to the appropriate manager designated. This distribution process will be followed in Step 2 and above. A grievance shall be processed as follows, except that a grievance filed relating to a suspension of one working day or more shall be filed at Step 3. The Union may extend the timeframe by providing notice to the City due to extenuating circumstances.

STEP 1: Verbal to Immediate Supervisor: The employee, with or without his steward, shall discuss the grievance with his immediate supervisor, but no adjustment reached without the steward may be inconsistent with this Agreement. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within three (3) working days of the discussion. If a grievance involves two or more employees, the steward may present the grievance with only one aggrieved employee present. For record-keeping purposes, any grievance settled at Step 1 shall be summarized in writing, including the adjustment agreed to, and copies submitted to the Union President, Executive Vice President, the department head and the City Manager or his designee within 15 calendar days of the agreement.

STEP 2: Written Grievance to Division Chief (second line supervisor): If the grievance is not settled in Step 1, the Union shall, within five (5) working days following receipt of the supervisor’s answer, file a written grievance with the Division Chief or second line supervisor, on a standardized form provided by the Union. The grievance will contain a specific description of the grievance, the specific provisions of the contract involved,
and a specific remedy for the grievance. Incomplete grievances shall be returned to
the Union President and Executive Vice President within three (3) working days of the
submission at Step 2, indicating where the grievance form is not complete or
understandable. The Union shall then have an additional three (3) working days to
resubmit the grievance to the Division Chief or second line supervisor.

When a complete written grievance is submitted by the Union, a meeting shall then be
held between the Division chief or second line supervisor and the grievance committee
at a mutually agreeable time, generally within ten (10) working days. If no settlement
is reached at said meeting, the Division Chief or second line supervisor shall give a
written answer to the Union President and Executive Vice President within ten (10)
working days of said meeting. If a settlement is reached at said meeting, a written
summary of the grievance and settlement will be submitted to the Union President and
Executive Vice President, the department head and the City Manager or his designee
within 15 working days of the meeting.

STEP 3:  Written Grievance to Department Head:  If the grievance is not settled in
Step 2, the Union shall, within five (5) working days following receipt of the Step 2
answer, file a written grievance with the Department Head, on a standardized form
provided by the Union. The grievance filed at Step 2 along with the answer shall be
filed with the Step 3 grievance. The Step 3 grievance shall contain the Union’s position
regarding the Step 2 answer. A meeting shall then be held between the Department
Head and the grievance committee at a mutually agreeable time, generally within ten
(10) working days. If no settlement is reached at said meeting, the Department Head
shall give a written answer to the Union President and Executive Vice President within
fifteen (15) working days of said meeting. If a settlement is reached at said meeting, a
written summary of the grievance and settlement will be submitted to the Union
President and Executive Vice President and the City Manager or his designee within 15
working days of the meeting.

STEP 4:  Grievance Meeting with the City Manager:  If the grievance is not settled in
Step 3, the Union shall file a written grievance with the City Manager or his designee
within ten (10) working days after receipt of the Step 3 answer. A meeting shall then
be held between the City Manager or his designee and the Grievance Committee at a
mutually agreeable time, generally within 30 calendar days. If no settlement is reached
in said meeting, the City Manager or his designee shall respond in writing within fifteen
(15) working days following said meeting. If a settlement is reached, a written
summary of the agreement will be submitted to the Union President and Executive Vice
President for signature of agreement, signed by the City Manager or his designee, and
copies distributed as appropriate.

STEP 5:  Arbitration:  If the grievance is not settled in Step 4, the Union may submit
the grievance to arbitration by giving written notice to the City Manager within twenty-
one (21) calendar days after receipt of the City’s answer in Step 4.
The parties shall attempt to agree on an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. If neither party can agree on the first list, they may request a second list. Once the list has been submitted, the Union shall strike two (2) names, and the City shall strike two (2) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him and his decision shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement, together with such Personnel Rules and Unified Work Rules as may be directly relevant, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the City, the Union and the employees. The decision of the arbitrator shall be rendered in writing within sixty (60) days after the close of the hearing. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union. The City and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the President of the Union and the grievant shall be released from duty if necessary to attend such hearing without loss of pay.

**Section 6.4. Time Limits.** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree to extend any time limits. If the City fails to provide an answer within the time limits so provided, or at least reasonably close to those time limits, the Union may then immediately appeal to the next step in the grievance procedure.

**Section 6.5. Investigation and Discussion.** All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the services of the City. Employees shall suffer no loss in pay for attendance at grievance meetings which are held during an employee’s regularly scheduled straight-time work day. Insofar as possible, grievance meetings under the grievance procedure shall be held during normal working hours. If the Steward has been involved in presenting a grievance, the verbal answer shall be given to both the employee and the Steward and any discussion which the supervisor initiates concerning such a grievance shall involve both the employee and the Steward. In the event of pre-disciplinary meetings, the City will give three (3) working days’ notice to the Union President and Executive Vice President, except in extraordinary circumstances.
Section 6.6. Discharge and Disciplinary Suspension of Seven Days or More. Discipline and discharge shall be for just cause. If a permanent employee is discharged or given a disciplinary suspension of seven (7) working days or more, the employee and Union shall be given written notice of said discharge or suspension. If the Union desires to file a grievance over said discharge or suspension of seven (7) working days or more, a grievance must be filed in writing directly at Step 4 of the grievance procedure within fourteen (14) calendar days after the notice of said discharge or suspension. If the grievance is not settled at Step 4, it may be submitted by the Union to arbitration under Step 5 of the grievance procedure.

Section 6.7. Exclusive Remedy. Civil Service procedures shall not be available to employees in the bargaining unit for the purpose of challenging discharges or disciplinary actions.

Section 6.8. Pertinent Witnesses and Information. The Union may request the production of specific documents, books, papers or witnesses reasonably available from the employer and substantially pertinent to the grievance under consideration.

Article VI.B – Library Grievance Procedure

Section 6.B.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City or Library with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Unified Work Rules or Departmental Work Rules (where Personnel Rules and department rules conflict, personnel rules will govern).

Section 6.B.2. Grievance Committee and Stewards. The Union shall select a grievance committee of not more than four members to attend grievance meetings scheduled pursuant to Step 2 and 3 of this procedure. The Union shall select stewards to participate in the grievance procedure set forth in this Article. The Union shall notify the City Manager and the Library Director in writing of the names of all grievance committee members and stewards, and any changes of committee members or stewards within 10 calendar days of their appointment by the Union.

Section 6.B.3. Grievance Procedure. Recognizing that grievances should be raised and settled promptly at the earliest step possible, a grievance must be raised within twenty-one (21) calendar days of when the event became known to the employee. The union shall submit grievance forms to a representative of the Human Resources Division who will then scan and distribute the grievance via e-mail to the appropriate manager designated. This distribution process will be followed in Step 2 and above. A grievance shall be processed as follows, except that a grievance filed relating to a suspension of
one working day or more shall be filed at Step 3. The Union may extend the timeframe by providing notice to the City due to extenuating circumstances.

**STEP 1:** Verbal Grievance to Immediate Supervisor: The employee, with or without his/her steward, shall discuss the grievance with his/her immediate supervisor, but no adjustment reached without the steward may be inconsistent with this Agreement. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within three (3) working days of the discussion. If a grievance involves two or more employees, the steward may present the grievance with only one aggrieved employee present. For record-keeping purposes, any grievance settled at Step 1 shall be summarized in writing, including the adjustment agreed to, and copies submitted to the Union President, Executive Vice President, the Library Director or his/her designee within 15 calendar days of the agreement.

**STEP 2:** Written Grievance to Division Head (if the immediate supervisor is the Division Head, proceed to Step 3): If the grievance is not settled in Step 1, the Union shall, within five (5) working days following receipt of the supervisor’s answer, file a written grievance with the Division Head on a standardized form provided by the Union. The grievance will contain a specific description of the grievance, the specific provisions of the contract involved, and a specific remedy for the grievance. Incomplete grievances shall be returned to the Union President and Executive Vice President within three (3) working days of the submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) working days to resubmit the grievance to the Division Head.

When a complete written grievance is submitted by the Union, a meeting shall then be held between the Division Head and the grievance committee at a mutually agreeable time, generally within ten (10) working days. If no settlement is reached at said meeting, the Division Head shall give a written answer to the Union President and Executive Vice President within ten (10) working days of said meeting. If a settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President, the Library Director or his/her designee within 15 working days of the meeting.

**STEP 3:** Written Grievance to Assistant Library Director: If the grievance is not settled in Step 2, the Union shall, within five (5) working days following receipt of the Step 2 answer, file a written grievance with the Assistant Library Director on a standardized form provided by the Union. The grievance filed at Step 2 along with the answer shall be filed with the Step 3 grievance. The Step 3 grievance shall contain the Union’s position regarding the Step 2 answer. A meeting shall then be held between the Assistant Library Director and the grievance committee at a mutually agreeable time, generally within fifteen (15) working days. If no settlement is reached at said meeting, the Assistant Library Director shall give a written answer to the Union President and Executive Vice President within fifteen (15) working days of said meeting.
settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President and the Library Director or his/her designee within fifteen (15) working days of the meeting.

**STEP 4:** Grievance Meeting with the Library Director: If the grievance is not settled in Step 3, the Union shall file a written grievance appeal with the Library Director or his/her designee within ten (10) working days after receipt of the Step 3 answer. A meeting shall then be held between the Library Director or his/her designee and the Grievance Committee at a mutually agreeable time, generally within 30 calendar days. If no settlement is reached in said meeting, the Library Director or his/her designee shall respond in writing within fifteen (15) working days following said meeting. If a settlement is reached, a written summary of the agreement will be submitted to the Union President and Executive Vice President for signature of agreement, signed by the Library Director or his/her designee, and copies distributed as appropriate.

**STEP 5:** Arbitration: If the grievance is not settled in Step 4, the Union may submit the grievance to arbitration by giving written notice to the Library Director within twenty-one (21) calendar days after receipt of the City’s answer in Step 4.

The parties shall attempt to agree on an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. If neither party can agree on the first list, they may request a second list. Once the list has been submitted, the Union shall strike two (2) names, and the Library shall strike two (2) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Library and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Library and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue submitted to him/her and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement, together with such Personnel Rules and Unified Work Rules and departmental rules as may be directly relevant, to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Library, the Union and the employees. The decision of the arbitrator shall be rendered in writing within sixty (60) days after the close of the hearing. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the Library and the Union. The Library and the Union shall each be responsible for compensation of their own witnesses and/or representatives who attend arbitration hearings; provided, however, that the President of the Union and the grievant shall be released from duty if necessary to attend such hearing without loss of pay.
Section 6.B.4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the Library, provided that the parties may agree to extend any time limits. If the Library fails to provide an answer within the time limits so provided, or at least reasonably close to those time limits, the Union may then immediately appeal to the next step in the grievance procedure.

Section 6.B.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the services of the City and/or Library. Employees shall suffer no loss in pay for attendance at grievance meetings which are held during an employee’s regularly scheduled straight-time work day. Insofar as possible, grievance meetings under the grievance procedure shall be held during normal working hours. If the Steward has been involved in presenting a grievance, the verbal answer shall be given to both the employee and the Steward and any discussion which the supervisor initiates concerning such a grievance shall involve both the employee and the Steward. In the event of pre-disciplinary meetings, the City and/or Library will give three (3) working days’ notice to the Union President and Executive Vice President, except in extraordinary circumstances.

Section 6.B.6. Discharge and Disciplinary Suspension of Seven Days or More. Discipline and discharge shall be for just cause. If a permanent employee is discharged or given a disciplinary suspension of seven (7) working days or more, the employee and Union shall be given written notice of said discharge or suspension. If the Union desires to file a grievance over said discharge or suspension of seven (7) working days or more, a grievance must be filed in writing directly at Step 4 of the grievance procedure within fourteen (14) calendar days after the notice of said discharge or suspension. If the grievance is not settled at Step 4, it may be submitted by the Union to arbitration under Step 5 of the grievance procedure.

Section 6.B.7. Exclusive Remedy. Civil Service procedures shall not be available to employees in the bargaining unit for the purpose of challenging discharges or disciplinary actions.

Section 6.B.8. Pertinent Witnesses and Information. The Union may request the production of specific documents, books, papers or witnesses reasonably available from the employer and substantially pertinent to the grievance under consideration.
Article VI - No Strikes - No Lockouts

Section 7.1. No Strikes - No Lockouts. The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of City operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.2. Picket Line. At no time and under no circumstances shall employees covered by this Agreement be assigned or otherwise compelled to cross picket lines to do work of striking employees or otherwise act as strike-breakers in the event of labor disputes with the City of Evanston or with any company, business or institution where such disputes may arise.
Article VIII - Leaves of Absence

Section 8.1. Union Leave.

a) During the term of this Agreement, the City shall grant paid leaves of absence (one day’s pay at straight-time for each day of paid leave) to employees selected by the Union to attend International Union conventions, Illinois State Federation of Labor conventions or educational conferences of the Union; provided, however, that the total number of days of paid leave shall not exceed fifteen (15) days per contract year for the bargaining unit. The Union must give the Human Resources Division Manager two weeks' advance written notice. Leaves of absence without pay shall be granted, to the extent that there is no interference with City operations, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Union. Any request for such leave shall be submitted in writing by the Union to the Human Resources Division Manager and shall be answered, in writing, no later than five (5) days following the request.

b) An employee who takes extended leave for full-time Union work shall hold re-employment rights for two years, to be re-employed in the first available vacancy that the employee is qualified to perform except that if the employee’s absence from work is ninety (90) days or less, he shall have a right to immediate reinstatement to his former classification. An employee who returns from leave for full-time Union work shall, on re-employment, be credited with the full seniority the employee acquired prior to going on leave. These rights may be extended by mutual agreement between the City and the Union.

c) A Union officer, member or Steward may be granted short periods of time off without pay for duly authorized Union business, if approved in advance by the Department Head or designee.

Section 8.2. Short-term Military Leave. Any employee who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties, shall be granted a leave of absence, with pay, for the period of such activity and shall suffer no loss of seniority rights. Employees will be entitled to receive two weeks’ leave with pay annually when ordered to active military duty, and the pay rate of the employee during such leave will be the difference between his regular pay rate and the total compensation received for the training, less any allowance for travel, lodging or food. Employees ordered to attend such short-term military training or duties will present their orders to their supervisor within three (3) working days of receipt of such orders, and shall place their request for leave in writing. Upon return from short-term military leave, the employee will present proof of compensation received for such time and arrangements will be made with the Finance Department by
the employee’s supervisor to either pay the employee or the City any money owed to either party.

Section 8.3. Active Military Service. An employee who enters into the active service of the Armed Forces of the United States while in the service of the City shall be granted a leave of absence for the period of such service. The City will provide compensation during such leave equivalent to the difference between regular pay and the total compensation received for the period of service, less any allowance for travel, lodging or food. The City agrees to maintain the medical insurance and coverage (single or family) in which the employee is enrolled when called to active duty, minus the regular employee contribution. This provision does not apply to employees who reenlist after a regular period of duty. Employees ordered to active duty will present their orders to their supervisor as soon as possible, but no later than within three (3) working days of receipt of such orders, and shall place their request for Active Military Service leave in writing. To the best of the ability of the employee and the City, the terms and conditions of such Active Military Service leave will be placed in writing prior to the employee leaving for active duty; if not possible, the information will be mailed to the employee’s designated agent (spouse or other individual) and that person will be authorized by the employee to act on his behalf on those matters while the employee is on active duty. Employees discharged from the Armed Forces must report ready for assignment within ninety (90) days following said discharge. The City shall have up to sixty (60) days from the date of application to place such returning serviceman. Employees covered under this Section shall be credited with the seniority which would have accumulated during time spent in the Armed Forces. Nothing in this section will prohibit the City from acting in accordance with any federal or state-enacted legislation.

Section 8.4. Education Leave. Employees may be granted, upon request, a leave of absence, not to exceed one year, for educational purposes, without pay.

Section 8.5. Disability. When an employee returns to work from a work-related disability and is unable to perform the duties of his job classification, the employee will be placed in another classification by the City, trained to perform the duties of another classification where possible, or terminated and receive severance pay pursuant to Article XI of this Agreement.

Section 8.6. Family and Medical Leave. An employee may request leave under the Family and Medical Leave Act, as follows:

(a) General conditions:
    1) A leave year for purposes of FMLA shall be the calendar year.
    2) All employees who meet the applicable hours of work requirement during the preceding twelve (12) month period of employment shall be granted a total of twelve (12) weeks of family and/or medical leave during each calendar year for the
following reasons:
  i.  the birth of an employee’s child and in order to care for the child;
  ii. the placement of a child with an employee for adoption or foster care;
  iii. to care for a spouse, child, or parent who has a serious health condition; or
  iv. a serious health condition that renders the employee incapable of performing the functions of his job.

3) The twelve (12) week limit referred to in this Section shall be either consecutive or intermittent as permitted by FMLA regulations.

4) The employee will be required to provide advance leave notice and medical certification. The taking of FMLA leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”

5) The employee must provide medical certification to support the request for leave because of a serious health condition, a fitness for duty report to return to work, and may be required to provide a second or third opinion at the City’s expense.

6) While on FMLA leave, the employee’s group health insurance coverage will be maintained, with the employee paying the regular employee contribution.

7) During FMLA leave, seniority shall continue to accrue regardless of whether the employee is in pay status or not. Paid leave benefits do not accrue during periods of unpaid FMLA leave.

8) Employees on FMLA leave must notify the City in writing at least ten (10) working days prior to when they wish to return to work, so that arrangements for a fitness for duty report, if required, may be made efficiently.

9) When an employee is approved to return to work following FMLA leave, he shall return to the position (classification and department) held immediately prior to the taking of the leave.

10) If an employee is not able to return to work following the conclusion of the FMLA leave, his employment will be terminated, except as specified in the following types of leaves.

11) If the employee fails to return to work at the conclusion of a FMLA leave, the employee shall repay to the City the premiums paid on the employee’s behalf to maintain insurance coverage while on FMLA leave unless the reason the employee does not return to work is because of i) retirement under IMRF, ii) recurrence or onset of a serious health condition that would otherwise entitle the employee to leave under FMLA, or iii) circumstances beyond the employee’s control.

12) Definition of terms will be that as stated in the Family and Medical Leave Act.
(b) FMLA leave for employee's own serious health condition: An employee who has a serious health condition must first use any or all of his accrued sick leave. If an employee has used up all his accrued sick leave, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed sixty (60) working days in a calendar year. The employee may choose to use accrued vacation, floating holiday and/or compensatory time during the sixty (60) working days of FMLA leave. If an employee continues to have the same serious medical condition after exhausting his accrued sick leave and the sixty (60) working days of FMLA, he will be placed on a permanent leave of absence of up to nine calendar months. During the permanent leave of absence, the employee may continue to use any accrued vacation, floating holiday and/or compensatory time until it is exhausted, but in no case shall an employee remain in pay status beyond the end of the permanent leave of absence. Any accrued time remaining will be paid out to the employee at the completion of the permanent leave of absence. If an employee becomes able to return to work during the permanent leave of absence, he may apply for re-employment and if qualified, placed on a re-employment list for the position held immediately prior to the taking of the leave. If the employee is not able to return to work by the conclusion of the permanent leave of absence, employment will be terminated.

(c) FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate family member (as defined herein and by the FMLA) with a serious health condition. Such FMLA leave will not exceed sixty (60) working days in a calendar year; the employee may choose to use accrued sick, vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued sick, vacation, floating holiday or compensatory time for the full 60 working days, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or employment will be terminated.

(d) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who gives birth may use accrued sick leave, vacation, floating holiday or compensatory time; the employee must specify in advance the amount of sick leave, vacation, floating holiday time or compensatory time to be used. If the employee chooses not to take any accrued leave time, and/or exhausts her designated accrued time, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed 60 working days in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (b) above shall apply.

Employees not giving birth who use FMLA leave following the birth of a child or placement of a child for adoption or foster care may request FMLA leave. Such
FMLA leave will not exceed sixty (60) working days in a calendar year; the employee may choose to use up to three (3) days of accrued sick leave as part of such leave, and accrued vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued vacation, floating holiday or compensatory time for the full FMLA, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

Section 8.7. Emergency Occurrence Leave. An employee may request time off for an emergency occurrence without 48 hour prior notification no more than three (3) times in a calendar year; such time off shall not exceed a total of three (3) working days in that calendar year. Supervisors will be notified as soon as possible of the emergency situation but not less than 15 minutes prior to work absence. The employee may use accrued floating holiday, compensatory, sick, and/or vacation time to cover this time off.
Article IX - Wages and Benefits

Section 9.1. Wage Rates.

a) Wage rates for the classifications covered by this Agreement from January 1, 2018 through December 31, 2022 are set forth in Appendix B, attached hereto and made a part hereof. The wage rates in Appendix B include salary increases (all steps) as follows: 0% added to the base rate of all bargaining unit employees beginning December 24, 2018; 1.5% added to the base of all bargaining unit employees beginning December 23, 2019; and 2.5% added to the base rate of all bargaining unit employees beginning December 21, 2020; and 3% added to the base rate of all bargaining unit employees beginning December 20, 2021.

b) Compensation paid to employees through Internal Revenue Code Section 125 plans, premium conversion plans, or flexible spending accounts shall be reported to the Illinois Municipal Retirement Fund (IMRF) as employee earnings, as permitted by IMRF.

c) All employees regularly scheduled to work 1,000 hours or more per year shall participate in IMRF as required by law.

Section 9.2. Longevity Pay. Under the conditions listed below, employees covered by this Agreement are eligible to receive an additional 2% of base salary when they complete eight (8) years of service with the City, and a total of 3% of base salary when they complete fifteen (15) years of service, and a total of 4% of base salary when they complete twenty-five (25) years of service:

- An employee must have served the minimum number of years in a full-time or permanent part-time position, and the length of service shall have been continuous without interruption; and

- An employee reaching eligibility for longevity pay will receive a performance evaluation for longevity pay purposes immediately prior to the 8 or 15 year anniversary date.

Section 9.3A. Paid Holidays.

(a) The City recognizes the following holidays; employees are eligible for paid holidays as described below. For employees working in the Library, see section 9.3D.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Dr. Martin Luther King Jr.’s Birthday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Friday after Thanksgiving</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Employee’s Birthday</td>
<td>Three floating holidays</td>
</tr>
<tr>
<td>Additional Paid Holiday</td>
<td>Annually as provided in subsection (b)</td>
</tr>
</tbody>
</table>
If an employee's birthday holiday falls on February 29 (except in leap years) or on another day recognized as a holiday as set forth above (except floating holidays), the next calendar day shall be recognized as the employee's birthday holiday; Section 9.3 (e) will apply to employee's birthdays falling on a Saturday or Sunday. The employee must request use of the birthday holiday as a day off in advance, following the applicable work rules. The request will not be denied or canceled except in extreme emergencies. When Water Plant Operators are working the third shift and their birthday falls within that working period, their birthday holiday shall be the day after the third shift ends.

(b) The “Additional Paid Holiday Annually” provided for in subsection (a) shall be December 24, except where Christmas Day falls on Saturday, Sunday or Monday, in which event the “Additional Paid Holiday Annually” shall be a “Floating Holiday.”

(c) Eligible full-time employees shall receive one day’s pay at their regular straight-time hourly rate of pay for each of the holidays listed in subsection (a). If a holiday falls on a full-time employee’s regular day off, the employee may pre-designate to receive one day’s pay at straight time OR will receive the equivalent of one day of compensatory time in lieu of holiday pay, to be taken by the employee within 30 calendar days of the holiday, or paid out at the end of the fiscal year, whichever comes first.

(d) If a full-time employee is required to work on one of the holidays listed in subsection (a) he shall receive double time his regular straight-time hourly rate for all work performed on any such holiday, in addition to holiday pay, except as provided in subsection (e).

(e) Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

(f) When employees work on holidays observed on Friday or Monday pursuant to Section 9.3 (e), the “actual” holiday shall be the day for holiday premium pay (double time) and the “observed” holiday shall be paid at time and one-half.

(g) When an employee works on a holiday which is regularly observed on Monday (Dr. King’s Birthday, Memorial Day, Labor Day), that Monday shall be considered as the day for holiday premium pay (double time) and the employee shall receive double time pay if the employee is qualified pursuant to Section 9.3.
In order to receive holiday pay for the holidays set forth in subsection (a), the employee must work or be in pay status on both the regularly scheduled day before and the regularly scheduled day after the holiday.

Section 9.3.B. Paid Holidays – Permanent Part-time Employees.

(a) Permanent part-time employees will receive straight time holiday pay for hours they are normally scheduled to work on a designated holiday. Permanent part-time employees who are regularly scheduled to work on a Saturday holiday will receive holiday pay for Saturday hours rather than Friday hours, and for those scheduled to work on a Sunday holiday will receive holiday pay for Sunday hours rather than Monday hours.

(b) Permanent part-time employees will receive pro-rata floating holidays as follows: permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn floating holidays at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn floating holidays at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn floating holidays at 25% of the rate earned by full-time employees.

(c) Permanent part-time employees who are required to work on one of the holidays shall receive double time payment for all hours worked on any such holiday, but no additional holiday pay.

Section 9.3.C. Floating Holidays.

(a) Floating holidays shall be days requested by the employee at least 48 hours in advance, in writing, on the form provided by the City.

(b) Floating holidays must be taken in the year of accrual by the last day of the 26th pay period.

(c) In the employee's first year of employment, floating holidays are earned on a pro-rata basis throughout the year based on date of hire.

d) Employees working a regularly scheduled 37.5 hour work week will be entitled to 7.5 hours per floating holiday earned. Employees working a regularly scheduled forty (40) hour work week will be entitled eight (8) hours per floating holiday earned. Total accruals in a given year may vary depending upon the Christmas Holiday.
Section 9.3.D. Library Employees. Sections 9.3A, B and C above apply to Library employees except as detailed below. The City recognizes the following holidays for employees working in the Library:

- New Year’s Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Employee’s Birthday
- Three floating holidays

Library employees are eligible for an additional floating holiday in lieu of Dr. King’s Birthday, and an additional floating holiday in lieu of the Friday after Thanksgiving. Those additional floating holiday hours will be added to the employee’s accrual during the pay period in which the observed holiday occurs.

For Library employees regularly scheduled to work on days the Library is closed which are not designated City holidays, the following will apply:

(a) Bargaining unit employees in part-time positions who are regularly scheduled to work on days that the Library is closed which are not designated City paid holidays may make up those “lost” hours sixty (60) days before or after the date in question, at a time(s) that is mutually agreed upon by the employee and supervisor.

(b) Bargaining unit employees in full-time positions, excluding maintenance staff, who are regularly scheduled to work on days that the Library is closed which are not designated City paid holidays may make up those “lost” hours within the same pay week as the date in question, at a time(s) that is mutually agreed upon by the employee and supervisor.

Section 9.4. Paid Vacation.

(a) Employees are eligible for paid vacation as described below:

<table>
<thead>
<tr>
<th>Months of Employment</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 5 years (0-59 months)</td>
<td>Two weeks</td>
</tr>
<tr>
<td>6 through 13 years (60-155 months)</td>
<td>Three weeks</td>
</tr>
<tr>
<td>14 through 19 years (156-227 months)</td>
<td>Four weeks</td>
</tr>
<tr>
<td>20 through 21 years (228-251 months)</td>
<td>Four weeks and one day</td>
</tr>
<tr>
<td>22 years (252-263 months)</td>
<td>Four weeks and two days</td>
</tr>
<tr>
<td>23 years (264-275 months)</td>
<td>Four weeks and three days</td>
</tr>
</tbody>
</table>
24 years (276-287 months) Four weeks and four days
25+ years (288+ months) Five weeks

(b) Vacation is earned throughout the year on a payroll basis; an employee may not take vacation not yet earned. An employee may request, in writing to the department head, an advance of no more than five (5) unearned vacation days. Any employee with a negative balance of vacation accrual may not use any additional vacation until the amount of vacation leave used in advance is made up through normal accruals.

(c) An employee may request a one-time payout of accrued but unused vacation time every two (2) years. Three (3) vacation days must remain in the accrual bank after the payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months earnings.

(d) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn vacation at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn vacation at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn vacation at 25% of the rate earned by full-time employees.

(e) Terminating employees will receive a payout of accrued but unused vacation time in their final paycheck, so long as they have completed 30 days or more of continuous service.

(f) Employees have a maximum vacation accrual of two years’ earned vacation.

(g) Vacation time may not be used to lengthen employment or months of service. An employee’s last day of work is the date of termination, and any unused vacation will be paid out in the final paycheck.

(h) Employees will earn paid vacation from the date of appointment, but may not use such leave until they have completed six (6) months of service, unless authorized by the department head.

(i) An employee who moves from one position to another in the City’s service, other than sworn Police and Fire employees, and whose service is continuous, and who is transferred, promoted or demoted will be credited in his new position with his unused vacation accrual.
(j) An employee who moves to or from the sworn ranks of the Police or Fire Departments will terminate their employment with the current department, receive vacation payout if applicable, and begin new accrual in the new department.

(k) A permanent part-time employee who moves to a full-time position will earn vacation based on total years of service with the City. A full-time employee who moves to an eligible permanent part-time position will earn vacation based on total years of service with the City.

(l) Vacation leave will continue to accrue during time lost from work as a result of an on-the-job illness or injury.

(m) Vacation leave will not be accrued for any pay period in which the employee is not in pay status for at least one full week (e.g., an employee under suspension or on approved leave of absence).

(n) Employees must use at least 50 percent of the vacation time accrued each year. Employees will not accrue vacation hours above 50% of their total vacation earned in each year and are subject to total maximums provided in this agreement. As an example, an employee who earns 20 days of vacation per year is required to use 50% of these days. If the employee only uses 8 days, only 10 days will be added to their total accrual, assuming they have not reached their maximum accrual.

This section is subject to the grievance procedure if an employee's failure to use at least 50% of the vacation time is due to the unreasonable denial of requests made.

Section 9.5. Sick Leave. Employees are eligible for paid sick leave under the following conditions:

(a) Employees earn twelve sick days per year, on a pro-rata basis by pay period. Employees in their first year of employment earn 9 days of sick leave. Terminating employees will earn the pro rata equivalent of 12 days of paid sick leave per year for each pay period worked in the final year of employment.

(b) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn sick leave at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn sick leave at 50% of the rate earned by full-time employees; permanent part-time employees who
are regularly scheduled to work 10 hours/week or more, but less than 18.75 hours/week earn sick leave at 25% of the rate earned by full-time employees.

(c) Earned sick leave may be used during the employee's first six months at the discretion of the department head.

(d) No employee may take sick leave not yet earned or accrued.

(e) Employees may accrue up to 275 days of sick leave.

(f) Sick leave may be used for the employee's absence from work because of medical inability to come to work, not related to an on-the-job injury or illness.

(g) Sick leave may be used for certain instances of on-the-job injuries where the employee is unable to work due to the on-the-job injury for a period of 14 consecutive calendar days or less, of no more than three days per occurrence, upon certification of the City doctor that the employee is unable to perform his regular duties because of said injury, provided that the employee has at least twelve days of accumulated sick leave at the time that the on-the-job injury occurs, and provided that, if the City doctor allows, the employee may be assigned light duty at the option of the City in lieu of permitting the employee to use sick leave.

(h) Sick leave may be used for periods of Family Medical Leave, as defined in the Section titled “Family and Medical Leave” as defined on July 15, 2003. Pursuant to the Illinois Employee Sick Leave Act, sick leave may also be used for absences due to illness, injury, or medical appointment of the employee’s child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

(i) If an employee is unable to come to work due to illness, he must inform his Department Head or supervisor, in accordance with departmental work rules, by the time so designated by those departmental work rules. Failure to do so, each day of absence, or at agreed-upon intervals in the case of extended illness, may result in loss of pay and/or disciplinary action.

(j) An employee who uses more than three (3) days of consecutive sick leave must submit to Human Resources or a member of management of employee’s department, upon reporting for work the first day of return, a statement from a treating physician attesting to the employee’s inability to work during that period claimed as sick leave. An employee who uses more than three (3) days of consecutive sick leave may not return to work without such physician’s statement, or is subject to loss of pay and/or disciplinary action.
(k) An employee who moves from one position to another in the City service and whose service is continuous or who is transferred, promoted, or demoted, will be credited in the new position with the unused sick leave accrued in the prior position, with the exception of transferring to or from the ranks of sworn personnel in the Police or Fire Departments. Such employees will terminate their employment with the department, and begin new sick leave accrual from the date of hire in the new department.

(l) Sick leave will accrue during time lost from work as a result of an on-the-job injury or illness.

(m) Sick leave will not be earned by an employee who is not in pay status for at least one full week of a pay period (e.g., an employee under suspension or on an approved leave of absence).

(n) No employee may take accrued sick leave to extend date of termination. An employee's last day of work is the date of termination.

(o) Departments will create departmental rules regarding the eligibility of employees to use scheduled, pre-approved sick leave for dental, optical or medical appointments for the employee or the employee's immediate family as defined by the Family Medical Leave Act or the employee's family as defined by the Illinois Employee Sick Leave Act. Such requests for sick time usage may be denied due to operational needs of specific departments and work locations, and if the absence interferes with City operations.

(p) Full-time employees with 45 days or more of sick leave accrued as of January 1 of each calendar year shall be eligible to receive on or about January 31 of the following year payment for all sick leave days accrued during the year, but not used, in excess of 9 days, for a maximum of 3 days. For example, if an employee uses no days, he would be eligible to receive payment for 3 days; if 1 day is used, eligibility is 3 days; if 2 days are used, eligibility is for 3 days; if 3 days used, eligibility is for 2 days; if 4 days used, eligibility is for one day; if 5 days used, the employee is not eligible for any payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months’ earnings. Such requests will be in accordance with current rules, regulations, and state laws governing the Illinois Municipal Retirement Fund.

(q) Employees working three (3) or more scheduled continuous days on the third shift who will return after their regular days off to the first shift can use one (1) accrued sick day to recuperate without a doctor’s note or co-pay receipt every twelve (12) months.
(r) Whenever an employee with ten or more years of continuous service retires or resigns, the employee shall be paid 75% of all accumulated sick days over 20, to a maximum of 40 days. To receive a terminating sick leave payout, an employee must give three (3) weeks’ notice of intent to resign or retire. The Human Resources Division Manager may waive this provision in special circumstances. An employee who qualifies for an immediate pension from IMRF may decline the sick leave payout and direct all accrued but unused sick leave to be transferred to IMRF for additional service credit, as allowed by IMRF.

Section 9.6. Bereavement Leave. Documentation of the death must be provided for any leave taken under this section. Any leave of absence for bereavement leave must be taken within thirty (30) calendar days of the death of a family member and the leave can be split into no more than two occurrences. A leave of absence with pay, which is not to exceed three (3) working days, will be granted to a permanent full-time employee for a death in his immediate family. If the funeral involves one-way travel of more than 500 miles requiring additional time away from work, a leave of absence with pay, which is not to exceed five (5) working days, will be granted. For any leave time that is non-consecutive and is taken after the initial bereavement leave day, the employee must provide two (2) working days’ notice with documentation. If additional time is needed for travel, the employee may use emergency vacation leave.

The immediate family shall be defined as follows:

Employee’s: Spouse, parent, sibling, sibling’s spouse, child(ren) and spouse, stepchild(ren) and spouse, grandparent.
Employee’s Spouse’s: Parent, sibling, sibling’s spouse, grandparent.

“Mother” and “father” shall include persons other than the employee’s actual parent if said person or persons reared the employee during a substantial period of his childhood. “Child” shall include persons other than the employee’s actual child if the employee reared the child during a substantial period of the child’s childhood.

Verification of the funeral and the employee’s relationship to the deceased may be required.

Employees eligible for FMLA, who have not yet exhausted their available FMLA time, will be granted a leave of absence not to exceed 10 working days for the death of a child and a leave of absence not to exceed 6 workweeks for the death of a second child within a 12 month period. This leave must be completed within 60 days after the date employees receive notice of the death of the child. Any time off exceeding the paid leaves of absence in this Section will be unpaid.
Section 9.7. Jury Duty. When an employee is called for service as a juror on a day he is scheduled to work, he will receive pay for the shift at his regular straight-time hourly rate, if the employee gives advance notice to the City and provides substantiation of jury service.

Section 9.8. Call-Back Pay. Except as provided in the section dealing with employees on Standby, a full-time employee who is called back to work shall be guaranteed: (1) three hours’ pay at the employee’s regular straight-time hourly rate of pay; or (2) time and one-half the employee’s regular straight-time hourly rate of pay (or holiday pay as defined in section 9.3) for all hours actually worked, whichever is greater.

When a permanent part-time employee is required to work on a day or hours not normally scheduled, he shall be guaranteed a minimum of two hours’ pay at the employee’s regular straight-time hourly rate of pay, and will be paid straight-time for all hours actually worked. When a permanent part-time employee has the option of working on a day or hours not normally scheduled, he shall be paid straight-time for all hours actually worked.

Section 9.9. Overtime. For purposes of computing overtime, the work week shall be a seven consecutive day period beginning at 12:01 a.m. on Mondays. Full-time employees shall receive time and one-half their straight-time hourly rate for all work performed over their normal workweek. Hours worked will include one workday of sick leave when the employee submits acceptable verification for the absence to the City.

For mandatory and otherwise approved and planned in advance work that exceeds the employee’s normal work day, time and one-half will be paid. For mandatory and otherwise planned in advance work that is outside the employee’s normal work day or work week, he shall be guaranteed a minimum of two hours’ pay at the employee’s regular straight-time hourly rate of pay or time and one-half the employee’s regular straight-time hourly rate of pay for all hours actually worked, whichever is greater. The guaranteed minimum of two hours’ pay shall not exceed two events in any one workday.

Permanent part-time employees shall receive time and one-half their straight time hourly rate for all work performed over 40 hours in one week.

Employees shall receive double time their regular straight time hourly rate for all work performed on their second day off in a 7-day work week period. Sunday shall be considered part of an employee’s regularly scheduled workweek if scheduled to work Sunday as part of a weekend rotation and such hours are not in excess of the normal work week.
All overtime must be approved in advance by the departmental authorizing agent; employees are not authorized to work overtime of their own volition.

Overtime under this section shall not be pyramided.

Employees eligible for overtime compensation may request to receive compensatory time off at the rate of time and one-half in lieu of pay. Such compensatory time must be used within 90 days of accrual. No employee shall accrue more than 80 hours of compensatory time.

Compensatory time in lieu of overtime payment will be the exception rather than the rule. However, for approved accrued compensatory time, employees must request the use of compensatory time off in writing, at least 48 hours in advance, on the form provided by the City. Accrued compensatory time not taken within the fiscal year in which it is earned will be paid out to the employee on or about February 1 of the subsequent year.

Section 9.10. Standby Pay. Full-time employees who are assigned to perform standby duty shall receive standby pay as follows:

$17 per weekday (from end of regular shift until the beginning of the regular shift the next day Monday-Thursday) or $68 per workweek

$47 per weekend day (Friday after end of regular shift, all day Saturday, all day Sunday) or $141 per weekend

$215 per full week

Full-time employees who are assigned to perform standby duty on a holiday shall receive $30 per holiday. In addition, full-time employees assigned to perform standby duty will receive:

(a) time and one-half the employee’s regular straight-time hourly rate for all hours worked on each call out or one hour’s pay at time and one-half for each call-out, whichever is greater; OR

(b) double time the employee’s regular straight-time hourly rate for all hours worked on each call-out on Sunday or holiday as designated in Section 9.3 or one hour’s pay at double time for each call-out on a Sunday or holiday, whichever is greater.

Employees called out under this section are not covered under Section 9.8 Call-Back Pay.
During that period of call-in, the employee shall respond by telephone within twenty (20) minutes of the page or call and notify the 911 Center if appropriate or if there is a change to the schedule on the on-call status.

**Section 9.11. Shift Differential.**

(a) Full-time employees regularly scheduled to work on a second or third shift shall receive shift differential of three and one-half percent (3.5%) of the employee's base hourly rate for each hour worked.

(b) Permanent part-time employees will not receive a shift differential.

(c) For full-time employees in Departments and Divisions that have regularly scheduled late afternoon and evening service hours (Library, Parks/Forestry & Recreation, Health & Human Services) shift differential will be paid to those employees who are regularly scheduled to begin work at 1 p.m. or later.

(d) Full-time employees scheduled for 12-hour shifts for snow-related work (e.g., 8:00 a.m. to 8:00 p.m. or 9:00 p.m. to 9:00 a.m.) shall receive shift differential for all hours worked between 6:00 p.m. and 6:00 a.m.

(e) The City agrees to notify the Union of any permanent change in shift schedules.

(f) Shift differential will be paid whenever a full-time employee is reassigned to the second or third shift for one or more working days. For example, if a full-time employee is normally scheduled to work a day shift and is assigned the second shift for one day, the employee will receive shift differential for that one day. The second and third shift is defined as a shift which begins more than four hours after the regular starting time for that shift (e.g., a regular starting time is 7 a.m.; the second shift would be a starting time of later than 11 a.m.). The third shift is defined as a shift which begins more than 8 hours after the regular starting time (e.g., a regular starting time is 7 a.m.; the third shift would be a starting time of later than 3 p.m.).

(g) Where for periods of one working day or more due to seasonal or other changes in operations, the City changes an employee's start time, the employee shall receive a shift differential of five percent (5%) for all hours worked outside of the employee's normal start time. If the City changes an employee's days worked, the employee shall receive a shift differential of five percent (5%) for all days worked outside of the employee's normal work day schedule.

(g) Full time employees shall receive a shift differential for work performed for more than twelve (12) hours in a twenty-four (24) hour period.
Section 9.12. Uniforms. The City will provide all uniforms which the City determines are required of employees in performance of their duties. The City will determine appropriate uniform items to be worn and will replace required uniform items through selected vendors due to annual allotment, wear or damage. Effective January 1, 2017, each full-time employee, excluding Fleet Services, will be allowed a total of $340 per year which must be used in that year. All new full-time employees will be given a “new employee uniform issue” purchased by the employee’s supervisor which will be deducted from a “first-year” amount of $400. Fleet Services employees and permanent part-time employees will be allowed a total of $240 annually. There will be no carryover of unused dollars from year to year. Replacement will not be made for uniform items lost or damaged through employee negligence.

Section 9.13. Safety Shoes. For employees in positions for which the City requires the wearing of OSHA-compliant safety shoes, the City will provide a payment each year of the contract, on or about May 1, for the employee’s purchase of approved OSHA-compliant safety shoes as follows:

- Any other departments/divisions: $180
- Facilities Management: $250
- Public Works, Fleet Services: $300

Employees receiving a shoe allowance will be subject to random safety shoe inspections. Employees who do not successfully pass a safety shoe inspection must replace their safety shoes within sixty days of the failed inspection or be subject to disciplinary action.

All employees receiving a shoe allowance will be required to show an OSHA certified tag from the current calendar year as proof by August 1 each year. The City will recoup the shoe allowance for failure to provide proof of OSHA certification by August 1.

Section 9.14. Fitness and Wellness Incentive. Employees may voluntarily participate in a physical fitness examination administered by the Evanston Police Department on an annual basis. If the employee passes the exam and participates in the City’s annual wellness program, he will be paid a lump sum of $300 as an incentive to maintain physical fitness. Employees must have participated in the City’s annual wellness event or supply a doctor’s note stating they are in good condition to participate. Participation in the annual physical fitness examination will take place during an employee’s off-duty hours. The fitness incentive will be paid by the second pay period of March of each year.

Section 9.15. Licensure. The City will pay for employees to maintain and renew any licenses or certifications which are required for their positions. Employees who are
required to possess commercial driver’s licenses (CDL) for their positions will be reimbursed the difference in cost between a standard driver’s license and a CDL. Employees who voluntarily choose to maintain or renew licenses or certifications which are not required for their positions will not be entitled to payment or reimbursement.
Article X. Group Insurance

Section 10.1. Group Life Insurance. The City shall offer a term life insurance program to full-time employees. The amount of the life insurance shall be the employee’s annual salary, rounded up to the nearest $1,000. The City and the employee shall share the premium on a 50%/50% basis. Employees are not required to participate in this program.

Section 10.2. Group Medical Insurance. The City currently maintains medical insurance plans for full-time employees through Blue Cross/Blue Shield: PPO and HMO. Employees eligible for insurance coverage as required by federal or State law may elect one of these plans. Any switch by an employee from one plan to another shall be subject to reasonable administrative rules which may be revised from time to time. In the event the City determines that one or more of the plans will no longer exist, employees are guaranteed the right to switch to a substitute plan on a non-medical basis.

If the City exercises the right to change insurance carriers, benefit levels shall remain substantially the same. Prior to implementing change in any benefit levels the City shall notify the Union Staff Representative and the Union President and schedule a time to meet and confer over the changes.

Former bargaining unit employees who retire and are eligible for an immediate pension may elect insurance plan coverage under the rules and regulations established by the plans, so long as the retiree pays the entire group insurance premium, without any City contribution.

Section 10.3. Employee Medical Contributions. (a) Effective January 1, 2019, the Union and City agree to contribution percentage rates to cover the cost of funding premiums in accordance with the Table below:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Percent Employee Contribution</th>
<th>Percent Employer Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>10%</td>
<td>90%</td>
</tr>
<tr>
<td>Employee +1 or 2 children</td>
<td>8%</td>
<td>92%</td>
</tr>
<tr>
<td>Employee+Spouse</td>
<td>9%</td>
<td>91%</td>
</tr>
<tr>
<td>Family</td>
<td>10%</td>
<td>90%</td>
</tr>
</tbody>
</table>

(b) Effective January 1, 2021, the Union and City agree to contribution percentage rates to cover the cost of funding premiums in accordance with the Table below:
2019 - 2022 Agreement - City of Evanston and AFSCME Council 31

<table>
<thead>
<tr>
<th>HMO Tier</th>
<th>Percent Employee Contribution</th>
<th>Percent Employer Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>12%</td>
<td>88%</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>10%</td>
<td>90%</td>
</tr>
<tr>
<td>Family</td>
<td>12%</td>
<td>88%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PPO Tier</th>
<th>Percent Employee Contribution</th>
<th>Percent Employer Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>15%</td>
<td>85%</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>13%</td>
<td>87%</td>
</tr>
<tr>
<td>Family</td>
<td>15%</td>
<td>85%</td>
</tr>
</tbody>
</table>

(c) Effective January 1, 2019, based on the percentage rates in subsections (a) and (b), employee monthly contributions for the cost of medical insurance may not increase by more than 10%. Rates provided below are the 2019 dollar rates being assessed on City employees currently enrolled in this plan.

Employee contributions made via payroll deduction are separate and apart from any co-payments required at the point of service by the insurance provider (including but not limited to office visits, prescriptions, emergency room visits, deductibles, out of network costs, etc.).

2019 ILLUSTRATIVE RATES—for those employees currently enrolled in the plan:

<table>
<thead>
<tr>
<th>TIER</th>
<th>HMO-BA</th>
<th>HMO-IL</th>
<th>PPO OPTION 1</th>
<th>PPO OPTION 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$56.40</td>
<td>$63.38</td>
<td>$73.38</td>
<td>$64.30</td>
</tr>
<tr>
<td>Employee + Spouse/DP</td>
<td>$136.54</td>
<td>$153.44</td>
<td>$181.62</td>
<td>$159.14</td>
</tr>
<tr>
<td>Employee + 1 or 2 children</td>
<td>$121.36</td>
<td>$136.38</td>
<td>$161.44</td>
<td>$141.46</td>
</tr>
<tr>
<td>Family</td>
<td>$151.70</td>
<td>$170.48</td>
<td>$201.80</td>
<td>$176.82</td>
</tr>
</tbody>
</table>

(d) The contribution amounts shown in Subsection (c) above may increase or decrease from one year of the contract to the next in accordance with the percentage of increase or decrease of the funding premium as set on October 1 of each year; however, the increase of the employee’s contribution will be capped at 10% of the previous year’s contribution.
Due to caps on the increase of employee contributions, the percentage of funding premiums agreed upon in Subsections (a) and (b) may be temporarily altered. In such instances and in subsequent years, employee contributions shall increase to “catch up” to agreed upon ratios, but, as per subsection (d), the 10% cap on employee contributions from year to year still applies.

Section 10.3.1. Medical Plans.
Effective January 1, 2019 and for the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

<table>
<thead>
<tr>
<th></th>
<th>PPO1</th>
<th>PPO2</th>
<th>HMO IL &amp; BA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible (sing/fam)</td>
<td>$500/$1500</td>
<td>$1000/$2000</td>
<td>n/a</td>
</tr>
<tr>
<td>Coincurrence (in/out net)</td>
<td>90%/70%</td>
<td>80%/0%</td>
<td>n/a</td>
</tr>
<tr>
<td>Office Visit Copay</td>
<td>$30</td>
<td>$30</td>
<td>$30</td>
</tr>
<tr>
<td>ER Copay</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Prescription Drug co-pay (30 day)</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
<td>$10/$25/$40</td>
</tr>
<tr>
<td>Prescription Drug co-pay (90 days)</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
<td>$20/$50/$80</td>
</tr>
</tbody>
</table>

Section 10.4. Benefits While on Leave. When a full-time employee is on an approved leave of absence due to medical leave, or on an extended absence due to an on-the-job injury, the City shall continue to provide the group health and life insurance coverage the employee held when going on leave or when injured, so long as the employee contributes the amounts set forth in Section 10.1 and Section 10.3.

Section 10.5. Dental Insurance. The City will make available dental insurance to full-time employees; employees are responsible for paying 100% of the cost, and maintaining participation in accordance with the rules of the provider.
Section 10.6. Disenrollment Incentive. Employees who elect to drop City medical coverage, because that employee is covered by another group plan, shall receive an annual payment from the City of $1,800 per year.
Article XI - Layoff, Recall, Severance

Section 11.1. Layoff Provisions.

(a) In the event of layoff of bargaining unit employees, the City will designate affected employees as those in the affected job classification in the affected Department or Division, with the least seniority based on the last date of hire.

(b) The City will give the Union sufficient advance notice and an opportunity for full discussion prior to the effective date of any layoff.

(c) Prior to the layoff of any permanent bargaining unit employee, probationary and temporary employees in bargaining unit positions affected by the layoff as described in subsection (a) will be laid off or terminated, as the case may be. The term probationary, in this Section (c), refers to employees serving new hire probationary periods only.

(d) The City will attempt to place affected employees in vacant positions for which they are qualified, or which they may be able to perform with training. A testing process may be required, which may consist of a written test, practical exam and/or interview to determine if an employee is qualified to perform the work, or may be able to perform the work with training. If the City, in the exercise of the rights set forth in this Section, offers an affected employee another position within the City instead of laying off the employee, the employee will have the right to accept or reject the offer.

(i) If the bargaining unit employee rejects the offer(s), he shall be considered to have taken voluntary layoff, but shall be eligible for severance pay.

(ii) If a full-time employee accepts a lesser-paying position in accordance with the provisions of (d) above, the employee shall have reinstatement rights for two years to the employee’s former position.

(e) If the City is unable to offer all affected employees alternative positions in accordance with the above provisions, the affected employee with the least seniority among the group of affected employees shall be laid off. However, a more senior employee who has rejected an offer(s) shall not be able to displace a less senior employee who accepted an offer.

Section 11.2. Employee Displacement Rights.

For purposes of layoff only, job classifications as defined in Appendix A of this Agreement are expanded to include Administrative Layoff Categories and Job Families, if applicable, as referenced in Section 11.1.5. Employees may displace a less senior employee in their own job classification or within the Job Families of the Administrative
Layoff Categories listed in this Section. Job titles not appearing in Job Families are stand-alone titles and not subject to displacement rights.

A full-time employee who would be subject to layoff shall be permitted to displace a less senior bargaining unit employee in his own job classification or in an equal or lower ranked classification in his respective Job Family within the Administrative Layoff Category. Displacement may only occur if he meets the minimum qualifications of the position or is able to perform the duties in said equal or lower classification with training within a thirty (30) calendar day acclimation period from the start date in the new position. If the employee does not meet the minimum qualifications or is not able to perform the duties of said equal or lower job classification with training after the acclimation period, then the employee will be laid off and the less senior employee previously displaced will be rehired without loss of seniority.

Administrative Layoff Categories are as follows:

Community Services; Parks; Greenways; Recycling; Forestry; Recreation; Parking; Facilities Management; Streets; Fleet; Engineering; Distribution; Filtration; Pumping; Health; Revenue; Adult Services; Children’s Services; Technical Services.

Job families are attached to this agreement as Appendix A-1.

All employees within a given job family within the Administrative Layoff Category who may potentially be impacted by the layoff shall receive notice.

An employee affected by a layoff who seeks to displace a less senior employee as provided in this Section must submit a written notice of such intent to the Department Director with a copy to Human Resources within ten (10) calendar days after preliminary notification of the layoff.

The displacement of a less senior employee in a lower job classification is considered a voluntary demotion on the part of the more senior displacing employee. The equal or lower wages attached to the lower job classification, closest to the displacing employee’s wages prior to the layoff notice shall take effect.

In the event two or more employees who are slated for layoff seek to displace the same less senior employee, seniority shall be the controlling factor when qualifications are equal.

Part-time employees shall have the same displacement rights as full-time employees except that, part-time employees may only displace other part-time employees who work equal or lesser hours per week on a regular basis.
Section 11.3. Severance.

(a) In the event the City discharges bargaining unit employees as a result of reorganization of any department, the introduction of new machinery, technology, methods or procedures, including time or work efficiency studies, or reduction of any City operations, said employees shall receive severance pay and City-paid health insurance (if applicable) according to the following schedule:

<table>
<thead>
<tr>
<th>Service as of Date of Severance</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 6 months</td>
<td>None</td>
</tr>
<tr>
<td>6 months to 2 years</td>
<td>4 weeks + 1 month of insurance</td>
</tr>
<tr>
<td>2 years to 3 years</td>
<td>5 weeks + 2 months of insurance</td>
</tr>
<tr>
<td>3 years to 4 years</td>
<td>6 weeks + 2 months of insurance</td>
</tr>
<tr>
<td>4 years to 5 years</td>
<td>7 weeks + 2 months of insurance</td>
</tr>
<tr>
<td>Over 5 years</td>
<td>8 weeks + 2 months of insurance</td>
</tr>
</tbody>
</table>

The term “reduction of any City operation” as used in this Article includes not only reductions which the City elects voluntarily, but also reductions which are, in a sense, involuntary, such as reductions caused by petroleum or energy shortages.

(b) Severance pay shall not apply if an employee quits voluntarily, except to the extent set forth in subsection 1(d)(i) above; fails to remain in the City’s employ until the date he is severed; is discharged for disciplinary reasons; or continues in the employ of the City in another capacity. The City may waive the requirement to remain in the City’s employ until date severed when in the best interests of the City.

(c) Any employee laid off for any reason listed in subsection (a) above shall receive severance pay on the effective date of the severance.
Section 11.4. Recall.

(a) Before new employees are hired to fill full-time bargaining unit positions, the City will recall laid off full-time bargaining unit employees who are qualified to perform the work, or which they may be able to perform with training. A testing process may be required, which may consist of a written test, practical exam and/or interview, to determine if an employee is qualified to perform the work, or may be able to perform the work with training. Recalled employees must respond within ten (10) calendar days of receiving notice of the vacancy. If the employee refuses a recall, the employee will be considered to have voluntarily terminated employment with the City.

Recall rights as outlined in (a) shall be extended to bargaining unit employees working at least twenty (20) hours per week except that such part-time employees shall be recalled only to part-time positions. However, if a full time position is open that has not been accepted by any full time employee on the recall list, such position may be made available to a qualified part-time employee on the recall list.

(b) Full-time laid off employees shall have reinstatement rights for two years, without loss of seniority or reduction in pay, before the City hires a new full-time employee for the full-time classification formerly held by the severed employee. Permanent part-time employees shall have reinstatement rights for two years, without loss of seniority or reduction in pay before the City hires a new permanent part-time employee for the permanent part-time classification formerly held by the severed employee.

(c) A full time employee who, in accordance with Section 1 above, accepts a lesser paying job, shall retain reinstatement rights to the employee’s former position, for a period of two years. Such employee shall be offered his former position should it become vacant within two years, prior to the recall of a laid off employee in accordance with Section 3(b) above.

(d) Laid off employees will remain on the recall list for two years from the effective date of the layoff. If a subsequent layoff occurs prior to the list expiring, then the newly laid off employees names will be merged with the names on the existing list in order of seniority. When laid off employees reach the two year anniversary of their layoff, their names will be removed from the recall list.

(e) Employees that are laid off may keep up to 10 days of vacation time for use in the event they are recalled. The City will payout all such vacation time at the end of the recall period or upon written request from the laid off employee.
Article XII - Discipline

Section 12.1. Disciplinary Warnings. The City’s program for progressive discipline (including verbal warnings, written warnings, suspensions and discharge) shall be administered uniformly among the departments covered by this Agreement. Verbal warnings must be confirmed in writing to be usable as part of progressive discipline. Whenever confirmation of a verbal warning is placed in writing or whenever a written warning is given to an employee, the designated Union representative shall be given a copy. Disciplinary suspensions of one or more days shall be placed in writing with a copy to the designated Union representative. Disciplinary action for part-time employees will be based and served as hours worked and not days. Discipline and discharge shall be for just cause.

Section 12.2. Warning Notices. Verbal warnings shall not be considered valid after six months. Written warnings shall not be considered valid after one year. An employee can request that expired warning notices be removed from the employee’s personnel file(s).

Section 12.3. Pre-disciplinary Meeting. Before an employee is discharged or given a disciplinary suspension of seven (7) working days or more, the City will schedule a pre-disciplinary meeting, and notify the employee and the union President and Executive Vice President of the date, time and place of the meeting. The notice shall include notice of the contemplated discipline and the reasons therefore. The employee and the Union representative shall have the right to rebut or defend the employee’s action, or suggest discipline less than that contemplated in the notice. At the end of the pre-disciplinary hearing, the City and the Union shall mutually agree upon a reasonable deadline by which the disciplinary decision shall be made. This deadline may be extended if agreed to by the parties.

Section 12.4. Discipline Option. In lieu of part or all of a disciplinary suspension, the City has the right to offer the employee the option of forfeiture of up to three (3) floating holidays or three (3) accumulated vacation days. The action shall be recorded as a disciplinary suspension in the employee’s personnel file, even if the option is offered and accepted.

Section 12.5. Time Limit on Disciplinary Action. Discipline, not resulting from a vehicle accident, shall be issued no later than thirty-five (35) calendar days from the time of the event or from the time the Employer became aware of the occurrence giving rise to the discipline. Discipline resulting from a vehicle accident shall be issued no later than twenty-one (21) calendar days from the time the Accident Review Board makes its determination. The employer may extend the timeframe by providing notice to the Union due to extenuating circumstances.
Article XIII - General

Section 13.1. Bulletin Boards. The City will provide a Union bulletin board for each department and division, along with a bulletin board on the second floor of the Civic Center (cafeteria area), and the second floor of the Service Center (near the time clocks). The City reserves the right to require advance approval of bulletin board postings.

Section 13.2. Tools. Except for employees in the classifications listed below, the City shall provide all tools and materials which are required as necessary to perform any assigned task in a safe manner. Employees in the following classifications shall receive an annual tool allowance of $800 for each twelve-month period of the contract, in recognition of the obligation of these employees to supply their own tools:

- Equipment Mechanic I
- Equipment Mechanic II
- Equipment Mechanic III
- Lead Mechanic
- Auto Service Worker

Tool allowance monies shall be allocated to employees up to the applicable yearly maximum amount specified in this Section, upon presentation of receipts evidencing the purchase of approved tools. In the event of fire, major accident or theft not involving negligence of the employee, the City will replace tools which are damaged or stolen with tools of comparable quality.

Section 13.3. Rates of Pay on Temporary Transfer. Where, for periods of one working day or more, the City assigns a bargaining unit employee to work temporarily in a higher paying classification within the bargaining unit, the employee shall be paid three (3) steps above his current pay/grade, but not to exceed the maximum salary of the classification to which he is transferred. When an employee is temporarily transferred to a position outside of the bargaining unit, the employee will be paid three steps/grades above current pay or the A step of the temporary position, whichever is greater. This Section shall not apply in the event the temporary transfer is made for the purpose of training an employee to become qualified in a different classification, and there is written agreement of the employee and the Union that the employee is to work in the higher paying classification without additional pay for the purpose of training.

Section 13.4. Subcontracting. It is understood that the City from time to time uses contractors for certain work. Concerning the possibility of new forms of subcontracting, it is the City’s intention to use City employees, wherever possible, to perform bargaining unit work, consistent with economy and efficiency of government. Should the City
determine that new forms of subcontracting are necessary (and said subcontracting will result in job displacements) the City will: 1) negotiate with the Union before reaching a decision to place said subcontracting into effect; and 2) negotiate with the Union concerning placement of displaced employees. Placement shall include not only assignment to bargaining unit positions, but also to positions with the City outside the bargaining unit, to the end that layoff from City employment will be used only as a last resort. Prior to the subcontracting of work, the City will make a reasonable effort with the contractor to insure that employees subject to layoff because of subcontracting will have an option to secure employment with the contractor. The City, the Union and the proposed subcontractor shall meet to discuss the employment of the employees subject to layoff.

Section 13.5. Equipment and Safety Committee. Recognizing that safety is a joint effort between management and labor, a Safety Committee is hereby created to address such issues in the work place. The primary purpose of this Committee is to discuss, promote and encourage rules, regulations and practices which enhance the safety of the employees and their work environment as well as reduce the potential liability of the City. Membership on such Committee shall be comprised of 12 Union employees designated by the Union, and up to five management personnel representing Departments covered by this Agreement; the City may invite additional personnel as necessary. Regular meetings shall be held to discuss safety matters and make subsequent recommendations for resolution of these issues to the City Manager.

Section 13.6. Imminent Danger Procedure. If an employee reasonably believes that his health and safety are in imminent danger due to an allegedly unsafe condition or piece of equipment, he shall report the situation to his immediate supervisor, who will have the initial responsibility for determining the corrective action, if any, to be taken. If the employee disagrees with the supervisor’s decision, he may request the supervisor to call the City Manager’s designee, which request will not unreasonably be denied. The employee shall not be required to perform the work or operate the equipment which is the subject of the disagreement until such time as the City Manager or his designee has rendered his decision on the matter. The decision of the City Manager or his designee regarding the allegedly unsafe condition or equipment and/or the correction action taken or proposed by the supervisor, shall be final.

Section 13.7. Labor-Management Committee. There shall be a labor-management committee consisting of at least two City members and an agreed number of employee members selected by the Union to discuss at regular quarterly meetings matters of administration of this Agreement. Meetings may take place more frequently upon request. Either the City or Union Committee members may place items on the agenda for said meetings. Where agreement is reached at Labor-Management Committee meetings on items of general application, the City shall supply the Union with a written answer. Both the City and the Union will respond on matters agreed upon at meetings within sixty (60) days of the meeting.
Section 13.8. Work Rules. Whenever the City changes work rules, or issues new work rules, the Union will be given at least 30 days’ notice (one week for minor changes) before the effective date in order that the Union can discuss said rules with the City before they become effective, if the Union so requests. A copy of the new or changed rules will be posted or given to the affected employees before said rules take effect. Each Agreement will require the City and the Union to review the Unified Work Rules for changes or revisions. The City and the Union agree that employees are bound by the Unified Work Rules as agreed upon at the time of the ratification of this Agreement. Changes to the Unified Work Rules after ratification of each Agreement must be agreed upon between the City and the Union as stated above.

Section 13.9. Employee Evaluations. From time to time and particularly at time of merit reviews, the City will hold informal evaluation conferences between the employee and his supervisor to discuss work performance, job satisfaction, work-related problems and the work environment. Generally, employee merit reviews will be completed by the employee’s merit review date. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem. It is understood, however, that the responsibility for satisfactory job performance is the employee’s. If the conference involves a written evaluation, the employee will be given a copy. The City will provide a list of all bargaining unit employees and the dates of their evaluation if requested by the Union.

Section 13.10. Training. The City is committed to providing training opportunities for AFSCME employees. To this end, the City will form a committee comprised of three (3) bargaining unit representatives, designated by the Union, and three (3) City representatives, designated by the City Manager. The Committee will formulate an annual training plan for bargaining unit employees, which will strengthen their current skills and/or enhance their ability to seek career growth opportunities within the City. The Committee will convene no later than sixty (60) days following the ratification of the collective bargaining agreement (CBA). Such Committee shall meet at least quarterly each year. The training plan may include, but not be limited to, programs in basic skill development, safety training, physical skills (i.e., tree climbing, digging), technical, equipment operations (i.e., pay loader and street sweepers, water equipment, HVAC, janitorial) and supervisory training. Training programs will include internal and external programs, individual and group training. Training programs may be offered on a quarterly basis and will be advertised to the entire bargaining unit.

All training will be offered at the discretion of the City and subject to available funding. Training must be approved by the Department Director or his designee. Employees may be offered to attend training on their own time, at their own cost and at no pay on a voluntary basis. There can be no service reduction or overtime costs created if an employee attends a training session on City time unless otherwise determined to be in the best interests of the City by the Department Director.
Section 13.11. Drug and Alcohol Testing. The City's drug and alcohol testing policy as exists on the effective date of this Agreement shall be continued in effect for the employees covered by this Agreement. Any City drug and alcohol testing policy will be in accordance with relevant federal drug and alcohol testing guidelines issued by the U.S. Department of Health and Human Services and the U.S. Department of Transportation.

Section 13.12. Request for Classification Study. The Union may request a survey, audit or such other investigation as may be deemed necessary to determine the proper allocation of a bargaining unit position to a class. Upon request of a survey, audit, or such other investigation, the City will provide a written status update every 6 months to include where the study is at and an estimated date of completion. Upon completion of the study, the City will provide the Union with a report or the results within six (6) months. Nothing shall preclude the presentation of relevant information by the Union. The results are subject to negotiation between the Union and the City.

Section 13.13. Mileage Reimbursement. For any employee required to use his personal vehicle to conduct City business, the City will reimburse the employee at the current Internal Revenue Service Code level of mileage reimbursement.

Section 13.14. Shift Changes. Whenever the City makes permanent changes in full-time employees’ shift assignments, the Union shall be given at least 30 days’ notice (one week for minor changes, and one week for permanent shift assignment changes for permanent part-time employees) before the effective date in order that the Union can discuss said rules or changes with the City before they become effective, if the Union so requests. A copy of the new shift assignments will be posted or given to the affected employees before said changes take effect.
**Article XIV - Termination and Legality Clauses**

**Section 14.1. Savings.** If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to negotiate immediately concerning a substitute for any provision or portion thereof which is held unlawful or unenforceable.

**Section 14.2. Term.** This Agreement shall be in effect from January 1, 2019 to December 31, 2022, and year to year thereafter. Not earlier than September 1, 2022 and not later than October 1, 2022, either the City or the Union may give written notice to the other party by registered or certified mail to modify this Agreement for the subsequent term.

Executed this _____ day of ________________, 2019, after receiving ratification by the Union membership and approval by the City Council.

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO**

FOR AND ON BEHALF OF EVANSTON CITY EMPLOYEES UNION

For the City of Evanston:

_______________________________________
Wally Bobkiewicz, City Manager Date

_______________________________________
Erika Storlie, Assistant City Manager Date

For the Union:

_______________________________________
Daniel Kwiecinski, President Local 1891 Date

_______________________________________
Eugene Boatright, Staff Representative, AFSCME Council 31 Date
Appendix A - Positions and Job Families

Local 1891 included: All regular part-time and full-time employees regularly scheduled to work ten hours or more in a week in the following classifications unless otherwise excluded:


54
Specialist, Parking Operations Clerk, Payroll/Pension Coordinator, Payroll/Pension Specialist, Permit Coordinator, Plan Reviewer, Planner, Plumbing Inspector, Plumbing/Mechanical Inspector, Police Planner, Pre-school Instructor, Program Assistant, Program Coordinator, Property Maintenance Inspector I, Property Officer, Public Health Nurse, Public Information Assistant (part-time), Readers’ Advisor, Records Input Operator, Recreation Aide, Review Officer, Safety Specialist, Secretary I, Secretary II, Security Monitor, Senior Planner, Senior Specialist, Service Center Coordinator, Shelver, Sign Inspector/Graffiti Technician, STD Nurse Associate, Streets/Sanitation Administrative Assistant, Structural Inspector, Structural Inspector/Plan Reviewer, Switchboard Operator, Traffic Engineering Technician, Victim Services Advocate, Vision/Hearing Technician, Water Billing Clerk, Weekend/Evening Coordinator, Youth Advocate, Youth/Young Adult Outreach Worker, Zoning Administrator, Zoning Officer, Zoning Planner.

Excluded: All other employees, including but not limited to: (i) all employees in the City Clerk’s Office, the Law Department; (ii) all supervisors, managerial employees, seasonal employees, confidential employees, and short-term employees; (iii) the following classifications of employees are excluded under the Act:

Accounting Manager; ADA/CIP Project Manager; Administrative Adjudication Manager; Administrative Assistant, Finance; Administrative Assistant, Management and Budget; Administrative Assistant, Police Department; Administrative Law Judge; Administrative Secretary; Administrative Specialist; Administrative Services Manager; Aldermanic/Mayoral Secretary; Arborist; Assistant City Manager; Assistant Corporation Counsel; Assistant to the City Manager; Assistant Communications Coordinator; Assistant Director, Community Development; Assistant Director, Facilities Management; Assistant Director, Finance; Assistant Director, Human Resources; Assistant Director, Mental Health; Assistant Superintendent, Water/Sewer; Assistant UNIX Administrator; Auto Shop Supervisor; Business Manager; Center Manager; Circulation Supervisor; City Clerk; City Manager; Clinic Physician; Communications Coordinator; Community Information Coordinator; Community Intervention Coordinator; Construction Manager; Coordinating Structural Inspector; Crossing Guard; Database Administrator; Dentist; Deputy City Clerk; Deputy Public Works Director; Director, Arts Council; Director, Community Development; Director, Ecology Center; Director, Facilities Management; Director, Finance; Director, Health & Human Services; Director, Human Relations; Director, Human Resources; Director, Information Systems; Director, Library; Director, Management & Budget; Director, Parks/Forestry & Recreation; Director, Police Records Bureau; Director, Police Social Services Bureau; Director, Public Works; Director, Purchasing and Contracts; Division Chief, Health; Division Chief, Water/Sewer;
Division Chief, Fire; Environmental Educator; Environmental Health Supervisor; Executive Assistant; Executive Secretary to a Department Head; Facilities Management Supervisor; Fire Chief; First Assistant Corporation Counsel; GIS Analyst; GIS Manager; Human Resources Specialist; Instructor; Investment Analyst; IS Trainer; Laboratory Supervisor; Lakefront Sports Coordinator; Landscape Architect; Librarian II; Librarian III; Long-Term Care Ombudsman; Management Analyst; Medical Supervisor; Network Administrator; Office Coordinator; Operations Coordinator, Management & Budget; Operations Manager; Parking Enforcement Coordinator; Parking Enforcement Supervisor; Parking Systems Manager; Parking Systems Supervisor; Payroll Manager; Periodicals Supervisor; Police Chief; Police Commander; Police Lieutenant; Police Systems Administrator; Pre-school Coordinator; Program Manager; Program Supervisor; Programmer Analyst; Property Maintenance Inspector II; Public Health Nurse Supervisor; Public Information Specialist; Public Works Supervisor; Recreation Maintenance Supervisor; Revenue Manager; Senior Accountant; Senior Engineer; Senior Program Coordinator; Senior Traffic Engineer; Staff Attorney; Superintendent, Administrative Services; Superintendent, Parks/Forestry; Superintendent, Recreation; Superintendent, Streets/Sanitation; Superintendent, Water/Sewer; Technical Support Specialist; Technical Support Specialist II; Technical Services Manager; Telecommunications Coordinator; TIF Accounting Analyst; Water Maintenance Supervisor; Web Developer.
<table>
<thead>
<tr>
<th>Division</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forestry</td>
<td>General Tradesman</td>
</tr>
<tr>
<td>Forestry</td>
<td>Crew Leader</td>
</tr>
<tr>
<td>Forestry</td>
<td>Parks/Forestry Worker III</td>
</tr>
<tr>
<td>Forestry</td>
<td>Equipment Operator</td>
</tr>
<tr>
<td>Forestry</td>
<td>Parks/Forestry Worker II</td>
</tr>
<tr>
<td>Forestry</td>
<td>Crew Leader</td>
</tr>
<tr>
<td>Forestry</td>
<td>Parks/Forestry Worker III</td>
</tr>
<tr>
<td>Forestry</td>
<td>Parks/Forestry Worker II</td>
</tr>
<tr>
<td>Forestry</td>
<td>Crew Leader</td>
</tr>
<tr>
<td>Forestry</td>
<td>Parks/Forestry Worker II</td>
</tr>
<tr>
<td>Recreation</td>
<td>Building Supervisor</td>
</tr>
<tr>
<td>Recreation</td>
<td>Custodian II</td>
</tr>
<tr>
<td>Recreation</td>
<td>Custodian I</td>
</tr>
<tr>
<td>Recreation</td>
<td>Part-time Custodian</td>
</tr>
<tr>
<td>Recreation</td>
<td>Data Control Clerk</td>
</tr>
<tr>
<td>Recreation</td>
<td>Clerk II</td>
</tr>
<tr>
<td>Recreation</td>
<td>Clerk I</td>
</tr>
<tr>
<td>Recreation</td>
<td>Part-time Office Assistant</td>
</tr>
<tr>
<td>Recreation</td>
<td>Preschool Instructor</td>
</tr>
<tr>
<td>Recreation</td>
<td>After School Supervisor</td>
</tr>
<tr>
<td>Recreation</td>
<td>Program Assistant</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Facilities Maintenance Worker III</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Facilities Maintenance Worker II</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Facilities Maintenance Worker/Custodian I</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Custodian I</td>
</tr>
<tr>
<td>Facilities Management</td>
<td>Part-time Custodian</td>
</tr>
<tr>
<td>Fleet</td>
<td>Lead Mechanic</td>
</tr>
<tr>
<td>Fleet</td>
<td>Equipment Mechanic III</td>
</tr>
<tr>
<td>Fleet</td>
<td>Equipment Mechanic II</td>
</tr>
<tr>
<td>Fleet</td>
<td>Equipment Mechanic I</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Fleet</td>
<td>Vehicle Repair Worker</td>
</tr>
<tr>
<td>Fleet</td>
<td>Auto Service Worker</td>
</tr>
<tr>
<td>Streets</td>
<td>Operations Coordinator</td>
</tr>
<tr>
<td>Streets</td>
<td>Equipment Operator III</td>
</tr>
<tr>
<td>Streets</td>
<td>Equipment Operator II</td>
</tr>
<tr>
<td>Streets</td>
<td>Public Works Maintenance Worker III</td>
</tr>
<tr>
<td>Streets</td>
<td>Public Works Maintenance Worker II</td>
</tr>
<tr>
<td>Streets</td>
<td>Equipment Operator I</td>
</tr>
<tr>
<td>Streets</td>
<td>Public Works Maintenance Worker I</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>Water &amp; Sewer - Plant</td>
<td>Water &amp; Sewer Mechanic (Filter or Pumping)</td>
</tr>
<tr>
<td>Water &amp; Sewer - Plant</td>
<td>Water Worker II (Filter or Pumping)</td>
</tr>
<tr>
<td>Water &amp; Sewer - Plant</td>
<td>Water Worker I (Filter)</td>
</tr>
<tr>
<td>Water &amp; Sewer - Plant</td>
<td>Custodian</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>Water &amp; Sewer - Field</td>
<td>Crew Leader (Distribution or Sewer)</td>
</tr>
<tr>
<td>Water &amp; Sewer - Field</td>
<td>Water Worker III</td>
</tr>
<tr>
<td>Water &amp; Sewer - Field</td>
<td>Water Worker II (Distribution or Sewer)</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>Engineering</td>
<td>Civil Engineer III</td>
</tr>
<tr>
<td>Engineering</td>
<td>Civil Engineer II</td>
</tr>
<tr>
<td>Engineering</td>
<td>Civil Engineer I</td>
</tr>
<tr>
<td>Engineering</td>
<td>Engineering Associate II</td>
</tr>
<tr>
<td>Engineering</td>
<td>Engineering Associate I</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>Early Learning</td>
<td>Librarian I</td>
</tr>
<tr>
<td>Early Learning</td>
<td>Library Assistant</td>
</tr>
<tr>
<td>Early Learning</td>
<td>Library Aide I</td>
</tr>
<tr>
<td>Early Learning</td>
<td>Shelver</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>Lifelong Learning</td>
<td>Librarian I</td>
</tr>
<tr>
<td>Lifelong Learning</td>
<td>Reader's Advisor</td>
</tr>
<tr>
<td>Lifelong Learning</td>
<td>Library Clerk</td>
</tr>
<tr>
<td>Lifelong Learning</td>
<td>Library Aide</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>Circulation</td>
<td>Clerk III</td>
</tr>
<tr>
<td>Circulation</td>
<td>Library Aide II</td>
</tr>
<tr>
<td>Circulation</td>
<td>Library Clerk</td>
</tr>
<tr>
<td>Circulation</td>
<td>Library Technical Aide</td>
</tr>
<tr>
<td>Circulation</td>
<td>Shelver</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>North and South Branches</td>
<td>Branch Assistant</td>
</tr>
<tr>
<td>North and South Branches</td>
<td>Library Aide 1</td>
</tr>
<tr>
<td>Division</td>
<td>Job Title</td>
</tr>
<tr>
<td>Technical Services</td>
<td>Librarian I</td>
</tr>
<tr>
<td>Technical Services</td>
<td>Library Assistant</td>
</tr>
</tbody>
</table>
# Appendix B - Salary Schedule

## Full-time Positions - Pay Grades

<table>
<thead>
<tr>
<th>Title</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable Clerk</td>
<td>A23</td>
</tr>
<tr>
<td>Accounts Payable Coordinator</td>
<td>A27</td>
</tr>
<tr>
<td>Administrative Adjudication Aide</td>
<td>A25</td>
</tr>
<tr>
<td>Animal Control Warden</td>
<td>PW24</td>
</tr>
<tr>
<td>Assistant Permit Coordinator</td>
<td>A24</td>
</tr>
<tr>
<td>Assistant Recreation Program Coordinator</td>
<td>A27A</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>A25</td>
</tr>
<tr>
<td>Building Supervisor</td>
<td>PW25</td>
</tr>
<tr>
<td>CDBG Grants Administrator</td>
<td>A32</td>
</tr>
<tr>
<td>Chemist</td>
<td>A34</td>
</tr>
<tr>
<td>Civil Engineer I</td>
<td>A32</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>A34</td>
</tr>
<tr>
<td>Civil Engineer III</td>
<td>A37</td>
</tr>
<tr>
<td>Clerk I</td>
<td>A17</td>
</tr>
<tr>
<td>Clerk II</td>
<td>A19</td>
</tr>
<tr>
<td>Clerk III</td>
<td>A21</td>
</tr>
<tr>
<td>Clerk Typist I</td>
<td>A18</td>
</tr>
<tr>
<td>Clerk Typist II</td>
<td>A20</td>
</tr>
<tr>
<td>Clerk Typist III</td>
<td>A22</td>
</tr>
<tr>
<td>Collections Coordinator</td>
<td>A27</td>
</tr>
<tr>
<td>Communicable Disease Surv. Spec.</td>
<td>A29A</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>A32</td>
</tr>
<tr>
<td>Construction Rehabilitation Specialist</td>
<td>A31</td>
</tr>
<tr>
<td>Court Liaison</td>
<td>A30</td>
</tr>
<tr>
<td>Crime Prevention Specialist</td>
<td>A29</td>
</tr>
<tr>
<td>Custodian I</td>
<td>PW20</td>
</tr>
<tr>
<td>Custodian II</td>
<td>PW23</td>
</tr>
<tr>
<td>Customer Service Coordinator</td>
<td>A26</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>A24</td>
</tr>
<tr>
<td>Data Control Clerk</td>
<td>A22</td>
</tr>
<tr>
<td>Dental Assistant</td>
<td>A17</td>
</tr>
<tr>
<td>Economic Development Coordinator</td>
<td>A34</td>
</tr>
<tr>
<td>Economic Development Program Specialist</td>
<td>A30</td>
</tr>
<tr>
<td>Economic Development Specialist</td>
<td>A28</td>
</tr>
<tr>
<td>Electrical Inspector I</td>
<td>A29</td>
</tr>
<tr>
<td>Position</td>
<td>Code</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Electrical Inspector II</td>
<td>A31</td>
</tr>
<tr>
<td>Engineering Associate I</td>
<td>A23</td>
</tr>
<tr>
<td>Engineering Associate II</td>
<td>A25</td>
</tr>
<tr>
<td>Environmental Health Practitioner</td>
<td>A29A</td>
</tr>
<tr>
<td>Equipment Mechanic II</td>
<td>PW28</td>
</tr>
<tr>
<td>Equipment Mechanic III</td>
<td>PW30</td>
</tr>
<tr>
<td>Equipment Operator I</td>
<td>PW24</td>
</tr>
<tr>
<td>Equipment Operator II</td>
<td>PW26</td>
</tr>
<tr>
<td>Equipment Operator III</td>
<td>PW28</td>
</tr>
<tr>
<td>Equipment Parts Technician</td>
<td>PW30</td>
</tr>
<tr>
<td>Executive Secretary (non-Department Head)</td>
<td>A25</td>
</tr>
<tr>
<td>Facilities Maintenance Worker I</td>
<td>PW20</td>
</tr>
<tr>
<td>Facilities Maintenance Worker II</td>
<td>PW23</td>
</tr>
<tr>
<td>Facilities Maintenance Worker III</td>
<td>PW34</td>
</tr>
<tr>
<td>Finance Operations Coordinator</td>
<td>A27</td>
</tr>
<tr>
<td>Fleet Operations Coordinator</td>
<td>A30</td>
</tr>
<tr>
<td>General Tradesman</td>
<td>PW32</td>
</tr>
<tr>
<td>Health Program Coordinator</td>
<td>A30</td>
</tr>
<tr>
<td>HHS Administrative Aide</td>
<td>A23</td>
</tr>
<tr>
<td>Housing Planner</td>
<td>A32</td>
</tr>
<tr>
<td>Housing Policy &amp; Planning Analyst</td>
<td>A31</td>
</tr>
<tr>
<td>HR Assistant</td>
<td>A29</td>
</tr>
<tr>
<td>HR Assistant/Benefits Coordinator</td>
<td>A31</td>
</tr>
<tr>
<td>Human Relations Specialist</td>
<td>A30</td>
</tr>
<tr>
<td>Information Systems Clerk</td>
<td>A22</td>
</tr>
<tr>
<td>Lead Electrician</td>
<td>PW34</td>
</tr>
<tr>
<td>Lead Mechanic</td>
<td>PW33</td>
</tr>
<tr>
<td>Librarian I</td>
<td>A28</td>
</tr>
<tr>
<td>Library Aide II</td>
<td>A16</td>
</tr>
<tr>
<td>Library Assistant</td>
<td>A20</td>
</tr>
<tr>
<td>License &amp; Measures Inspector</td>
<td>A26</td>
</tr>
<tr>
<td>Licensing Coordinator (Health, Permits)</td>
<td>A26</td>
</tr>
<tr>
<td>M/W/EBE Coordinator</td>
<td>A34</td>
</tr>
<tr>
<td>Mailroom Attendant</td>
<td>A19</td>
</tr>
<tr>
<td>Master Tradesman</td>
<td>PW36</td>
</tr>
<tr>
<td>Meter Service Coordinator</td>
<td>A28</td>
</tr>
<tr>
<td>Microbiologist</td>
<td>A27A</td>
</tr>
<tr>
<td>Neighborhood Planner</td>
<td>A34</td>
</tr>
<tr>
<td>Noyes Center Coordinator</td>
<td>A25</td>
</tr>
<tr>
<td>Nurse's Assistant</td>
<td>A17</td>
</tr>
<tr>
<td>Outreach Specialist</td>
<td>A27</td>
</tr>
<tr>
<td>Parking Enforcement Officer</td>
<td>PW23</td>
</tr>
<tr>
<td>Parking Maintenance Worker</td>
<td>PW26</td>
</tr>
<tr>
<td>Parking Operations Clerk</td>
<td>A24</td>
</tr>
<tr>
<td>Position</td>
<td>Code</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Parks/Forestry Crew Leader</td>
<td>PW30</td>
</tr>
<tr>
<td>Parks/Forestry Worker II</td>
<td>PW23</td>
</tr>
<tr>
<td>Parks/Forestry Worker III</td>
<td>PW26</td>
</tr>
<tr>
<td>Payroll Coordinator</td>
<td>A32</td>
</tr>
<tr>
<td>Payroll/Pension Specialist</td>
<td>A35</td>
</tr>
<tr>
<td>Payroll/Pension Coordinator</td>
<td>A33</td>
</tr>
<tr>
<td>Permit Coordinator</td>
<td>A30</td>
</tr>
<tr>
<td>Plan Reviewer</td>
<td>A34</td>
</tr>
<tr>
<td>Planner</td>
<td>A30</td>
</tr>
<tr>
<td>Plumbing Inspector</td>
<td>A29</td>
</tr>
<tr>
<td>Plumbing/Mechanical Inspector</td>
<td>A29</td>
</tr>
<tr>
<td>Police Planner</td>
<td>A30</td>
</tr>
<tr>
<td>Pre-School Instructor</td>
<td>A16</td>
</tr>
<tr>
<td>Property Maintenance Inspector I</td>
<td>A29</td>
</tr>
<tr>
<td>Property Officer</td>
<td>A28</td>
</tr>
<tr>
<td>Public Health Nurse</td>
<td>A29A</td>
</tr>
<tr>
<td>Public Works Crew Leader</td>
<td>PW30</td>
</tr>
<tr>
<td>Public Works Maintenance Worker I</td>
<td>PW22</td>
</tr>
<tr>
<td>Public Works Maintenance Worker II</td>
<td>PW24</td>
</tr>
<tr>
<td>Public Works Maintenance Worker III</td>
<td>PW26</td>
</tr>
<tr>
<td>Public Works Operations Coordinator</td>
<td>PW34</td>
</tr>
<tr>
<td>Records Input Operator</td>
<td>A21</td>
</tr>
<tr>
<td>Recreation Aide</td>
<td>A21</td>
</tr>
<tr>
<td>Review Officer</td>
<td>A29</td>
</tr>
<tr>
<td>Review Officer/Records Specialist</td>
<td>A29A</td>
</tr>
<tr>
<td>Safety Specialist</td>
<td>A33</td>
</tr>
<tr>
<td>Secretary I</td>
<td>A22</td>
</tr>
<tr>
<td>Secretary II</td>
<td>A23</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>A34</td>
</tr>
<tr>
<td>Service Center Coordinator</td>
<td>A25</td>
</tr>
<tr>
<td>Sign Inspector/Graffiti Technician</td>
<td>A25</td>
</tr>
<tr>
<td>STD Nurse Associate</td>
<td>A31A</td>
</tr>
<tr>
<td>Streets/Sanitation Administrative Assistant</td>
<td>A30</td>
</tr>
<tr>
<td>Structural Inspector</td>
<td>A29</td>
</tr>
<tr>
<td>Structural Inspector/Plan Reviewer</td>
<td>A30</td>
</tr>
<tr>
<td>Switchboard Operator</td>
<td>A19</td>
</tr>
<tr>
<td>Traffic Electrician</td>
<td>PW30</td>
</tr>
<tr>
<td>Traffic Engineering Technician</td>
<td>A28</td>
</tr>
<tr>
<td>Traffic Repair Worker</td>
<td>PW26</td>
</tr>
<tr>
<td>Vehicle Repair Worker</td>
<td>PW30</td>
</tr>
<tr>
<td>Victim Services Advocate</td>
<td>A30</td>
</tr>
<tr>
<td>Vision/Hearing Technician</td>
<td>A22</td>
</tr>
<tr>
<td>Water Billing Clerk</td>
<td>A24</td>
</tr>
<tr>
<td>Water Plant Operator</td>
<td>PW32</td>
</tr>
<tr>
<td>Position</td>
<td>Code</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Water Service Worker</td>
<td>PW26</td>
</tr>
<tr>
<td>Water Worker I</td>
<td>PW24</td>
</tr>
<tr>
<td>Water Worker II</td>
<td>PW26</td>
</tr>
<tr>
<td>Water Worker III</td>
<td>PW28</td>
</tr>
<tr>
<td>Water/Sewer Crew Leader</td>
<td>PW30</td>
</tr>
<tr>
<td>Water/Sewer Mechanic</td>
<td>PW36</td>
</tr>
<tr>
<td>Weekend/Evening Coordinator</td>
<td>A25</td>
</tr>
<tr>
<td>Youth Advocate</td>
<td>A27</td>
</tr>
<tr>
<td>Youth/Young Adult Outreach Worker</td>
<td>A26</td>
</tr>
<tr>
<td>Zoning Administrator</td>
<td>A36</td>
</tr>
<tr>
<td>Zoning Officer</td>
<td>A32</td>
</tr>
<tr>
<td>Zoning Planner</td>
<td>A34</td>
</tr>
</tbody>
</table>
## Appendix B - Salary Schedule

### Part-time Positions - Pay Grades

<table>
<thead>
<tr>
<th>Title</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIDS/HIV Counselor</td>
<td>A27</td>
</tr>
<tr>
<td>Branch Assistant</td>
<td>A20</td>
</tr>
<tr>
<td>Clerk I</td>
<td>A17</td>
</tr>
<tr>
<td>Clerk II</td>
<td>A19</td>
</tr>
<tr>
<td>Clerk III</td>
<td>A21</td>
</tr>
<tr>
<td>Clerk Typist I</td>
<td>A18</td>
</tr>
<tr>
<td>Clerk Typist II</td>
<td>A20</td>
</tr>
<tr>
<td>Crime Analyst</td>
<td>A15</td>
</tr>
<tr>
<td>Dental Health Educator</td>
<td>A30</td>
</tr>
<tr>
<td>Facilities Supervisor</td>
<td>A16</td>
</tr>
<tr>
<td>Garden Coordinator</td>
<td>A16</td>
</tr>
<tr>
<td>Hockey Director of Operations</td>
<td>A21</td>
</tr>
<tr>
<td>Inclusion Specialist</td>
<td>A30</td>
</tr>
<tr>
<td>Librarian I</td>
<td>A28</td>
</tr>
<tr>
<td>Library Aide I</td>
<td>A5</td>
</tr>
<tr>
<td>Library Aide II</td>
<td>A16</td>
</tr>
<tr>
<td>Library Assistant</td>
<td>A20</td>
</tr>
<tr>
<td>Library Clerk</td>
<td>A11</td>
</tr>
<tr>
<td>Library Technical Aide</td>
<td>A11</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>A3</td>
</tr>
<tr>
<td>Part-time Administrative Aide M&amp;B</td>
<td>A15</td>
</tr>
<tr>
<td>Part-time After School Supervisor</td>
<td>A16</td>
</tr>
<tr>
<td>Part-time Bus Driver</td>
<td>A18</td>
</tr>
<tr>
<td>Part-time Custodian</td>
<td>A12</td>
</tr>
<tr>
<td>Part-time Park Ranger</td>
<td>A20</td>
</tr>
<tr>
<td>Part-time Public Information Assistant</td>
<td>A27</td>
</tr>
<tr>
<td>Part-time Recycling Attendant</td>
<td>A11</td>
</tr>
<tr>
<td>Pre-school Instructor</td>
<td>A16</td>
</tr>
<tr>
<td>Program Assistant</td>
<td>A4</td>
</tr>
<tr>
<td>Public Health Nurse</td>
<td>A29A</td>
</tr>
<tr>
<td>Readers’ Advisor</td>
<td>A18</td>
</tr>
<tr>
<td>Recreation Aide</td>
<td>A21</td>
</tr>
<tr>
<td>Security Monitor</td>
<td>A16</td>
</tr>
<tr>
<td>Senior Specialist</td>
<td>A24</td>
</tr>
<tr>
<td>Shelver</td>
<td>A5</td>
</tr>
</tbody>
</table>
Position Salaries by Pay Grade
Effective December 24, 2018 (0% COLA)

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>A1</th>
<th>A2</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>A26</td>
<td>27.062</td>
<td>27.626</td>
<td>28.190</td>
<td>29.228</td>
<td>30.489</td>
<td>31.749</td>
<td>33.037</td>
<td>34.422</td>
</tr>
<tr>
<td>A27</td>
<td>28.058</td>
<td>28.643</td>
<td>29.228</td>
<td>30.489</td>
<td>31.749</td>
<td>33.037</td>
<td>34.422</td>
<td>35.959</td>
</tr>
<tr>
<td>A27A</td>
<td>28.405</td>
<td>28.997</td>
<td>29.590</td>
<td>30.751</td>
<td>32.076</td>
<td>33.311</td>
<td>34.723</td>
<td>36.358</td>
</tr>
<tr>
<td>A28</td>
<td>29.269</td>
<td>29.878</td>
<td>30.489</td>
<td>31.749</td>
<td>33.037</td>
<td>34.422</td>
<td>35.959</td>
<td>37.482</td>
</tr>
<tr>
<td>A29</td>
<td>30.480</td>
<td>31.115</td>
<td>31.749</td>
<td>33.037</td>
<td>34.422</td>
<td>35.959</td>
<td>37.482</td>
<td>39.182</td>
</tr>
<tr>
<td>A29A</td>
<td>30.792</td>
<td>31.434</td>
<td>32.076</td>
<td>33.311</td>
<td>34.723</td>
<td>36.358</td>
<td>37.858</td>
<td>39.868</td>
</tr>
<tr>
<td>A30</td>
<td>31.716</td>
<td>32.375</td>
<td>33.037</td>
<td>34.422</td>
<td>35.959</td>
<td>37.482</td>
<td>39.182</td>
<td>40.718</td>
</tr>
<tr>
<td>A31</td>
<td>33.046</td>
<td>33.734</td>
<td>34.422</td>
<td>35.959</td>
<td>37.482</td>
<td>39.182</td>
<td>40.718</td>
<td>42.467</td>
</tr>
<tr>
<td>A31A</td>
<td>33.334</td>
<td>34.028</td>
<td>34.723</td>
<td>36.358</td>
<td>37.858</td>
<td>39.868</td>
<td>41.117</td>
<td>42.803</td>
</tr>
<tr>
<td>A32</td>
<td>34.522</td>
<td>35.240</td>
<td>35.959</td>
<td>37.482</td>
<td>39.182</td>
<td>40.718</td>
<td>42.467</td>
<td>44.227</td>
</tr>
<tr>
<td>A33</td>
<td>35.984</td>
<td>36.734</td>
<td>37.482</td>
<td>39.182</td>
<td>40.718</td>
<td>42.467</td>
<td>44.227</td>
<td>45.902</td>
</tr>
<tr>
<td>A34</td>
<td>37.614</td>
<td>38.398</td>
<td>39.182</td>
<td>40.718</td>
<td>42.466</td>
<td>44.227</td>
<td>45.902</td>
<td>47.837</td>
</tr>
<tr>
<td>A35</td>
<td>39.089</td>
<td>39.904</td>
<td>40.718</td>
<td>42.467</td>
<td>44.227</td>
<td>45.902</td>
<td>47.838</td>
<td>49.661</td>
</tr>
<tr>
<td>A36</td>
<td>40.768</td>
<td>41.617</td>
<td>42.467</td>
<td>44.227</td>
<td>45.902</td>
<td>47.838</td>
<td>49.661</td>
<td>51.660</td>
</tr>
<tr>
<td>A37</td>
<td>42.459</td>
<td>43.343</td>
<td>44.227</td>
<td>45.902</td>
<td>47.838</td>
<td>49.661</td>
<td>51.660</td>
<td>53.696</td>
</tr>
</tbody>
</table>
### 2019 - 2022 Agreement - City of Evanston and AFSCME Council 31

#### Position Salaries by Pay Grade
**Effective December 24, 2018 (0% COLA)**

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>A1</th>
<th>A2</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW23</td>
<td>27.135</td>
<td>27.701</td>
<td>28.266</td>
<td>28.689</td>
<td>29.126</td>
<td>29.627</td>
<td>30.064</td>
<td>30.901</td>
<td>31.701</td>
</tr>
<tr>
<td>PW28</td>
<td>29.365</td>
<td>29.977</td>
<td>30.589</td>
<td>31.077</td>
<td>31.675</td>
<td>32.275</td>
<td>32.913</td>
<td>33.837</td>
<td>34.698</td>
</tr>
<tr>
<td>PW29</td>
<td>29.948</td>
<td>30.574</td>
<td>31.197</td>
<td>31.798</td>
<td>32.402</td>
<td>33.040</td>
<td>33.679</td>
<td>34.569</td>
<td>35.460</td>
</tr>
<tr>
<td>PW30</td>
<td>30.408</td>
<td>31.042</td>
<td>31.675</td>
<td>32.275</td>
<td>32.913</td>
<td>33.548</td>
<td>34.247</td>
<td>35.097</td>
<td>35.960</td>
</tr>
<tr>
<td>PW31</td>
<td>30.984</td>
<td>31.629</td>
<td>32.275</td>
<td>32.913</td>
<td>33.548</td>
<td>34.247</td>
<td>35.097</td>
<td>35.960</td>
<td>36.847</td>
</tr>
<tr>
<td>PW32</td>
<td>31.595</td>
<td>32.254</td>
<td>32.913</td>
<td>33.548</td>
<td>34.247</td>
<td>35.097</td>
<td>36.147</td>
<td>37.358</td>
<td>38.295</td>
</tr>
<tr>
<td>PW33</td>
<td>32.207</td>
<td>32.878</td>
<td>33.548</td>
<td>34.247</td>
<td>35.097</td>
<td>36.147</td>
<td>37.358</td>
<td>38.295</td>
<td>39.258</td>
</tr>
<tr>
<td>PW34</td>
<td>32.878</td>
<td>33.563</td>
<td>34.247</td>
<td>35.097</td>
<td>36.147</td>
<td>37.358</td>
<td>38.295</td>
<td>39.258</td>
<td>40.243</td>
</tr>
<tr>
<td>PW35</td>
<td>33.694</td>
<td>34.397</td>
<td>35.097</td>
<td>36.147</td>
<td>37.358</td>
<td>38.295</td>
<td>39.258</td>
<td>40.243</td>
<td>41.242</td>
</tr>
<tr>
<td>PW36</td>
<td>34.397</td>
<td>35.097</td>
<td>36.146</td>
<td>37.358</td>
<td>38.294</td>
<td>39.256</td>
<td>40.243</td>
<td>41.242</td>
<td>42.273</td>
</tr>
</tbody>
</table>
### Position Salaries by Pay Grade
**Effective December 23, 2019 (1.5% COLA)**

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>A1</th>
<th>A2</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>A26</td>
<td>27.468</td>
<td>28.041</td>
<td>28.613</td>
<td>29.666</td>
<td>30.946</td>
<td>32.226</td>
<td>33.532</td>
<td>34.938</td>
</tr>
<tr>
<td>A27</td>
<td>28.479</td>
<td>29.072</td>
<td>29.666</td>
<td>30.946</td>
<td>32.226</td>
<td>33.532</td>
<td>34.938</td>
<td>36.499</td>
</tr>
<tr>
<td>A27A</td>
<td>28.832</td>
<td>29.432</td>
<td>30.034</td>
<td>31.212</td>
<td>32.557</td>
<td>33.810</td>
<td>35.244</td>
<td>36.904</td>
</tr>
<tr>
<td>A28</td>
<td>29.708</td>
<td>30.327</td>
<td>30.946</td>
<td>32.226</td>
<td>33.532</td>
<td>34.938</td>
<td>36.499</td>
<td>38.045</td>
</tr>
<tr>
<td>A29</td>
<td>30.937</td>
<td>31.581</td>
<td>32.226</td>
<td>33.532</td>
<td>34.938</td>
<td>36.499</td>
<td>38.045</td>
<td>39.769</td>
</tr>
<tr>
<td>A29A</td>
<td>31.254</td>
<td>31.906</td>
<td>32.557</td>
<td>33.810</td>
<td>35.244</td>
<td>36.904</td>
<td>38.425</td>
<td>40.466</td>
</tr>
<tr>
<td>A30</td>
<td>32.192</td>
<td>32.861</td>
<td>33.532</td>
<td>34.938</td>
<td>36.499</td>
<td>38.045</td>
<td>39.769</td>
<td>41.329</td>
</tr>
<tr>
<td>A31</td>
<td>33.541</td>
<td>34.240</td>
<td>34.938</td>
<td>36.499</td>
<td>38.045</td>
<td>39.769</td>
<td>41.329</td>
<td>43.103</td>
</tr>
<tr>
<td>A31A</td>
<td>33.834</td>
<td>34.539</td>
<td>35.244</td>
<td>36.904</td>
<td>38.425</td>
<td>40.466</td>
<td>41.734</td>
<td>43.446</td>
</tr>
<tr>
<td>A32</td>
<td>35.039</td>
<td>35.770</td>
<td>36.499</td>
<td>38.045</td>
<td>39.769</td>
<td>41.329</td>
<td>43.103</td>
<td>44.891</td>
</tr>
<tr>
<td>A33</td>
<td>36.524</td>
<td>37.284</td>
<td>38.045</td>
<td>39.769</td>
<td>41.329</td>
<td>43.103</td>
<td>44.891</td>
<td>46.590</td>
</tr>
<tr>
<td>A34</td>
<td>38.179</td>
<td>38.973</td>
<td>39.769</td>
<td>41.329</td>
<td>43.103</td>
<td>44.891</td>
<td>46.590</td>
<td>48.555</td>
</tr>
<tr>
<td>A35</td>
<td>39.676</td>
<td>40.503</td>
<td>41.329</td>
<td>43.103</td>
<td>44.891</td>
<td>46.590</td>
<td>48.555</td>
<td>50.406</td>
</tr>
<tr>
<td>A36</td>
<td>41.379</td>
<td>42.242</td>
<td>43.103</td>
<td>44.891</td>
<td>46.590</td>
<td>48.555</td>
<td>50.406</td>
<td>52.434</td>
</tr>
<tr>
<td>A37</td>
<td>43.095</td>
<td>43.993</td>
<td>44.891</td>
<td>46.590</td>
<td>48.555</td>
<td>50.406</td>
<td>52.434</td>
<td>54.502</td>
</tr>
</tbody>
</table>
Position Salaries by Pay Grade
Effective December 23, 2019 (1.5% COLA)

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>A1</th>
<th>A2</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW24</td>
<td>27.955</td>
<td>28.536</td>
<td>29.119</td>
<td>29.563</td>
<td>30.058</td>
<td>30.528</td>
<td>31.048</td>
<td>31.909</td>
<td>32.708</td>
</tr>
<tr>
<td>PW26</td>
<td>28.856</td>
<td>29.457</td>
<td>30.058</td>
<td>30.528</td>
<td>31.048</td>
<td>31.543</td>
<td>32.150</td>
<td>33.025</td>
<td>33.862</td>
</tr>
<tr>
<td>PW27</td>
<td>29.307</td>
<td>29.918</td>
<td>30.528</td>
<td>31.048</td>
<td>31.543</td>
<td>32.150</td>
<td>32.759</td>
<td>33.672</td>
<td>34.522</td>
</tr>
<tr>
<td>PW28</td>
<td>29.806</td>
<td>30.427</td>
<td>31.048</td>
<td>31.543</td>
<td>32.150</td>
<td>32.759</td>
<td>33.407</td>
<td>34.344</td>
<td>35.219</td>
</tr>
<tr>
<td>PW29</td>
<td>30.398</td>
<td>31.033</td>
<td>31.665</td>
<td>32.275</td>
<td>32.888</td>
<td>33.535</td>
<td>34.184</td>
<td>35.088</td>
<td>35.992</td>
</tr>
<tr>
<td>PW30</td>
<td>30.864</td>
<td>31.507</td>
<td>32.150</td>
<td>32.759</td>
<td>33.407</td>
<td>34.051</td>
<td>34.761</td>
<td>35.624</td>
<td>36.499</td>
</tr>
<tr>
<td>PW31</td>
<td>31.448</td>
<td>32.104</td>
<td>32.759</td>
<td>33.407</td>
<td>34.051</td>
<td>34.761</td>
<td>35.624</td>
<td>36.499</td>
<td>37.399</td>
</tr>
<tr>
<td>PW32</td>
<td>32.069</td>
<td>32.737</td>
<td>33.407</td>
<td>34.051</td>
<td>34.761</td>
<td>35.624</td>
<td>36.689</td>
<td>37.918</td>
<td>38.870</td>
</tr>
<tr>
<td>PW33</td>
<td>32.690</td>
<td>33.371</td>
<td>34.051</td>
<td>34.761</td>
<td>35.624</td>
<td>36.689</td>
<td>37.918</td>
<td>38.870</td>
<td>39.846</td>
</tr>
<tr>
<td>PW34</td>
<td>33.371</td>
<td>34.066</td>
<td>34.761</td>
<td>35.624</td>
<td>36.689</td>
<td>37.918</td>
<td>38.870</td>
<td>39.846</td>
<td>40.846</td>
</tr>
<tr>
<td>PW35</td>
<td>34.199</td>
<td>34.913</td>
<td>35.624</td>
<td>36.689</td>
<td>37.918</td>
<td>38.870</td>
<td>39.846</td>
<td>40.846</td>
<td>41.860</td>
</tr>
<tr>
<td>PW36</td>
<td>34.913</td>
<td>35.624</td>
<td>36.688</td>
<td>37.918</td>
<td>38.869</td>
<td>39.845</td>
<td>40.846</td>
<td>41.860</td>
<td>42.907</td>
</tr>
<tr>
<td>Pay Grade</td>
<td>A1</td>
<td>A2</td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>--------</td>
<td>--------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>A12</td>
<td>15.867</td>
<td>16.198</td>
<td>16.529</td>
<td>17.218</td>
<td>17.933</td>
<td>18.673</td>
<td>19.505</td>
<td>20.219</td>
<td></td>
</tr>
<tr>
<td>A15</td>
<td>17.925</td>
<td>18.300</td>
<td>18.673</td>
<td>19.505</td>
<td>20.219</td>
<td>21.169</td>
<td>22.092</td>
<td>23.001</td>
<td></td>
</tr>
<tr>
<td>A26</td>
<td>28.155</td>
<td>28.742</td>
<td>29.329</td>
<td>30.408</td>
<td>31.719</td>
<td>33.032</td>
<td>34.371</td>
<td>35.812</td>
<td></td>
</tr>
<tr>
<td>A27</td>
<td>29.191</td>
<td>29.799</td>
<td>30.408</td>
<td>31.719</td>
<td>33.032</td>
<td>34.371</td>
<td>35.812</td>
<td>37.412</td>
<td></td>
</tr>
<tr>
<td>A27A</td>
<td>29.552</td>
<td>30.168</td>
<td>30.784</td>
<td>31.992</td>
<td>33.371</td>
<td>34.656</td>
<td>36.126</td>
<td>37.827</td>
<td></td>
</tr>
<tr>
<td>A28</td>
<td>30.451</td>
<td>31.085</td>
<td>31.719</td>
<td>33.032</td>
<td>34.371</td>
<td>35.812</td>
<td>37.412</td>
<td>38.996</td>
<td></td>
</tr>
<tr>
<td>A29</td>
<td>31.710</td>
<td>32.371</td>
<td>33.032</td>
<td>34.371</td>
<td>35.812</td>
<td>37.412</td>
<td>38.996</td>
<td>40.763</td>
<td></td>
</tr>
<tr>
<td>A29A</td>
<td>32.035</td>
<td>32.704</td>
<td>33.371</td>
<td>34.656</td>
<td>36.126</td>
<td>37.827</td>
<td>39.386</td>
<td>41.478</td>
<td></td>
</tr>
<tr>
<td>A30</td>
<td>32.996</td>
<td>33.682</td>
<td>34.371</td>
<td>35.812</td>
<td>37.412</td>
<td>38.996</td>
<td>40.763</td>
<td>42.362</td>
<td></td>
</tr>
<tr>
<td>A31</td>
<td>34.379</td>
<td>35.096</td>
<td>35.812</td>
<td>37.412</td>
<td>38.996</td>
<td>40.763</td>
<td>42.362</td>
<td>44.181</td>
<td></td>
</tr>
<tr>
<td>A31A</td>
<td>34.680</td>
<td>35.402</td>
<td>36.126</td>
<td>37.827</td>
<td>39.386</td>
<td>41.478</td>
<td>42.777</td>
<td>44.532</td>
<td></td>
</tr>
<tr>
<td>A32</td>
<td>35.915</td>
<td>36.664</td>
<td>37.412</td>
<td>38.996</td>
<td>40.763</td>
<td>42.362</td>
<td>44.181</td>
<td>46.013</td>
<td></td>
</tr>
<tr>
<td>A33</td>
<td>37.437</td>
<td>38.217</td>
<td>38.996</td>
<td>40.763</td>
<td>42.362</td>
<td>44.181</td>
<td>46.013</td>
<td>47.755</td>
<td></td>
</tr>
<tr>
<td>A34</td>
<td>39.134</td>
<td>39.947</td>
<td>40.763</td>
<td>42.362</td>
<td>44.181</td>
<td>46.013</td>
<td>47.755</td>
<td>49.769</td>
<td></td>
</tr>
<tr>
<td>A35</td>
<td>40.667</td>
<td>41.515</td>
<td>42.362</td>
<td>44.181</td>
<td>46.013</td>
<td>47.755</td>
<td>49.769</td>
<td>51.666</td>
<td></td>
</tr>
<tr>
<td>A36</td>
<td>42.414</td>
<td>43.298</td>
<td>44.181</td>
<td>46.013</td>
<td>47.755</td>
<td>49.769</td>
<td>51.666</td>
<td>53.745</td>
<td></td>
</tr>
<tr>
<td>A37</td>
<td>44.172</td>
<td>45.093</td>
<td>46.013</td>
<td>47.755</td>
<td>49.769</td>
<td>51.666</td>
<td>53.745</td>
<td>55.864</td>
<td></td>
</tr>
</tbody>
</table>
# Position Salaries by Pay Grade

**Effective December 21, 2020 (2.5% COLA)**

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>A1</th>
<th>A2</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW25</td>
<td>29.090</td>
<td>29.697</td>
<td>30.302</td>
<td>30.810</td>
<td>31.291</td>
<td>31.824</td>
<td>32.331</td>
<td>33.253</td>
<td>34.084</td>
</tr>
<tr>
<td>PW26</td>
<td>29.578</td>
<td>30.193</td>
<td>30.810</td>
<td>31.291</td>
<td>31.824</td>
<td>32.331</td>
<td>32.953</td>
<td>33.851</td>
<td>34.709</td>
</tr>
<tr>
<td>PW27</td>
<td>30.040</td>
<td>30.665</td>
<td>31.291</td>
<td>31.824</td>
<td>32.331</td>
<td>32.953</td>
<td>33.578</td>
<td>34.514</td>
<td>35.385</td>
</tr>
<tr>
<td>PW28</td>
<td>30.551</td>
<td>31.187</td>
<td>31.824</td>
<td>32.331</td>
<td>32.953</td>
<td>33.578</td>
<td>34.242</td>
<td>35.203</td>
<td>36.099</td>
</tr>
<tr>
<td>PW29</td>
<td>31.158</td>
<td>31.808</td>
<td>32.457</td>
<td>33.082</td>
<td>33.710</td>
<td>34.374</td>
<td>35.039</td>
<td>35.965</td>
<td>36.892</td>
</tr>
<tr>
<td>PW30</td>
<td>31.636</td>
<td>32.295</td>
<td>32.953</td>
<td>33.578</td>
<td>34.242</td>
<td>34.902</td>
<td>35.630</td>
<td>36.514</td>
<td>37.412</td>
</tr>
<tr>
<td>PW31</td>
<td>32.234</td>
<td>32.906</td>
<td>33.578</td>
<td>34.242</td>
<td>34.902</td>
<td>35.630</td>
<td>36.514</td>
<td>37.412</td>
<td>38.334</td>
</tr>
<tr>
<td>PW32</td>
<td>32.871</td>
<td>33.556</td>
<td>34.242</td>
<td>34.902</td>
<td>35.630</td>
<td>36.514</td>
<td>37.607</td>
<td>38.866</td>
<td>39.842</td>
</tr>
<tr>
<td>PW33</td>
<td>33.507</td>
<td>34.205</td>
<td>34.902</td>
<td>35.630</td>
<td>36.514</td>
<td>37.607</td>
<td>38.866</td>
<td>39.842</td>
<td>40.843</td>
</tr>
<tr>
<td>PW34</td>
<td>34.205</td>
<td>34.918</td>
<td>35.630</td>
<td>36.514</td>
<td>37.607</td>
<td>38.866</td>
<td>39.842</td>
<td>40.843</td>
<td>41.868</td>
</tr>
<tr>
<td>PW35</td>
<td>35.054</td>
<td>35.785</td>
<td>36.514</td>
<td>37.607</td>
<td>38.866</td>
<td>39.842</td>
<td>40.843</td>
<td>41.868</td>
<td>42.907</td>
</tr>
<tr>
<td>PW36</td>
<td>35.785</td>
<td>36.514</td>
<td>37.605</td>
<td>38.866</td>
<td>39.841</td>
<td>40.841</td>
<td>41.868</td>
<td>42.907</td>
<td>43.979</td>
</tr>
</tbody>
</table>
### Position Salaries by Pay Grade

**Effective December 20, 2021 (3% COLA)**

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>A1</th>
<th>A2</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>A24</td>
<td>26.778</td>
<td>27.335</td>
<td>27.893</td>
<td>28.979</td>
<td>30.209</td>
<td>31.320</td>
<td>32.671</td>
<td>34.023</td>
</tr>
<tr>
<td>A25</td>
<td>27.742</td>
<td>28.319</td>
<td>28.897</td>
<td>30.209</td>
<td>31.320</td>
<td>32.671</td>
<td>34.023</td>
<td>35.402</td>
</tr>
<tr>
<td>A26</td>
<td>29.000</td>
<td>29.604</td>
<td>30.209</td>
<td>31.320</td>
<td>32.671</td>
<td>34.023</td>
<td>35.402</td>
<td>36.886</td>
</tr>
<tr>
<td>A27</td>
<td>30.067</td>
<td>30.693</td>
<td>31.320</td>
<td>32.671</td>
<td>34.023</td>
<td>35.402</td>
<td>36.886</td>
<td>38.534</td>
</tr>
<tr>
<td>A27A</td>
<td>30.439</td>
<td>31.073</td>
<td>31.708</td>
<td>32.952</td>
<td>34.372</td>
<td>35.695</td>
<td>37.209</td>
<td>38.962</td>
</tr>
<tr>
<td>A28</td>
<td>31.364</td>
<td>32.018</td>
<td>32.671</td>
<td>34.023</td>
<td>35.402</td>
<td>36.866</td>
<td>38.534</td>
<td>40.166</td>
</tr>
<tr>
<td>A29</td>
<td>32.662</td>
<td>33.342</td>
<td>34.023</td>
<td>35.402</td>
<td>36.866</td>
<td>38.534</td>
<td>40.166</td>
<td>41.986</td>
</tr>
<tr>
<td>A29A</td>
<td>32.996</td>
<td>33.685</td>
<td>34.372</td>
<td>35.695</td>
<td>37.209</td>
<td>38.962</td>
<td>40.567</td>
<td>42.722</td>
</tr>
<tr>
<td>A30</td>
<td>33.986</td>
<td>34.693</td>
<td>35.402</td>
<td>36.886</td>
<td>38.534</td>
<td>40.166</td>
<td>41.986</td>
<td>43.633</td>
</tr>
<tr>
<td>A31</td>
<td>35.411</td>
<td>36.149</td>
<td>36.886</td>
<td>38.534</td>
<td>40.166</td>
<td>41.986</td>
<td>43.633</td>
<td>45.506</td>
</tr>
<tr>
<td>A31A</td>
<td>35.720</td>
<td>36.464</td>
<td>37.209</td>
<td>38.962</td>
<td>40.567</td>
<td>42.722</td>
<td>44.060</td>
<td>45.868</td>
</tr>
<tr>
<td>A32</td>
<td>36.993</td>
<td>37.764</td>
<td>38.534</td>
<td>40.166</td>
<td>41.986</td>
<td>43.633</td>
<td>45.506</td>
<td>47.393</td>
</tr>
<tr>
<td>A33</td>
<td>38.560</td>
<td>39.363</td>
<td>40.166</td>
<td>41.986</td>
<td>43.633</td>
<td>45.506</td>
<td>47.393</td>
<td>49.188</td>
</tr>
<tr>
<td>A34</td>
<td>40.308</td>
<td>41.146</td>
<td>41.986</td>
<td>43.633</td>
<td>45.506</td>
<td>47.393</td>
<td>49.188</td>
<td>51.262</td>
</tr>
<tr>
<td>A35</td>
<td>41.887</td>
<td>42.761</td>
<td>43.633</td>
<td>45.506</td>
<td>47.393</td>
<td>49.188</td>
<td>51.262</td>
<td>53.216</td>
</tr>
<tr>
<td>A36</td>
<td>43.686</td>
<td>44.597</td>
<td>45.506</td>
<td>47.393</td>
<td>49.188</td>
<td>51.262</td>
<td>53.216</td>
<td>55.357</td>
</tr>
<tr>
<td>A37</td>
<td>45.497</td>
<td>46.445</td>
<td>47.393</td>
<td>49.188</td>
<td>51.262</td>
<td>53.216</td>
<td>55.357</td>
<td>57.540</td>
</tr>
</tbody>
</table>
### Position Salaries by Pay Grade

**Effective December 20, 2021 (3% COLA)**

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>A1</th>
<th>A2</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW23</td>
<td>29.078</td>
<td>29.684</td>
<td>30.289</td>
<td>30.743</td>
<td>31.211</td>
<td>31.748</td>
<td>32.216</td>
<td>33.113</td>
<td>33.970</td>
</tr>
<tr>
<td>PW24</td>
<td>29.513</td>
<td>30.127</td>
<td>30.743</td>
<td>31.211</td>
<td>31.734</td>
<td>32.230</td>
<td>32.779</td>
<td>33.688</td>
<td>34.532</td>
</tr>
<tr>
<td>PW25</td>
<td>29.963</td>
<td>30.587</td>
<td>31.211</td>
<td>31.734</td>
<td>32.230</td>
<td>32.779</td>
<td>33.301</td>
<td>34.251</td>
<td>35.107</td>
</tr>
<tr>
<td>PW26</td>
<td>30.465</td>
<td>31.099</td>
<td>31.734</td>
<td>32.230</td>
<td>32.779</td>
<td>33.301</td>
<td>33.942</td>
<td>34.866</td>
<td>35.750</td>
</tr>
<tr>
<td>PW27</td>
<td>30.941</td>
<td>31.585</td>
<td>32.230</td>
<td>32.779</td>
<td>33.301</td>
<td>33.942</td>
<td>34.585</td>
<td>35.269</td>
<td>36.259</td>
</tr>
<tr>
<td>PW28</td>
<td>31.467</td>
<td>32.123</td>
<td>32.779</td>
<td>33.301</td>
<td>33.942</td>
<td>34.585</td>
<td>35.269</td>
<td>36.259</td>
<td>37.182</td>
</tr>
<tr>
<td>PW29</td>
<td>32.092</td>
<td>32.763</td>
<td>33.431</td>
<td>34.075</td>
<td>34.721</td>
<td>35.405</td>
<td>36.090</td>
<td>37.044</td>
<td>37.999</td>
</tr>
<tr>
<td>PW30</td>
<td>32.585</td>
<td>33.264</td>
<td>33.942</td>
<td>34.585</td>
<td>35.269</td>
<td>35.949</td>
<td>36.699</td>
<td>37.610</td>
<td>38.534</td>
</tr>
<tr>
<td>PW31</td>
<td>33.202</td>
<td>33.893</td>
<td>34.585</td>
<td>35.269</td>
<td>35.949</td>
<td>36.699</td>
<td>37.610</td>
<td>38.534</td>
<td>39.484</td>
</tr>
<tr>
<td>PW32</td>
<td>33.857</td>
<td>34.562</td>
<td>35.269</td>
<td>35.949</td>
<td>36.699</td>
<td>37.610</td>
<td>38.735</td>
<td>40.032</td>
<td>41.037</td>
</tr>
<tr>
<td>PW33</td>
<td>34.513</td>
<td>35.232</td>
<td>35.949</td>
<td>36.699</td>
<td>37.610</td>
<td>38.735</td>
<td>40.032</td>
<td>41.037</td>
<td>42.068</td>
</tr>
<tr>
<td>PW34</td>
<td>35.232</td>
<td>35.965</td>
<td>36.699</td>
<td>37.610</td>
<td>38.735</td>
<td>40.032</td>
<td>41.037</td>
<td>42.068</td>
<td>43.124</td>
</tr>
<tr>
<td>PW35</td>
<td>36.106</td>
<td>36.859</td>
<td>37.610</td>
<td>38.735</td>
<td>40.032</td>
<td>41.037</td>
<td>42.068</td>
<td>43.124</td>
<td>44.194</td>
</tr>
<tr>
<td>PW36</td>
<td>36.859</td>
<td>37.610</td>
<td>38.734</td>
<td>40.032</td>
<td>41.036</td>
<td>42.067</td>
<td>43.124</td>
<td>44.194</td>
<td>45.299</td>
</tr>
</tbody>
</table>
Appendix C - Memorandum of Understanding

Privacy

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this Agreement. The affected employee(s) shall be notified of any public disclosure request for information pertaining to the employee(s) pursuant to the Illinois Personnel Records Review Act (820 ILCS 40/7(2)). The affected employee(s) shall also be provided a copy of the public disclosure request.

For the City of Evanston:

_______________________________________
Wally Bobkiewicz, City Manager     Date

_______________________________________
Erika Storlie, Assistant City Manager     Date

For the Union:

_______________________________________
Daniel Kwiecinski, President Local 1891     Date

_______________________________________
Eugene Boatright, Staff Representative, AFSCME Council 31     Date
Appendix D – Dues Authorization

Dues Authorization

I hereby authorize the City of Evanston to deduct from my pay the uniform dues of American Federation of State, County and Municipal Employees, AFL-CIO, and remit said amounts to the Union.

I understand that I may not cancel this authorization for one (1) year from the date I sign it or until the termination date of the current labor agreement between AFSCME AFL-CIO and the City, whichever date occurs sooner.

________________________________
Print Name

________________________________
Department/Division

________________________________
Signature

________________________________
Date

Agreed: ______________________
Date

________________________________
City of Evanston

________________________________
AFSCME Council 31
Appendix E - Memorandum of Understanding

Memorandum of Understanding
Bargaining Alternatives to Layoff

The parties have worked diligently to craft an economic package that meets the goals set forth in the City of Evanston’s FY 2019 budget. In the event the City provides notification of layoffs to AFSCME employees, per the CBA, during the term of this agreement (FY 2019-22), the parties agree to enter into negotiations to discuss economic alternatives to layoffs, and the City agrees to allow the Union to participate in the annual budgeting process to consider alternatives to layoffs.

For the City of Evanston:

_______________________________________  Date
Wally Bobkiewicz, City Manager

_______________________________________  Date
Erika Storlie, Assistant City Manager

For the Union:

_______________________________________  Date
Daniel Kwicinski, President Local 1891

_______________________________________  Date
Eugene Boatright, Staff Representative, AFSCME Council 31
Appendix F - Memorandum of Understanding

Memorandum of Understanding
Floating Holidays, Layoffs, and Furlough Days

As a one-time consideration, the City will give all employees an additional three (3) floating holidays in 2019, three (3) floating holidays in 2020, two (2) floating holidays in 2021, and one (1) floating holiday in 2022. Prorated hours will be given to employees hired mid-year.

The City agrees that no employees in the FY 2019 budget will be laid off in 2019.

The City agrees that employees will not be required to take any furlough days for the term of this Agreement.

For the City of Evanston:

_______________________________________
Wally Bobkiewicz, City Manager

_______________________________________
Erika Storlie, Assistant City Manager

For the Union:

_______________________________________
Daniel Kwiecinski, President Local 1891

_______________________________________
Eugene Boatright, Staff Representative, AFSCME Council 31
Memorandum

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

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

Subject:  Resolution 11-R-19 Motor Fuel Tax Funds Use for Roadway Resurfacing Project

Date:     February 5, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 11-R-19 authorizing the City Manager to sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for improvements to various Evanston Streets. This will allow the use of Motor Fuel Tax (MFT) Funds in the amount of $1,206,000 for street resurfacing and surface patching.

Funding Source:
Funding will be provided from the Motor Fuel Tax Fund (Fund 200), which has a total Budget of $1,508,678. $1,206,000 of this fund is allocated for street improvements in account 415.40.4219.65515 – 419002.

Livability Benefits:
Built Environment:  Enhance public spaces
Promote diverse transportation modes
Equity & Empowerment:  Ensure equitable access to community assets
Health & Safety:  Promote healthy, active lifestyles

Background:
The City’s Street Resurfacing Program is funded through the MFT Fund and through the Capital Improvement (CIP) Fund. It is proposed that seven streets be improved in FY 2019 through the use of the MFT Fund. The proposed contract work consists of curb replacement as needed, ADA sidewalk ramp replacement, grinding/milling of the existing street surface, street base repairs, adjustment of drainage/utility structures, asphalt street paving and related incidental construction. The Capital Planning &
Engineering Bureau staff has completed the design of these street resurfacing projects. We are also proposing to use the MFT Funds for surface patching on Green Bay Road from McCormick Blvd. to Isabella Street and on Chicago Avenue from South Blvd. to Dempster Street as needed.

This resolution is an annual occurrence required by the Illinois Department of Transportation to initiate the use funds for an MFT funded project. The purpose of the resolution is to appropriate the use of unobligated MFT funds for this use. The streets included in the 2019 MFT Street Resurfacing project are listed below.

<table>
<thead>
<tr>
<th>2019 MFT Street Resurfacing Project</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street</strong></td>
</tr>
<tr>
<td>Brown Avenue</td>
</tr>
<tr>
<td>Culver Street</td>
</tr>
<tr>
<td>Grove Street</td>
</tr>
<tr>
<td>Hinman Avenue</td>
</tr>
<tr>
<td>Jenks Street</td>
</tr>
<tr>
<td>Jenks Street</td>
</tr>
<tr>
<td>Kenney Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surface Patching</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Bay Road</td>
</tr>
<tr>
<td>Chicago Avenue</td>
</tr>
</tbody>
</table>

With City Council approval of this resolution, staff will bid the MFT Street Resurfacing Project and bring back a recommendation to award the construction contract in early May 2019. It is anticipated that construction will begin in June 2019.

**Attachments:**
Resolution 11-R-19
2019 MFT Resurfacing Location Map
11-R-19

A RESOLUTION

Authorizing the City Manager to Sign an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code for Improvements to Various Evanston Streets

WHEREAS, in order to facilitate the free flow of traffic and insure safety to the motoring public, the City of Evanston and the Illinois Department of Transportation (“IDOT”), are desirous of entering into an Illinois Department of Transportation Resolution for Improvement by Municipality under the Illinois Highway Code, a copy of which is attached hereto and incorporated herein as Exhibit 1, for improvements to various streets within the City of Evanston; and

WHEREAS, said roadway improvements consist of curb replacement, pavement base repair, drainage/utility structure adjustment, asphalt grinding and resurfacing including incidental construction of various streets as per the attached list; and surface patching Green Bay Road from McCormick Boulevard to Isabella Street and Chicago Avenue from South Boulevard to Dempster Street (the “Street Improvements”); and

WHEREAS, it is necessary for the City Manager to execute the IDOT Resolution for Improvement by Municipality Under the Illinois Highway Code, allocating a portion of the City’s Motor Fuel Tax funds in the principal amount of One Million Two Hundred Six Thousand and no/100 Dollars ($1,206,000.00) to pay for said Street Improvements; and
WHEREAS, the City Council has determined that it is in the best interests of the City to execute the aforementioned resolution for certain Street Improvements,

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

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Resolution for Improvement by Municipality under the Illinois Highway Code between the City of Evanston and IDOT, attached hereto as Exhibit 1.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions with IDOT for the City roadway construction using the City’s Motor Fuel Tax Funds.

SECTION 3: That this Resolution 11-R-19 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: ______________________, 2019
EXHIBIT 1

Resolution for Improvement by Municipality Under the Illinois Highway Code
BE IT RESOLVED, by the Council of Evanston, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract or Day Labor.

For Roadway/Street improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various - see attached list</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Curb replacement, base repair, drainage/ utility structure adjustment, asphalt grinding and resurfacing the street the street. This contract also includes surface patching on Green Bay Road from McCormick Blvd. to Isabella St. and Chicago Avenue from South Blvd. to Dempster St. The estimated construction cost is $1,206,000.

2. That there is hereby appropriated the sum of one million two hundred six thousand Dollars ($1,206,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

1. __________________________ City of Evanston, Illinois
2. __________________________ Local Public Agency Type
3. __________________________ Name of Local Public Agency
4. __________________________ Clerk in and for said City of Evanston in the State aforesaid. and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of Evanston at a meeting held on __________________________ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this __________________________ Day of __________________________ Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date
<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>BROWN AVENUE</td>
<td>BRUMMER STREET</td>
<td>CTA RR ROW</td>
</tr>
<tr>
<td>CULVER STREET</td>
<td>CRAWFORD AVENUE</td>
<td>PROSPECT AVENUE</td>
</tr>
<tr>
<td>GROVE STREET</td>
<td>DEWEY AVENUE</td>
<td>WESLEY AVENUE</td>
</tr>
<tr>
<td>HINMAN AVENUE</td>
<td>SOUTH BOULEVARD</td>
<td>KEENEY STREET</td>
</tr>
<tr>
<td>JENKS STREET</td>
<td>HAMPTON PARKWAY</td>
<td>ASBURY AVENUE</td>
</tr>
<tr>
<td>JENKS STREET</td>
<td>POPULAR AVENUE</td>
<td>BROADWAY AVENUE</td>
</tr>
<tr>
<td>KEENEY STREET</td>
<td>DEWEY AVENUE</td>
<td>FLORENCE AVENUE</td>
</tr>
<tr>
<td></td>
<td>ASPHALT SURFACE PATCHING</td>
<td></td>
</tr>
<tr>
<td>GREEN BAY ROAD</td>
<td>MCCORMICK BLVD</td>
<td>ISABELLA STREET</td>
</tr>
<tr>
<td>CHICAGO AVENUE</td>
<td>SOUTH BOULEVARD</td>
<td>DEMPSTER STREET</td>
</tr>
</tbody>
</table>
Memorandum

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

From: Hugh DuBose, Assistant City Attorney

Subject: Ordinance 14-O-19, Increasing the Number of Class D Liquor Licenses for Bad Dog House Evanston, LLC, d/b/a Stacked and Folded, 824 Noyes Street

Date: February 11, 2019

Recommended Action:
Local Liquor Commissioner recommends City Council adoption of Ordinance 14-O-19, amending Class D Liquor License from fifty-two to fifty-three for Bad Dog House Evanston, LLC, d/b/a Stacked and Folded, 824 Noyes Street.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
Ordinance 14-O-19 amends Evanston City Code of 2012 Subsection 3-4-6(D), as amended, to increase the number of Class D Liquor Licenses from fifty-two (52) to fifty-three (53) and permit issuance of a Class D license to Bad Dog House Evanston, LLC, d/b/a Stacked and Folded, 824 Noyes Street. This license will permit Company to retail sale of alcoholic liquor in restaurants only to persons of at least twenty-one (21) years of age for consumption on the premises. Company representative Josh Keating submitted application materials.

Legislative History:
At the February 6, 2018 Liquor Control Review Board meeting, Company requested consideration of application for a Class D liquor license.

Attachments:
Ordinance 14-O-19
Application
Minutes of the February 6, 2019 Liquor Control Review Board meeting
14-O-19
AN ORDINANCE

Amending City Code Section 3-4-6(D) to Increase the Number of Class D Liquor Licenses from Fifty-Two to Fifty-Three
(Bad Dog House Evanston, LLC D/B/A Stacked and Folded, 824 Noyes Street)

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>$253</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Restaurant</td>
<td>Liquor</td>
<td>None</td>
<td>$2,800</td>
<td>$2,800</td>
<td>$253</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2: Subsection 3-4-6-(D) of the Evanston City Code of 2012, as amended, is hereby further amended by increasing the number of Class D liquor licenses from fifty-two (52) to fifty-three (53) 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.

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-three (53) 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: _________________, 2019

Adopted: _________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved:

______________________________
Approved as to form:

Michelle L. Masoncup, Corporation Counsel
# City of Evanston
## Application for Liquor License

### Date: 10/11/18

- **New business**
- **Change of Ownership/Corporation**
- **Change of License Class**

### Liquor Class: D

- Initial license Fee: $2,800

## 1. APPLICANT

- **Corporation name:** Bad Dog House Evanston LLC
- **Business name:** Stacked and Folded

### Previous business name (if dba changed):

### Business address (city, state, zip code): 824 Noyes St Evanston, IL, 60201

### Business telephone:

- **Cell:** 805-708-6164

### Business website:

- Stackedandfolded.com

### Business Email:

### H. Illinois business tax number:

## 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

### Address applying for liquor license (exact street address):

- 824 Noyes Street

### Evanston Zip code:

- 60201

### 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

### Business type:

- **Restaurant**
- **Hotel**
- **Package Store**
- **Grocery Store**
- **BrewPub**
- **Craft Distillery**
- **Craft Brewery**
- **Craft Winery**
- **Other (explain):**

### Describe the nature of the business / kind of business:

- Full service restaurant and bar

### Liquor to be served and/or sold:

- **Alcoholic liquor**
- **Beer & Wine only**
- **Beer Only**
- **Wine only**

### Days and times liquor is served:

- **Sunday:** 11am to 10PM
- **Monday:** 11am to 10PM
- **Tuesday:** 11am to 10PM
- **Wednesday:** 11am to 10PM
- **Thursday:** 11am to 10PM
- **Friday:** 11am to 10PM
- **Saturday:** 11am to 10PM

### Liquor will served or sold by:

- **Glass**
- **Bottle**
- **Can**
- **Waitstaff**
- **Over the counter**

## 4. BUSINESS SPECIFIC INFORMATION (for restaurants)
## A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant? [ ] yes [ ] no
If your response is "No," skip this section and proceed to section 5.

## 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? [ ] 30+, [ ] Patio and Bar
What is the seating capacity? [ ] 108

## E. Is there an existing or proposed menu? If your response is "no", please create a proposed menu before applying. If your response is "Yes," please attach the menu. [ ] yes [ ] no

## F. Does the restaurant currently hold or has applied for a City of Evanston food license? [x] yes [ ] no
If your response is "Yes," what is the expected issue date? [ ] TBD Submitted on 10/4/18

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

## A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel? [ ] yes [x] no
If your response is "No," skip this section and proceed to section 6.

## B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? [ ] yes [ ] no

## C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? [ ] yes [ ] no

## D. Does the hotel have at least 50 regular rooms for transients? [ ] yes [ ] no

## E. Does the hotel currently hold or has applied for a City of Evanston food license? [ ] yes [ ] no
If your response is "Yes," what is the expected issue date?

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

## A. Does the applicant seek to sell liquor upon the premises of a package store? [ ] yes [x] no
If your response is "No," skip this section and proceed to section 7.

## B. Is the package store premises located in the "retail package store area" as defined by the attached map? [ ] yes [ ] no

## C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises? [ ] yes [ ] no

## D. Has the applicant reviewed the Liquor Code definition of a "package store"? [ ] yes [ ] no

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

## A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is "No," skip this section and proceed to section 8. [ ] yes [x] no

## B. Does the grocery store premises consist of a grocery store and combination store under one roof? [ ] yes [ ] no

## C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? [ ] sq.ft.

## D. Does the grocery store currently hold or has applied for a City of Evanston food license? If your response is "Yes," what is the expected issue date? [ ] yes [ ] no

### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

City of Evanston Liquor License Application (Rev. 12/21/17) Application: Page 3 of 15
City of Evanston annual Liquor License Application

8. BUSINESS SPECIFIC INFORMATION (BrewPub)
A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9. □ yes □ no

B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? □ yes □ no

C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? □ yes □ no

D. How many tables are or will be in the brewpub? _____ What is the seating capacity? _____

E. Is there an existing or proposed menu? If your response is “No”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu. □ yes □ no

F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ____ If “No” provide date when you will apply: ____

9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)
A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10. □ yes □ no

B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: _____

C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity? _____

D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”? □ yes □ no

10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)
A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11. □ yes □ no

B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license: _____

C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity? _____

D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu. □ yes □ no

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu. □ yes □ no

F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? _____

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”? □ yes □ no

City of Evanston Liquor License Application (Rev. 12/21/17)
Application: Page 3 of 16
# City of Evanston Annual Liquor License Application

## 11. Business Specific Information (Craft Winery)

<table>
<thead>
<tr>
<th>A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>□ yes □ no</td>
</tr>
</tbody>
</table>

## 12. Premises Ownership Information

<table>
<thead>
<tr>
<th>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>C. What is the period covered by the lease? 2018 to 2028</td>
<td></td>
</tr>
<tr>
<td>D. What is the name of the Landlord? 828 Noyes St Lofts LLC</td>
<td></td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (Please include city, state, and zip code.) 828 Noyes Street Evanston IL 60201</td>
<td></td>
</tr>
</tbody>
</table>

## 13. Eligibility Questions

<table>
<thead>
<tr>
<th>A. Has the owner or any relative had a business or liquor license revoked?</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston? If yes, explain:</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td>□ yes □ no</td>
</tr>
</tbody>
</table>

| name | address | telephone | relationship |

City of Evanston Liquor License Application (Rev. 12/21/17) Application: Page 4 of 16

236 of 385
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.

Joshua Lee-Kealing

Signature of Applicant

10/11/18

Date

11/27/18
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois  )
) SS
County of Cook County  )

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.

Joshua Lee Keating

Signature of Applicant

Subscribed and sworn to before me this 27th day of November, 2018.

Notary Public

Signature of Applicant

(seal)
**CORPORATE INFORMATION FORM**  
(Supplement A)

**Applicants must file business with Secretary of State:**

Name of Corporation/Partnership: Bad Dog House Evanston LLC

Corporate Address: 824 Noyes Street, Evanston IL 60201

Corporate Ph #: 305-708-6164  
Corporate Email:  
FEIN: [Redacted]

**Business Status:**

Date Corporation/Partnership was Organized: 10-3-18

State Articles of Incorporation/Organization filed: Illinois

Date Articles of Incorporation/Organization filed with Secretary of State: 10-3-18

Date Certification of Incorporation/Organization was Issued by Secretary of State: 10-3-18

Are there any amendments to Articles of Incorporation?  
(If yes, provide date filed)  
Yes [X]  No [ ]  
Date Amendment Filed: 10-11-18

What are the total shares of stock created by this Corporation? N/A

**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>Bad Dog Management, LLC</td>
<td>100%</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?  
If no, explain: Bad Dog Management, LLC 100% Owned by Josh Keating

Yes [X]  No [ ]

Has the Corporation attached evidence of Good Standing with the State of Illinois?  
If no, explain:

Yes [X]  No [ ]

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?  
If no, explain:

Yes [X]  No [ ]

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: None

What is the objective of Corporation? To own and operate a full service restaurant that includes the sale of alcoholic beverages

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?  
Yes [X]  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: Bad Dog Management Inc

<table>
<thead>
<tr>
<th>Business Name: Stacked and Folded</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PERSONAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Joshua</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>% of Stock Ownership:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Owner ☑</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Residential Address:</th>
<th>Suite/Apt.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>Zip:</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></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth (MM/DD/YYYY):</th>
<th>Place of Birth (City, State and Country):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Are you a citizen of the United States? ☑ Yes ☐ No

Naturalized Citizen: ☐ Yes ☐ No

Naturalization Information:

Yes ☐ No ☐ Date: ☐ State: ☐ County: ☐

<table>
<thead>
<tr>
<th>RESIDENCE/ADDRESS HISTORY</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMPLOYMENT HISTORY</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Employer/Business</td>
<td>Position:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address (City, State, Zip):</td>
<td>Start Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>End Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Leaving:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

| 2. Name of Employer/Business | Position: |
| Address (City, State, Zip): | Start Date: |
| Telephone: | End Date: |

<table>
<thead>
<tr>
<th>Reason for Leaving:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

| 3. Name of Employer/Business: | Position: |
| Address (City, State, Zip): | Start Date: |
| Telephone: | End Date: |

<table>
<thead>
<tr>
<th>Reason for Leaving:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Evanston Liquor License Application (Rev June 2017)</td>
</tr>
</tbody>
</table>
### 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: **ASAP November 2018**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### 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: **ASAP October 2018**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### F. Were you ever convicted of a felony?

- If yes, please provide date, details and final disposition.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### 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.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

### H. Have you had a liquor license in any other jurisdiction.

- If Yes, set forth all details regarding same.
  - Stacked and Folded 551 Lincoln Ave Winnetka IL 60093 -- Cook County 2016 to Present

If you have answered "Yes" to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission □ YES □ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer's license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

Joshua Lee Keating 10/11/18, 11/27/18
Shareholder/Site Manager Signature Date

State of Illinois )

County of Cook County ) SS.

Subscribed and Sworn to before me this 27 day of November 2018

Lindsey Ott
Notary Signature (seal)
Organization Chart
Bad Dog House Evanston LLC
DBA- Stacked and Folded
824 Noyes St
Evanston IL, 60201
805-708-6164

President/Owner- Josh Keating
Executive Chef- Josh Keating
General Manager- Josh Keating

11.30.2018

Josh Keating
11/30/18
1. Corporate Name  BAD DOG MANAGEMENT INC.
Registered Agent  DAVID W SILVER
Registered Office  400 SKOKIE BLVD STE 850
City, IL, Zip Code, County  NORTHBROOK, IL  60062-7922 COOK

2. Principal address of Corporation  775 HAPP ROAD  NORTHELFIELD, IL  60093

3a. State or Country of Incorporation  ILLINOIS            3b. Date Incorporated/Qualified  10-07-2015

4. The names and addresses of ALL officers & directors MUST be listed here!

<table>
<thead>
<tr>
<th>Title</th>
<th>Name &amp; Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PRESIDENT</td>
<td>JOSHUA KEATING</td>
<td></td>
</tr>
<tr>
<td>SECRETARY</td>
<td>SAME</td>
<td></td>
</tr>
<tr>
<td>DIRECTOR</td>
<td>JOSH KEATING</td>
<td></td>
</tr>
</tbody>
</table>

5. If 51% or more of the stock is owned by a minority or female, please check the appropriate box
   ☐ Minority  ☐ Female  ☐ Both

6. Number of shares authorized and issued as of  7-31-2018

<table>
<thead>
<tr>
<th>Class</th>
<th>Series</th>
<th>Par Value</th>
<th>Number Authorized</th>
<th>Number Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMON</td>
<td></td>
<td>0.00000</td>
<td>1000</td>
<td>100.000</td>
</tr>
</tbody>
</table>

7. The amount of paid-in-capital as of  7-31-2018 is $ 1000

8. All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.

9. Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

BY JOSH KEATING
Authorized Officer

Title & Date  PRESIDENT  November 6, 2018

This document was electronically generated at www.cyberdriveillinois.com
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
BAD DOG HOUSE EVANSTON, LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("Agreement") is dated as of October 3, 2018 and is entered into by and between Bad Dog House Evanston, LLC, an Illinois limited liability company ("Company"), and Bad Dog Management Inc., the sole member of the Company ("Member").

The Company and Member agree as follows:

1. **Formation; Name.** The Company has been formed pursuant to the provisions of the Illinois Limited Liability Company Act ("Act") by the execution and filing of its Articles of Organization (as the same may be amended, the "Articles") with the Illinois Secretary of State ("Secretary of State"). The name of the Company is as set forth in the Articles.

2. **Offices.** The principal office and any additional office of the Company will be at such place or places inside or outside the state of Illinois as the Manager may designate from time to time. The initial registered office of the Company and its resident agent is as set forth in the Articles and as may be changed in accordance with the provisions of the Act.

3. **Member.** The Member has acquired all of the interests in and been properly admitted as the sole member of the Company. The name and address of the Member is:

   Bad Dog Management Inc.
   775 Happ Road
   Northfield, Illinois 60093

4. **Management of Company.**

   (a) **General Management.** The Company shall be managed by or under the authority of a Manager who will, to the fullest extent permitted by the Act, be in charge of the conduct and operation of the business of the Company and its properties. The Manager shall serve until the Manager’s resignation or removal. The Manager may delegate such management authority to such persons or entities as the Manager determines and may give such persons or entities titles such as general manager, director, principal, president, vice president, secretary, and treasurer, as the Manager determines, with such rights and duties as may be specified by the Manager.

   (b) **Initial Manager.** The initial manager of the Company ("Manager") is Bad Dog Management Inc.

   (c) **Resignation, Death, or Incapacity of Manager.** The Manager may resign from the Company by giving 10 days’ advance written notice of the Manager’s resignation to the Member. The Manager shall be deemed to have resigned upon the dissolution
of the Manager, or in the case of a manager that is an individual, upon the Manager’s death or if the Manager is incapable for 90 days or more in any consecutive 12 month period of participating in the conduct of the business of the Company in the same manner in which the Manager participated prior to the incapacity.

(d) **Removal of Manager.** The Manager may be removed at any time by the Member, with or without cause.

(e) **Vacancies.** A vacancy occurring for any reason may be filled as determined by the Member.

(f) **Manager as Agent; Other Business Activities.** The Manager is an agent of the Company for the purpose of the Company’s business, and the acts of the Manager, including the execution in the Company’s name of any instrument, bind the Company. All documents executed on behalf of the Company shall require the signature (or written consent in lieu of signature) of the Manager, unless such authority has been delegated to other persons or entities. No Person transacting business with the Company shall be under a duty to inquire as to the authority of the Manager to act on behalf of the Company. The Manager may engage in any other business activity, including business activities that may be in competition with the Company.

(g) **Duties of the Manager.** The Manager shall discharge the Manager’s duties as a manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Manager reasonably believes to be in the best interests of the Company.

(h) **Reliance on Reports.** The Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports and statements presented to the Company by any of its Members, officers, employees or committees of the Company or any other person as to matters the Manager reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be made.

(i) **Time and Compensation.** The Manager shall devote such time to management as the Manager deems to be necessary to conduct the Company’s business. The Manager shall be entitled to be reimbursed by the Company, as an expense of the Company, for the actual, reasonable, and necessary expenses incurred by it on behalf of the Company, upon submitting an itemized account of the expenses to the Company.

(j) **Indemnification.** The Company shall, to the fullest extent permitted by the Act, indemnify, hold harmless, and advance expenses to, the Manager and any of its or the Company’s members, managers, directors, principals, officers, and employees from, against, and for any and all losses, expenses (including attorneys’ fees), claims, and demands sustained by
reason of any acts or omissions, or alleged acts or omissions, including judgments, settlements, penalties, fines, or expenses (including attorneys’ fees) incurred in a proceeding to which the Manager, any of its or the Company’s members, managers, directors, principals, officers, or employees is a party or threatened to be made a party because the person holds or held such position; provided, however, that the Company shall have no obligation to indemnify or hold harmless any person for actions or omissions that constitute fraud, deceit, gross negligence, or willful misconduct. The Company may purchase and maintain insurance on behalf of any person against any liability or expense asserted against or incurred by the person in any such capacity or arising out of such person’s status, whether or not the Company could indemnify the person against such liability.

5. **Capital Contributions; Accounting.**

   (a) The Member will have no obligation to make any capital contributions to the Company.

   (b) The operations of the Company will be treated for federal tax purposes as the operations of the Member.

   (c) The fiscal year of the Company will be the fiscal year of the Member. The books and records of the Company will be maintained in accordance with good accounting practices.

   (d) Real and personal property owned by the Company will be held, and conveyance made, in the Company’s name. Funds of the Company will be deposited in the name of the Company with the financial institutions and in the accounts as determined by the Manager, subject to authorized signatures that the Manager may determine.

6. **Additional Members.** The Company may admit one or more additional Members upon such terms and conditions, and for such capital contributions, as may be determined by the Company and the Member. No additional members may be admitted unless a new limited liability company agreement is adopted that provides for voting rights, allocations of profit and loss, timing of distributions, designation of a tax matters partner, and other matters customarily addressed in a limited liability company agreement. Any admission of an additional member without such actions will be void.

7. **Distributions.** Distributions of cash or other assets of the Company will be made at such times and in such amounts as the Manager may determine; provided, however, that a distribution will not be made if the Company would not be able to pay its debts as they become due in the usual course of business.

8. **Limitation on Liability.** The Member is not liable for the acts, debts or obligations of the Company.

9. **Amendment.** This Agreement may be amended only in writing signed by the Member and the Company specifically stating that this Agreement is amended.
10. **Governing Law.** All questions relating to the interpretation or enforcement of this Agreement shall be construed according to the laws of the State of Illinois.

11. **Severability.** Each provision of this Agreement will be considered severable, and if for any reason any provision of this Agreement is determined to be invalid and contrary to any existing or future law, the invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

12. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create or be deemed to create any rights or benefits in any third parties.

Signed as of the date first set forth above.

**COMPANY:**

BAD DOG HOUSE EVANSTON, LLC,
an Illinois limited liability company

By: BAD DOG MANAGEMENT INC.,
an Illinois Corporation,
its Manager

By: [Signature]

Joshua Keating, President

**MEMBER:**

BAD DOG MANAGEMENT INC.
an Illinois Corporation

By: [Signature]

Joshua Keating, President
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

BAD DOG HOUSE EVANSTON, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 03, 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 11TH day of OCTOBER A.D. 2018.

Jesse White
SECRETARY OF STATE
City of Evanston annual Liquor License Application

CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Effective Date: November 26th, 2018

SSurety Bond #: 64430582

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Bad Dog House Evanston LLC DBA Stacked &

Folded

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 laws 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 26th DAY OF November, 2018.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 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 26th DAY OF November, 2019.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 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.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this _______ DAY OF ________________. ________.

By: ________________________________

Title: ______________________________

State of Illinois

County of Cook

SURETIES

Signed, sealed, and dated this 26th DAY OF November, 2018.

By: Paul T. Brufiat,

Title: Vice President

State of SOUTH DAKOTA

County of Minnehaha

State of SOUTH DAKOTA

County of Minnehaha

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by Paul T. Brufiat

this 26th day of November, 2018.

J. Mohr
Notary Signature

My Commission Expires June 23, 2021
Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Paul T. Bruijfit \ 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 64430582

for \ Bad Doc House Evanston LLC DBA Stacked & Folded

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 26th day of November 2018.

ATTEST

By

WESTERN SURETY COMPANY

Paul T. Bruijfit, Vice President

L. Nelson, Assistant Secretary

STATE OF SOUTH DAKOTA \}
COUNTY OF MINNEHAHA \}

On this 26th day of November 2018, before me, a Notary Public, personally appeared

Paul T. Bruijfit \ 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 \ SOUTH DAKOTA \ SEAT

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cmasurety.com > Owner/Obligee Services > Validate Bond Coverage.
**Certificate of Liability Insurance**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

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

**Producer**
GIS Cornerstone, LLC  
22333 Classic Court  
Lake Barrington, IL 60010

**Contact**
Tyler Lockhart  
Phone (224) 655-2494  
Fax (224) 241-3000  
Email tlockhart@giscornerstone.com

**Insured**
Bad Dog House Evanston LLC DBA Stacked & Folded  
824 Noyes Street  
Evanston, IL 60201

**Insurer A:** Evanston Insurance Company

<table>
<thead>
<tr>
<th>Insurer</th>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Coverages**

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3AA310678</td>
<td>11/2/2018</td>
<td>5/2/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LL015758</td>
<td>11/26/2018</td>
<td>11/26/2019</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**City of Evanston** is an additional insured with respect to the General Liability & Liquor Liability pursuant to City of Evanston Code Section 3-4-4.

**Certificate Holder**
City of Evanston  
2100 Ridge Rd  
Evanston, IL 60201

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**
Paul Voss

---

**Disclaimer:** The ACORD name and logo are registered marks of ACORD.
GARLIC LIME SHRIMP
Margarita shrimp served with fresh pico de gallo, our signature S&F slow, queso fresco, salsa verde on a bed of romaine & arugula
$12.50

CALIFORNIA CAJUN SALMON
Cajun salmon served with our signature S&F slow, avocado, pico de gallo topped with queso fresco, chipotle crema on a bed of romaine & arugula
$12.50

AHl TUNA POKE
Fresh sashimi ahi tuna, cucumber, avocado tossed in a sweet soy sauce, topped with our signature S&F slow, wasabi crema on a bed of romaine & arugula
$12.50

PANKO CRUSTED AVOCADO
Panko crusted avocado slices served with fresh pico de gallo, our signature S&F slow, queso fresco, topped with sriracha aioli on a bed of romaine & arugula
$12.50

KOREAN SHORT RIB
Sweet and tangy boneless short rib, topped with a daikon cilantro slow with spicy serrano pepper aioli on a bed of romaine & arugula
$12.50

CHICKEN CAPRESE
Marinated chicken, fresh mozzarella, cherry tomatoes, basil pesto, avocado with a balsamic vinaigrette on a bed of romaine & arugula
$12.50

FALAFEL SALAD
Crispy falafel, feta cheese, pickled red onions, pico de gallo, S&F slow, tzatziki sauce, spicy chili sauce, on a bed of romaine & arugula
$12.50

CAJUN SALMON
Cajun salmon served with our signature S&F slow, topped with queso fresco & chipotle crema in a corn tortilla
$6.00

AHl TUNA POKE
Fresh sashimi ahi tuna, cucumber and avocado tossed in a sweet soy sauce, topped with our signature S&F slow, wasabi crema in a crispy wonton shell
$6.00

GARLIC SHRIMP
Marinated shrimp served with fresh pico de gallo, our signature S&F slow, queso fresco, salsa verde in a corn tortilla
$6.00

PANKO CRUSTED AVOCADO
Panko crusted avocado slices served with fresh pico de gallo, our signature S&F slow, queso fresco topped with sriracha aioli in a corn tortilla
$6.00

HOFHER MEATS BRAISED LAMB
Braised leg of lamb served with caramelized onion, pickled red onion, feta cheese topped with house made tzatziki sauce in a flour tortilla
$6.00

AL PASTOR
Tender puerco chili marinated pork, fresh pineapple pico, our signature S&F slow, queso fresco topped with cilantro lime crema in a corn tortilla
$6.00

CARNE ASADA
Tender marinated beef, chopped romaine, pico de gallo, queso fresco topped with salsa verde on a corn tortilla
$6.00

CHICKEN
Tender marinated chicken, chopped romaine, pico de gallo, queso fresco topped with cilantro lime crema on a corn tortilla
$6.00

ADD ONS
Mark's Cheddar $2.00
Bacon $1.50
Avocado $1.00
Panko Avocado $2.00
Duck Bacon $3.00
Pork Belly $3.00
Chicken $3.00
Salmon $4.00
Shrimp $4.90

STACKED SIDES
FRITES, sweet potato fries, hand cut chips & tots, (Non GMO Sunflower Oil)

BASKET SIDES $3.00
CHIPS & GUACAMOLE
LOADED TOTS $8.00
Pork belly, scallions, sour cream, mark's cheddar sauce

SHAREABLE SIDES

KID'S MENU $7.00
Grilled Cheese on Brioche Bun
Chicken Strips
Cheese Quesadilla
Turkey Burger with Cheese
Grass Fed Cheeseburger
Mozzarella and Cheese Balls

Choice of Side
Fresh Fruit, Fries, Sweet Potato Fries, House Made Chips or Tots
MINUTES

Liquor Control Board
Wednesday, February 6, 2019, 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner)

Members Absent: Marion Macbeth; Dick Peach

Staff Present: Mario Treto, Jr. (Deputy City Attorney); Hugh DuBose (Assistant City Attorney)

Others Present: Joshua Keating; Caesar Marron; Shawn Decker, Amy Wilkinson, Josh Gilbert, Mike Polisky, Brett Bils, and Zuban Kammula

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

Stacked and Folded, 824 Noyes
Joshua Keating appeared on behalf of Stacked and Folded. He is requesting an increase in the number of Class D Liquor Licenses.

He is the owner and operator of Stacked and Folded in Winnetka. They have operated in Winnetka for 3 years. He is expanding in Evanston with a larger location. He was an executive chef at several local restaurants before opening his own. He was on the Winnetka Board Chamber of Commerce, but resigned to expand his business.

The hours for Stacked and Folded’s Evanston location are expected to be 11 a.m. to 10 p.m.; they are not intending on being a late night bar. He would like to open in the end of March or early April.

All servers and managers will be BASSET trained. He has not had any past issues with underage drinking.

There were no objections. The ordinance will be introduced at the February 11, 2019 City Council meeting.
Illinois Liquor Control Act
Caesar Marron appeared to discuss the changes to the Illinois Liquor Control Act which went into effect on August 13, 2018. One of the amendments allows a Class 1 or Class 2 brewer to serve cider and beer that is made by another manufacturer in their taproom. A second amendment allows for contract brewing.

Evanston Code specifies that brewers tasting rooms are only permitted to sample products manufactured on site. They are asking that the language be changed to be consistent with what the state allows. He would like the language to state that a brewery taproom is permitted to serve beer and cider that is manufactured by the licensee or produced at another facility for the licensee.

Attorney Treto will look at the language from a liquor licensing standpoint, however the issue is related to a zoning code amendment and will need to go through the Planning Commission and City Council.

Caesar and Mayor Hagerty discussed the difference between the brewpub, craft brewery, and various other licenses that can be utilized by Evanston for breweries.

Mayor Hagerty expressed concerns about this opening up the opportunity to turn into a “World of Beer” type establishment as opposed to offering their own brews because of lack of success of the brew. The cost of starting and operating a brewery would dissuade people from doing that. Mayor Hagerty suggests limiting the offerings of outside beers and ciders to a small percentage of offerings in the taprooms.

Breweries are required to hold both federal and state licenses, and they are required to report their total production either at a brewery’s physical location or at a contract brewery.

Mayor Hagerty expressed the importance of limiting the expansion of the brewery liquor license so that the brewery stays true to their particular license.

Attorney Treto will get them on the Agenda for the Planning Commission and the next Liquor Control Review Board meetings.

Welsh Ryan Arena
Zubin Kammula appeared to discuss a lack of liquor license class that would cover an arena or stadium. They currently have a catering license for the Wilson Club, but they would like introduce a license class that would allow for general concessions sales for events at the Welsh Ryan Arena. Mayor Hagerty asked Deputy City Attorney Treto and Assistant City Attorney DuBose to research if Welsh Ryan could be added to an existing class of liquor licenses.

ADJOURNMENT
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H.
Hagerty, Mayor, at 11:39 a.m. February 6, 2019.

Respectfully Submitted,

Mario Treto, Jr.
Deputy City Attorney, Law Department
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF JANUARY 28, 2019

III. ITEMS FOR CONSIDERATION

(P1) Resolution 13-R-19, Approving a Plat of Resubdivision for 2102 Darrow Avenue
City staff recommends adoption of Resolution 13-R-19 approving the proposed re-subdivision of the property located at 2102 Darrow Avenue.
For Action

(P2) Ordinance 12-O-19, Granting a Special Use for a Type 2 Restaurant, Spice, at 1905 Church Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 12-O-19 granting special use approval for a Type 2 Restaurant, Spice, at 1905 Church St. in the B2 Business District and the oWE West Evanston Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Rue Simmons requests suspension of the rules for Introduction and Action at the February 11, 2019 City Council meeting.
For Introduction and Action

(P3) Ordinance 11-O-19, Granting a Special Use for a Type 2 Restaurant, Philz Coffee, at 1030 Davis Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 11-O-19 granting special use approval for a Type 2 Restaurant, Philz Coffee, at 1030 Davis St. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Wilson requests suspension of the rules for Introduction and Action at the February 11, 2019 City Council meeting.
For Introduction and Action
(P4) **Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue**

The Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief for three (3) variations. The Zoning Board of Appeals determined the proposal does not meet all Standards for Major Variation. Staff recommends approval of the proposed variations with modifications.

**For Introduction**

(P5) **Ordinance 4-O-19, Granting a Special Use Permit for a Planned Development Located at 1714-1720 Chicago Avenue and Amending the Zoning Map**

The Plan Commission and staff recommend denial of Ordinance 4-O-19 for approval of a Map Amendment from the R6 General Residential to the D3 Downtown Core Development District and a Planned Development for a 13-story office building with 112 on-site parking spaces. Passage of the Map Amendment shall require a favorable vote of three-fourths (3/4) of all the Aldermen per City Code 6-3-4-7 because a petition signed and acknowledged by 30% of owners of property within 500-feet of the subject property was submitted to the City. This Ordinance was held at the January 28, 2019 City Council meeting until February 11, 2019 for Introduction.

**For Introduction**

IV. **ITEMS FOR DISCUSSION**

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**
Planning & Development Committee Meeting
Minutes of January 28, 2019
7:00 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center


STAFF PRESENT: M. Masoncup, S. Flax, J. Leonard, S. Mangum

OTHERS PRESENT:

PRESIDING OFFICIAL: Ald. Revelle

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR
A quorum being present, Ald. Revelle called the meeting to order at 6:40 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF JANUARY 14, 2019

Ald. Wynne moved to approve the minutes of the January 14, 2019 meeting, seconded by Ald. Rue Simmons. The committee voted unanimously 6-0, to approve the January 14, 2019 minutes.

III. ITEMS FOR CONSIDERATION

(P1) Community Partners for Affordable Housing Proposal for the Continued Administration of the Inclusionary Housing Ordinance Waitlist
Staff recommends approval of $28,675 for Community Partners for Affordable Housing (CPAH) to continue administering Evanston’s Inclusionary Housing Ordinance (“IHO”) centralized waitlist and conduct income certifications and recertification of households for inclusionary units. The Housing and Homelessness Commission reviewed CPAH’s proposal at its meeting on December 6, 2018, and concluded it should receive a favorable funding recommendation. However, due to a lack of quorum, the Commission was not able to officially vote on the application. The funding source is the City’s Affordable Housing Fund (Account 250.21.5465.62490). The Affordable Housing Fund has a current uncommitted cash balance of approximately $800,000; including $50,000 budgeted for other program costs in FY2019. This item was held at the Planning & Development Committee meeting on January 14, 2019 to January 28, 2019.

For Action
Ald. Rainey moved approval of the funding as requested, seconded by Ald. Wynne. The Committee voted 6-0 to approve this item.

(P2) Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Avenue
City staff recommends a continuation of the requested zoning relief at 2626 Reese Ave. to the February 11, 2019 Planning & Development Committee meeting. Staff requests additional time to research similar developed and undeveloped 25’ wide corner lots throughout the city, which will also allow the applicant additional time to react to the comments and concerns raised at the January 14, 2019 Neighborhood Meeting.

For Introduction
Ald. Suffredin explained that the neighbors are expecting the item to return on February 11th.

Ald. Suffredin moved to table the item until the February 11, 2019 meeting, seconded by Ald. Rainey. The Committee voted 6-0 to table this item.

(P3) Ordinance 9-O-19, Granting a Special Use for a Ground-Floor Medical Office and Major Zoning Relief for No Additional Parking at 524 Main Street
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 9-O-19 granting special use approval for a ground-floor Medical Office, North Shore University Health System, and major zoning relief for no additional parking spaces where 7 additional parking spaces are required for a Medical Office, in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district. Alderman Wynne requests suspension of the rules for Introduction and Action at the January 28, 2019 City Council meeting.

For Introduction and Action
Ald. Wynne moved to introduce Ordinance 9-O-19, seconded by Ald. Rue Simmons. The Committee voted 6-0 to introduce Ordinance 9-O-19.

(P4) Ordinance 4-O-19, Granting a Special Use Permit for a Planned Development Located at 1714-1720 Chicago Avenue and Amending the Zoning Map
The Plan Commission and staff recommend denial of Ordinance 4-O-19 for approval of a Map Amendment from the R6 General Residential to the D3 Downtown Core Development District and a Planned Development for a 13-story office building with 112 on-site parking spaces. Passage of the Map Amendment shall require a favorable vote of three-fourths (3/4) of all the Aldermen per City Code 6-3-4-7 because a petition signed and acknowledged
by 30% of owners of property within 500-feet of the subject property was submitted to the City.

For Introduction

Architect, Paul Janicki, made presentation regarding RFP process, architectural design of proposed building, alley vacation, reason for 4-story parking base and 9 office levels, existing parking observations, offer to lease 50 spaces in Church Street garage, alley configuration, impacts on neighboring properties, and bird-friendly measures of the project.

Mark Tendam, opposed the project, noting impact on adjacent historic sites.

Marcia Kuhr, condominium owner at 1738 Chicago Avenue, expressed concerns with pedestrian and vehicle safety in alley, the bulk, scale, height and compatibility with adjacent buildings, and parking availability.

Joan Safford, resident, stated opposition noting DAPR and Plan Commission voted against and the zoning change does not comply with standards for a map amendment.

Sarah Schastok, stated opposition, noted differences in number of employees presented by applicant and questioned economic assumptions of the applicant.

Bruce Erenbach, noted differences in proposal with purchase and sale agreement regarding building height and number of public parking spaces.

Laurie Howick, 1738 Chicago Avenue, had questions about amount and City portion of property taxes, revenue of existing parking lot, dates of parking counts, passenger drop-offs, and the position of City to develop lot.

Austin Sherer, expressed opposition because of potential City liability for safety of alley access, loss of revenue from parking, damage to adjacent historic buildings due to shadow, and DAPR and Plan Commission votes.

Evelyn McGowan, spoke with concerns about financial health of the Women's Club.

Margie Rogasner, expressed concerns about lack of community input from child care providers, schools, and seniors, parking concerns during construction, and noted the library underground parking closes early on weekends.

John O'Malley read letter from Kevin Quinn, in support for adding to tax rolls.
Kevin Boyer, spoke in support as the building will add value to Evanston as a diverse land use.

Dulce Lopez, 1315 Darrow, expressed support based on additional property taxes, revenue from sale of property, economic impact of additional workers, and design of building.

Anya Dujik, spoke in support because of property tax revenue generated where objecting neighboring properties do not pay taxes.

Ald. Wynne, stated will vote no because the proposal is not the building in sales contract regarding height and parking and would create blind dog-leg in one of busiest alleys in City that is used by children. Office jobs are important, but it is not the right use for this lot. Concern with preservation of adjacent landmark buildings.

Ald. Fiske moved to introduce Ordinance 4-O-19, seconded by Ald. Suffredin.

Ald. Fiske, noted thoughtful process over past couple years, the need for additional office space, and feet on the street in downtown. Stated that the lot will be developed in the future and the R6 zoned for a 85-foot tall building with additional 12 feet of height and an additional 3 or 4 levels of parking would result in more intense usage of alley. Considers not providing more active ground floor retail a public benefit. Noted former Woman’s Club presidents in favor of project as was previous leadership. The developer has worked with community and offered insurance policy to neighbor for lost business. A Construction Management Plan can prevent damage to adjacent buildings. The stop sign and crosswalk will make the alley safer and other buildings will operate adequately. Could ask the developer to look at whether the building could be reduced to 11 stories and whether 74 spaces could be added back to building.

Ald. Wilson asked question regarding status of Chicago Avenue Partners LLC and noted that he has spent hours representing that the development would be within the sales contract.

Greg Stec, stated Chicago Ave Partners is an active Delaware LLC and is still intact as same team. Mr. Stec has been same developer, but with new architect and co-developer. The project is 12 ⅓ stories.

Ald. Fiske moved to hold in committee until February 11, 2019, seconded by Ald. Suffredin. The item was held in committee.

(P5) Vacation Rental License for 1945 Jackson Avenue, Apartment 1
City staff recommends approval of a Vacation Rental License for the property located at 1945 Jackson Avenue, Apartment 1. The Vacation Rental meets all of the Standards and Procedures for license approval.

**For Action**

Chair Revelle moved consideration of this item before consideration of item P4 due to the amount of discussion expected regarding P4.

Victor Melicio, property manager of this location and for a number of vacation rentals on block, stated the owner also operates conventional and Section 8 rentals at the other end of the block. The vacation rental license would offer flexibility when a unit is vacant.

Ald. Rue Simmons expressed concern with multiple vacation rentals limiting amount of naturally occurring affordable housing available to families and the number of vacation rentals on the block from the same owner.

Ald. Fiske agreed with Ald. Rue Simmons and is concerned with non-owner occupied vacation rentals.

[Ald. Wilson arrived, 6:49 pm]

Ald. Wilson noted a negative cumulative effect is part of the existing ordinance.

**Ald. Rainey moved to approve the vacation rental license, seconded by Ald. Suffredin. The Committee voted 0-7 and therefore the item was not approved.**

IV. **ITEMS FOR DISCUSSION**

V. **COMMUNICATIONS**

VI. **ADJOURNMENT**

Ald. Rainey moved to adjourn, seconded by Ald. Rue Simmons. The meeting adjourned at 7:56 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Manager
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Manager
Michael Griffith, Development Planner

Subject: Resolution 13-R-19
Rita Kats Subdivision – 2102 Darrow Avenue

Date: February 1, 2019

Recommended Action:
City staff recommends adoption of Resolution 13-R-19 approving the proposed re-subdivision of the property located at 2102 Darrow Avenue.

Livability Benefits:
Built Environment: Provide compact and complete streets and neighborhoods.

Background:
The 135’ by 169.8’ (22,923 SF) corner property is zoned R3, Two Family Residential District. The R3 district permits single-family and two-family dwellings. Currently, there is a single-family detached dwelling which is to remain and a new detached garage is under construction that replaced a detached garage. These structures are located on the proposed Lot 1.

Proposal:
The applicant, Rita Kats, is proposing to re-subdivide the property into 3 lots. Single-family residences are proposed for Lots 1 and 3, a two-family residence is planned for Lot 2. The proposed lots will meet and/or exceed the minimum lot dimension requirements for the district:

<table>
<thead>
<tr>
<th>Rita Kats Subdivision</th>
<th>Minimum Required</th>
<th>South Lot Lot 1</th>
<th>Middle Lot Lot 2</th>
<th>North Lot Lot 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>35 ft.</td>
<td>51.75 ft.</td>
<td>48.25 ft.</td>
<td>35.0 ft.</td>
</tr>
<tr>
<td>Lot Size</td>
<td>Residential use: Single-family: 5,000 sq. ft.</td>
<td>8,781 sq. ft.</td>
<td>8,187 sq. ft.</td>
<td>5,939 sq. ft.</td>
</tr>
</tbody>
</table>

265 of 385
Per Section 4-11-1, “Subdivisions,” of the City Code, the Director of the Public Works Agency and the City Engineer have reviewed the proposed subdivision and determined that all required City infrastructure already exists in the neighborhood and no new public infrastructure is needed.

Attachments:
Proposed Resolution 13-R-19
Public Works Agency Director memorandum dated February 5, 2019
A RESOLUTION

Approving a Plat of Resubdivision for
2102 Darrow Avenue

WHEREAS, pursuant to Subsection 4-11-1(B) of the Evanston City Code of 2012, as amended (the “City Code”), the City Council may approve of a plat by means of a resolution; and

WHEREAS, the City intends to resubdivide the property located at 2102 Darrow Avenue, Evanston, Illinois (the “Subject Property”), legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council hereby finds that the proposed plat complies with all applicable provisions of Title 4, Chapter 11 of the City Code, subject to certain conditions,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: Pursuant to Title 4, Chapter 11 of the City Code, the City Council hereby approves the proposed Plat of Resubdivision, attached hereto as Exhibit B and incorporated herein by reference, subject to the following conditions:

(A) The final plat of subdivision must substantially conform to the Rita Kats Subdivision plat prepared by T.K.D. Land Surveyors, Inc., attached as Exhibit B, except as such plat may be modified to conform to the City Code, Resolution, and Ordinance;
SECTION 3: The City Manager and/or his designee(s) is/are hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest, any documents necessary to implement the terms of this resolution.

SECTION 4: This resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest: __________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: __________________________, 2019
EXHIBIT A

Legal Description

PARCEL 1:
LOTS 11 AND 12 IN TRAVERS SUBDIVISION OF THE EAST HALF OF BLOCK 9 IN PAYNE’S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
LOT 9 IN TRAVERS SUBDIVISION OF THE EAST HALF OF BLOCK 9 IN PAYNE’S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
LOT 10 IN TRAVERS SUBDIVISION OF THE EAST HALF OF BLOCK 9 IN PAYNE’S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(s): 10-12-419-013-0000
10-12-419-014-0000
10-12-419-015-0000

COMMONLY KNOWN AS: 2102 Darrow Avenue, Evanston, Illinois.
EXHIBIT B

Plat of Resubdivision
Memorandum

To: Johanna Leonard, Community Development Director

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

Subject: Development at 2102 Darrow Avenue
Public Works Director Report

Date: February 5, 2019

Upon review of the proposed subdivision, and as required by Section 4-11-1 of the City Code, the Public Works Agency Director and the City Engineer submit the following report for the new subdivision located at 2102 Darrow Avenue.

**Right-of-Way to be Dedicated to the City of Evanston**
None.

**Infrastructure Easements to be Granted to the City of Evanston**
None.

**Public Improvements to be Constructed on Behalf of the City of Evanston**
There is an existing 1-inch water service line off of a 6-inch water main located within Darrow Avenue; this existing service will feed Lot 1. New water services should be tapped off of the 6-inch water main for Lots 2 and 3. Each new service should be a minimum of 2-inches in diameter and have a tapping valve at the main. Water services must have a minimum separation of 18 inches from other services.

The existing sewer lateral is located in the same trench as the existing water service. This connects to a 9-inch combined sewer main in Darrow Avenue. The existing sewer lateral can be designated for Lot 1. Lots 2 and 3 will need new individual sewer laterals connecting directly to the sewer main located in Darrow.

**Bond Requirements to Guarantee Future Infrastructure Improvements**
None.
Other Requirements
Following the subdivision, the applicant must apply to the City Engineer for new address assignments for Lots 2 and 3.
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Johanna Leonard, Community Development Director
      Scott Mangum, Planning & Zoning Manager
      Melissa Klotz, Zoning Administrator

Subject: Ordinance 12-O-19, Granting a Special Use for a Type 2 Restaurant, Spice, at 1905 Church St.

Date: January 28, 2019

Recommended Action

The Zoning Board of Appeals and City staff recommend adoption of Ordinance 12-O-19 granting special use approval for a Type 2 Restaurant, Spice, at 1905 Church St. in the B2 Business District and the oWE West Evanston Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district. Alderman Rue Simmons requests suspension of the rules for Introduction and Action at the February 11, 2019 City Council meeting.

Livability Benefits
Economy & Jobs: Retain and expand local businesses
Climate & Energy: Reduce material waste

Summary

The applicant proposes to operate Spice, a Type 2 restaurant, at 1905 Church St. The applicant will operate a family-owned, mother and daughter business specializing in authentic Jamaican meals for carry-out only in a 400 sq. ft. storefront.

The front vestibule will hold a limited number of customers as they order food or wait in line, but no dine-in seating is proposed. The business will operate from 9am – 9pm daily. Deliveries will occur daily by the operator using a passenger vehicle that will either park on the street or at the rear of the property. No truck deliveries are anticipated. The space features one bathroom at the rear for employee use only. Trash pickup occurs via the rear. The applicant agrees to follow sustainable practices including recycling.
Since customer seating is not proposed, a customer bathroom is not required. No changes to the façade are proposed. City staff is not aware of opposition to the proposed special use.

**Comprehensive Plan**
The Evanston Comprehensive General Plan encourages the utilization of existing commercial properties that encourage economic vitality. The Comprehensive Plan specifically includes:

- **Objective:** Promote the growth and redevelopment of business, commercial, and industrial areas.

- **Objective:** Retain and attract businesses in order to strengthen Evanston’s economic base.

The special use for a Type 2 Restaurant will allow a locally owned and operated business to thrive in Evanston.

**Legislative History**
January 15, 2019: The ZBA unanimously recommended approval of the special use for a Type 2 Restaurant, Spice, with the following conditions:

1. Hours of operation shall not exceed 8am-10pm.
2. Employees shall not use street parking on Church St. & Dodge Ave.
3. Sustainability Plan required including no Styrofoam.

**Attachments**
Provisional Ordinance 12-O-19
January 15, 2019 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
January 15, 2019 ZBA Packet –
https://www.cityofevanston.org/home/showdocument?id=46312
AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 1905 Church Street in the B2 Business District and the oWE West Evanston Overlay District (“Spice”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on January 15, 2019, pursuant to proper notice, to consider case no. 18ZMJV-0105, an application filed by Jacqueline B. Hoffman (the “Applicant”), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1905 Church Street (the “Subject Property”) and located in the B2 Business District and oWE West Evanston Overlay District, for a Special Use Permit to establish, pursuant to Subsection 6-9-3-3 and 6-15-15 of the Evanston City Code, 2012, as amended (“the Zoning Ordinance”), a Type 2 Restaurant, “Spice,” on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Type 2 Restaurant met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of February 11, 2019, 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-0105; and
WHEREAS, at its meetings of February 11, 2019, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant on the Subject Property as applied for in case no. 18ZMJV-0105.

SECTION 3: Pursuant to Subsection 6-9-3-3 and 16-15-15 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant dated December 13, 2019. Additionally the Applicant will not use Styrofoam at the Subject Property.

B. Hours of Operation: The Applicant may operate the Type 2 Restaurant authorized by this ordinance only between the hours of 8:00 a.m. and 10:00 p.m. on any given day.

C. Employee Parking: Employees may not utilize metered street parking surrounding the Subject Property during the hours of operation.

D. Recordation: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.
SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019  
Approved:

Adopted: _________________, 2019  
______________________________, 2019

______________________________
Stephen H. Hagerty, Mayor

Attest:  
Approved as to form:

Devon Reid, City Clerk  
Michelle L. Masoncup, Corporation Counsel

~3~
EXHIBIT A

LEGAL DESCRIPTION

Lots 53-57 in Block 1 in J.S. Hovland's Evanston Subdivision of the Southeast Quarter of the Northwest Quarter of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 10-13-119-078-0000

Commonly Known As: 1905 Church Street, Evanston, Illinois.
MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, January 15, 2019
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Scott Gingold, Mary Beth Berns, Myrna Arevalo, Mary McAuley, Kiril Mirintchev

Members Absent: Violetta Cullen

Staff Present: 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 December 18, 2018, which were seconded by Ms. Dziekan and approved 3-0 with three abstentions.

New Business
Mr. Mirintchev recused himself from the case as his architecture firm is contracted with the applicant.

1905 Church St. ZBA 18ZMJV-0105
Jacqueline B. Hoffman, lessee, applies for a special use permit for a Type 2 Restaurant, Spice, in the B2 Business District (Zoning Code Section 6-9-3-3) and the oWE West Evanston Overlay District (Zoning Code Section 6-15-15). 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.

Ms. Klotz read the case into the record.

Jacqueline Hoffman, applicant, explained the proposal:
- Plan to open a family oriented business that is owned and operated by family.
- Operator does not have any other restaurant, but currently caters for friends and other groups in the neighborhood
- Hours of operation are planned for 9am - 8 or 9pm
- Street parking is typically available
- 2 employees with 1 vehicle total
- 1 vehicle - will park on the street

Ms. McAuley noted the operator should get in touch with the Church St. Merchants' Association if that group still meets.
• Trash pickup is done by Groot and the operator will see what options they have for recycle and composting.
• Deliveries will occur by passenger vehicle daily by the operator, via the rear.
• Plan to sign a 3 year lease.
• The space has been vacant for about 6 months.

Carlis Sutton, 1813 Darrow Ave., would like to see the restaurant approved.

Deliberation:
Ms. Arevalo noted it is a good project that should be approved. Ms. Dziekan agreed and commended the applicant for being flexible on DAPR concerns such as no styrofoam.

Ms. Klotz noted a nearby Type 2 Restaurant, Papa Philly’s, is restricted to hours of 10am-10pm, and Chair Berns noted the convenience store next door is open by 8am.

Standards:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Mr. Gingold motioned to recommend approval of the special use for a Type 2 Restaurant with the following conditions:
1. Hours of operation shall not exceed 8am-10pm.
2. Employees shall not use metered parking on Church St. & Dodge Ave.
3. Sustainability Plan required including no Styrofoam.

The motion was seconded by Ms. Arevalo and unanimously recommended for approval.
In the case of

Case Number: 18ZMJV-0105
Address or Location: 1905 Church St.
Applicant: Jacqueline B. Hoffman, lessee
Proposed Special Use: Type 2 Restaurant, Spice

After conducting a public hearing on January 15, 2019, 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><strong>X</strong> Met __Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td><strong>X</strong> Met __Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td><strong>X</strong> Met __Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td><strong>X</strong> Met __Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
</tbody>
</table>
(E) It can be adequately served by public facilities and services

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(F) It does not cause undue traffic congestion;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(G) It preserves significant historical and architectural resources;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(H) It preserves significant natural and environmental features; and

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>6-0</td>
</tr>
</tbody>
</table>

**and, based upon these findings, and upon a vote**

6 in favor & 0 against

**Recommends to the City Council**

- approval without conditions
- denial of the proposed special use
- approval with conditions specifically:

1. Hours of operation shall not exceed 8am-10pm.
2. Employees shall not use street parking on Church St. & Dodge Ave.
3. Sustainability Plan required including no Styrofoam.

**Attending:**

<table>
<thead>
<tr>
<th>Vote</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aye</td>
<td>Mary Beth Berns</td>
</tr>
<tr>
<td>X</td>
<td>Myrna Arevalo</td>
</tr>
<tr>
<td>X</td>
<td>Scott Gingold</td>
</tr>
<tr>
<td>_____</td>
<td>Violetta Cullen</td>
</tr>
<tr>
<td>X</td>
<td>Lisa Dziekan</td>
</tr>
<tr>
<td>X</td>
<td>Mary McAuley</td>
</tr>
<tr>
<td>X</td>
<td>Kiril Mirintchev</td>
</tr>
</tbody>
</table>

**Vote:**

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Johanna Leonard, Community Development Director
      Scott Mangum, Planning & Zoning Manager
      Melissa Klotz, Zoning Administrator

Subject: Ordinance 11-O-19, Granting a Special Use for a Type 2 Restaurant, Philz Coffee, at 1030 Davis St.

Date: February 5, 2019

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 11-O-19 granting special use approval for a Type 2 Restaurant, Philz Coffee, at 1030 Davis St. in the D2 Downtown Retail Core District. The applicant has complied with all zoning requirements and meets all of the standards for a special use for this district.

Livability Benefits
Economy & Jobs: Retain and expand local businesses
Climate & Energy: Reduce material waste

Summary
The applicant proposes to operate Philz Coffee, a Type 2 Restaurant, at 1030 Davis St. Philz Coffee is a chain based out of California that specializes in coffee beverages that are not milk-based. Philz Coffee will occupy the corner space at 1030 Davis St. and the rear portion of the space fronting Oak Ave. will be divided for a separate tenant.

The proposed menu consists of a variety of coffee as well as light pastry items. The restaurant will operate seven days a week from 6am – 10pm. 4-10 employees will work per shift. There is no on-site parking, so employees will be encouraged to utilize public transportation and will not park in metered spaces on the street. Delivery vehicles will park in the private alley directly behind the building and will be walked down the Oak Ave. sidewalk. Most deliveries will occur in the early morning prior to rush hour. Trash will be stored in a shared space at the rear of the property and composting and recycling will occur whenever possible.
The DAPR Committee requested a bicycle rack be placed near the business, and the ZBA agreed but noted the bike rack should not be placed in the public sidewalk bump out where a planter is currently located.

The storefront windows on Davis St. will be replaced with windows that open for customer ambiance. Oak Ave. windows will also be replaced and will remain transparent as an active storefront. City staff is not aware of any objections to this proposal.

**Comprehensive Plan**
The Evanston Comprehensive General Plan encourages the utilization of existing commercial properties that encourage economic vitality. The Comprehensive Plan specifically includes:

- **Objective:** Promote the growth and redevelopment of business, commercial, and industrial areas.
- **Objective:** Retain and attract businesses in order to strengthen Evanston's economic base.

The special use for a Type 2 Restaurant will allow a locally owned and operated business to expand in Evanston.

**Legislative History**
January 15, 2019: The ZBA unanimously recommended approval of the special use for a Type 2 Restaurant, Philz Coffee, with the following conditions:

1. Hours of operation shall not exceed 6am - 10pm.
2. Employees shall not park on the street.
3. Implementation of Sustainability Plan.
4. Installation of a bike rack at an appropriate location not on the corner sidewalk bump out.
5. Substantial compliance with the documents and testimony on record.

**Attachments**
Proposed Ordinance 11-O-19
January 15, 2019 ZBA Draft Meeting Minutes Excerpt
ZBA Findings
January 15, 2019 ZBA Packet –
https://www.cityofevanston.org/home/showdocument?id=46312
AN ORDINANCE

Granting a Special Use Permit for a Type 2 Restaurant Located at 1030 Davis Street in the D2 Downtown Retail Core District ("Philz Coffee")

WHEREAS, the Zoning Board of Appeals ("ZBA") met on January 15, 2019, pursuant to proper notice, to consider case no. 18ZMJV-0104, an application filed by Marty Cless (the "Applicant"), property owner of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1030 Davis Street (the "Subject Property") and located in the D2 Downtown Retail Core District, for a Special Use Permit to establish, pursuant to Subsection 6-11-3-4 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a Type 2 Restaurant, "Philz Coffee," on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Type 2 Restaurant met the standards for Special Uses in Section 6-3-5 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of February 11, 2019, 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-0104; and
WHEREAS, at its meetings of February 11, 2019, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

SECTION 1: The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby approves the Special Use Permit for a Type 2 Restaurant on the Subject Property as applied for in case no. 18ZMJV-0104.

SECTION 3: Pursuant to Subsection 6-9-5-3 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant's Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

A. **Compliance with Applicable Requirements**: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant's testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case, including but not limited to: the Sustainability Practices for Type 2 Restaurants submitted by the Applicant dated December 19, 2018.

B. **Employee Parking**: The Applicant or its Employees shall not park on the streets near the Subject Property. The Applicant agrees to enter into agreements for off-site parking as needed.

C. **Bike Rack**: The Applicant shall install a bike rack at an appropriate location adjacent to the Subject Property. The bike rack should not be installed on the corner sidewalk bump out.

D. **Recordation**: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.
SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019

Approved:

Adopted: _________________, 2019

_______________________________, 2019

_______________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 135.0 FEET OF THE WEST 51 FEET 8 7/8 INCHES OF LOT 6 IN BLOCK 62 IN EVANSTON SUBDIVISION IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-309-032-0000

COMMONLY KNOWN AS: 1030 Davis Street, Evanston, Illinois.
MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, January 15, 2019
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Scott Gingold, Mary Beth Berns, Myrna Arevalo, Mary McAuley, Kiril Mirintchev

Members Absent: Violetta Cullen

Staff Present: 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 December 18, 2018, which were seconded by Ms. Dziekan and approved 3-0 with three abstentions.

New Business
Mr. Mirintchev recused himself from the case as his architecture firm is contracted with the applicant.

1030 Davis St.        ZBA 18ZMJV-0104
Marty Cless, property owner, applies for a special use permit for a Type 2 Restaurant, Philz Coffee, in the D2 Downtown Retail Core District (Zoning Code Section 6-11-3-4). 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.

Marty Cless, property owner, explained the proposal:
- The building is being divided into 2 spaces and Philz will occupy the north unit.
- Employees will be encouraged to utilize public transportation or will park in a City garage or elsewhere off of the street.
- The other unit is in lease negotiations with a chiropractic office that is currently located in the 500 block of Davis St.
- Philz is largely based out of California, but has 5 stores in Washington D.C. They are under lease now in Wicker Park, Hyde Park, another in Chicago, and the Evanston location.
- There are over 20 coffee blends available and every cup is made to order.
- Pastries from a local bakery and light menu of breakfast sandwiches will be offered.
- Hours of operation will be 6am - 8pm and 7am-7pm on weekends.
• 4-10 employees will work per shift.
• At other locations, 90% of employees take public transportation or bike to the facility.
• Trash will be taken out the Oak Ave. entrance and wheeled down the sidewalk to the rear alley.
• Deliveries will occur in the rear alley and will be done by vans.
• Trash is typically taken out twice a day - the business is ecofriendly and composts a lot of the waste.
• There is a bicycle rack by the post office and a seasonal bicycle rack across the street. Another bicycle rack could be added if needed, but the preference is not to locate it in the sidewalk bump out as suggested by DAPR.
• All storefront windows will be transparent.
• The entire building will get new windows and the Davis St. windows will open and have air curtains.

Ms. Dziekan asked if the applicant analyzed the market to determine if Evanston needs another coffee shop, and the applicant responded yes but also noted this is a different type of coffee - it is not milk based like most coffee shops, and coffee is ground and brewed right in front of customers. The space is intended to be a gathering location.

Deliberation:
Ms. Dziekan noted she is excited to see this street corner activated, and believes there is still room in the coffee market in Evanston based on how busy other coffee shops are and lack of available seating. Mr. Gingold agreed.

Ms. McAuley added this business already has a successful prototype so she is excited to watch them succeed at this location. Ms. Arevalo and Mr. Mirintchev agreed. Mr. Mirintchev supported adding a bike rack.

Chair Berns agreed, and agreed a bike rack should not be located in the sidewalk bump out, but felt a bike rack south of the bus stop in the greenspace is needed.

Standards:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Mr. Gingold motioned to recommend approval of the special use with conditions:
1. Hours of operation shall not exceed 6am - 10pm.
2. Employees shall not park on the street.
3. Implementation of Sustainability Plan.
4. Installation of a bike rack at an appropriate location not on the corner sidewalk bump out.
5. Substantial compliance with the documents and testimony on record. Ms. Dziekan seconded the motion, which was unanimously approved.
After conducting a public hearing on January 15, 2019, 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><em>X</em> Met  _____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td><em>X</em> Met  _____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td><em>X</em> Met  _____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td><em>X</em> Met  _____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(E) It can be adequately served by public facilities and services</td>
<td>X Met</td>
</tr>
<tr>
<td>(F) It does not cause undue traffic congestion;</td>
<td>X Met</td>
</tr>
<tr>
<td>(G) It preserves significant historical and architectural resources;</td>
<td>X Met</td>
</tr>
<tr>
<td>(H) It preserves significant natural and environmental features; and</td>
<td>X Met</td>
</tr>
<tr>
<td>(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.</td>
<td>X Met</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote

6 in favor & 0 against

**Recommends to the City Council**

approval without conditions

denial of the proposed special use

approval with conditions specifically:

1. Employees shall not park on the street.
2. Installation of a bike rack at an appropriate location that is not on the corner sidewalk bump out.
3. Substantial compliance with the documents and testimony on record including Sustainability Plan.

**Attending:**

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Mary Beth Berns

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Myrna Arevalo

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Scott Gingold

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Violetta Cullen

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Lisa Dziekan

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Mary McAuley

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Kiril Mirintchev

P L A N N I N G  A N D  Z O N I N G  D I V I S I O N  
847-448-8230  
zoning@cityofevanston.org
Community Development Department
2100 Ridge Ave., Rm. 3202  Evanston, IL 60201

www.cityofevanston.org/zoning

294 of 385
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 Manager
Melissa Klotz, Zoning Administrator

Subject: Ordinance 112-O-18 Granting Major Zoning Relief for Building Lot Coverage, Setbacks, and Open Parking at 2626 Reese Ave.

Date: February 5, 2019

Recommended Action
The Zoning Board of Appeals recommends denial of Ordinance 112-O-18 for major zoning relief for the following:

- 42.5% building lot coverage where a maximum 30% is allowed
- 3’ south interior side yard setback where 5’ is required for the principal structure
- 3.5’ street side yard setback where 15’ is required for the principal structure, 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

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.

Staff recommends approval of the proposed variations with modifications to eliminate the one open parking space and therefore reduce the building lot coverage to 36.5% (to provide better vision clearance when exiting the alley), and to reduce the bulk of the house by utilizing a gable or hip roofline above the first floor to create a 1.5-story house with the same or less peak height of 23.7’ as the current proposal.

City staff also recommends the property located at 2626 Reese Ave. and other similar properties be reaffirmed as buildable lots since data collected (attached)
summarizes similarly sized corner properties and indicates such properties have historically been allowed residential development with appropriate variations that are similar to the existing housing stock of the surrounding neighborhood.

**Livability Benefits**  
Built Environment: Provide People-Friendly Streets, Buildings, Parks, and Neighborhoods

**Summary**  
At the December 10, 2018 P&D meeting, the Committee requested a Neighborhood Meeting among the applicant and neighbors to work through development issues and find an appropriate solution to the property’s constraints. A Neighborhood Meeting was held on January 14, 2019, where the applicant presented four different styles of homes with varying site plans, building footprints, parking, and building height were examined. The applicant hoped to poll attending neighbors on the varying options presented to then combine into one proposal to move forward with, but neighbors declined to participate in the polling. Neighbors noted they did not have ample time to review each plan in detail and consider the implications of each option, and the plans were not specific enough since stock internet images were used for the elevations. The meeting concluded with disagreement and nothing new to move forward with, but the most-noted concerns from neighbors were: building height, bulk, interior side yard and street side yard setbacks, open parking space safety, drainage and storm water retention, heritage tree roots, and impact of construction on neighboring residence. Detailed accounts of the Neighborhood Meeting were provided by one neighbor who volunteered during the meeting, and by the applicant, and are attached.

The P&D Committee also requested staff research similar corner properties throughout the city so that the Committee could better compare the current proposal to existing developed substandard corner lots. Staff compiled a list of 22 residential corner properties throughout the city that are less than 30’ in width. Any such property would require multiple variations to be built upon.

The 22 residential properties (full data attached) staff located are all developed. Staff is not aware of any vacant substandard corner lots in the city other than 2626 Reese Ave. However, staff is aware of multiple vacant substandard infill properties that feature the same zoning issues for development. For instance, 1918 Noyes St. is a substandard lot in the R1 District and is 17 feet wide and 2,546 sq. ft. The property is currently for sale, and staff has fielded multiple phone calls explaining the zoning relief process to interested parties who want to build a 10 foot wide single family residence on the lot. The 22 properties were analyzed by lot width, lot size, year constructed, building height, front yard setback, street side yard setback, house footprint, and building lot coverage. All data was estimated by GIS measurements.

The data concluded the following:
- **Lot Width**: Of the 22 substandard lots, 9 of the lots are 25 feet wide like 2626 Reese Ave. Substandard lots 30-35 feet in width are numerous throughout the city and were therefore not analyzed.

- **Lot Size**: The largest lot size is 4,231 sq. ft. while the smallest lot size is 1,954 sq. ft. The average lot size is 3.203 sq. ft., which is smaller than 2626 Reese Ave.

- **Year Constructed**: The year constructed varied from 1901 (prior to zoning regulations) to 2000 (current Zoning Ordinance in effect). Most were constructed in the 1910’s – 60’s.

- **Height**: Building height varied from small one-story homes to moderate sized 2.5 story homes. In every case, the building height and bulk mimicked the surrounding neighborhood height and bulk, or were smaller.

- **Front Yard Setback**: The front yard setbacks vary from 0 – 44 feet. In every case, the front yard setback aligns with or closely aligns with the surrounding block’s front yard setback.

- **Street Side Yard Setback**: The street side yard setback varies from 0 – 15 feet. The average of 2.5 feet is closer to the property line than the 2626 Reese Ave. proposal.

- **House Footprint**: The house footprint averages 1,018 sq. ft. which is larger than the 2626 Reese Ave.‘s 945 sq. ft. footprint.

- **Building Lot Coverage**: The average building lot coverage is 41.5% which is one percent less than the 2626 Reese Ave. proposal.

Based on the analysis, the house proposed at 2626 Reese Ave. proposal is comparable or smaller in all categories except for height and building lot coverage. The proposed height is a 2-story gambrel roof with a peak height of 23.7 feet. Neighboring houses feature similar peak heights. However, the vast majority of neighboring houses are one or 1.5-stories so there is little bulk above the first floor. The proposed gambrel roof style creates too much second story bulk to seamlessly blend into the neighborhood. Therefore, staff recommends the condition the house must feature a hip or gambrel roof style above the first floor with a peak height no taller than 23.7 feet (as currently proposed). The condition will limit the bulk of the house to a comparable size within the surrounding neighborhood.
The applicant requests building lot coverage of 42.5% where 30% is allowed, and where the average among other substandard corner lots is 41.5%. One way to reduce the building lot coverage is by eliminating the open parking space at the rear of the property (open parking counts as 200 sq. ft. of building lot coverage so that it could potentially be enclosed at a later date). Eliminating the open parking space reduces the building lot coverage to 36.5%, which is well below the average building lot coverage of the lots analyzed. Some neighbors feel the open parking space is hazardous since an SUV parked there would limit visibility of vehicles exiting the alley without a clear view of the sidewalk. The elimination of the parking space would improve visibility and safety. Therefore, staff recommends a condition to remove the open parking space and the building lot coverage is therefore limited to 36.5%. The condition will reduce the building lot coverage to a comparable coverage with the surrounding neighborhood while also improving safety.

Concerns other than the bulk, building lot coverage, and open parking space that were raised at the Neighborhood Meeting include:

- **Interior side yard setback**: 3 feet is requested, which is common throughout many neighborhoods throughout the city including many properties in the immediate block.

- **Street side yard setback**: 3.5 feet is proposed, which is one foot further away from the property line than the average of the 22 analyzed properties of similar substandard width. While a 3.5 foot street side yard setback is not ideal, it is not detrimental either. Many blocks in Evanston feature properties with little or no street side yard setback (including on properties that are not substandard in width) such as Barton Ave. in south Evanston.

- **Drainage and storm water retention**: The proposal complies with the maximum allowed impervious surface coverage, and requires a drainage plan with approval by a City engineer prior to permit issuance. Engineering review will not allow storm water to drain towards adjacent properties or onto the public sidewalk.

- **Heritage tree roots**: There is one mature tree in the right of way and one mature tree on the neighboring property. Both trees likely have root structures that extend into the 2626 Reese Ave. property. As with other similar cases, tree roots would be disturbed due to construction of the basement, but mature trees are typically hearty and overcome this type of disturbance to continue thriving for years. Additional measures could be taken such as root pruning by an arborist to further ensure the trees thrive.

- **Impact of construction on neighboring residence**: Construction would include digging a basement 6 feet from the neighboring house. Situations like this occur regularly throughout Evanston and require a Construction Management Plan that includes documentation of the conditions of the neighboring property and shoring plans. Damage to adjacent properties is not typical, but if it did occur the applicant would be held liable.
Overall, existing lots similar to 2626 Reese Ave. should be considered buildable lots, but can only be built upon if appropriate zoning relief is granted. Appropriate zoning relief is determined by comparing similar conditions throughout a neighborhood, addressing potential concerns, and assessing whether the variations requested meet the Standards for Approval. In the case of 2626 Reese Ave., with the additional conditions suggested by staff to reduce the building bulk and increase visibility to the alley, the Standards have been met. Smaller homes such as what is appropriate to construct at 2626 Reese Ave. should continue to be constructed throughout Evanston to provide starter homes and homes that are available at a lower price point than the average Evanston home price.

**Legislative History**

January 28, 2019 – The case was held to the February 11, 2019 P&D Committee meeting to allow more time for the applicant to consider concerns stated at the Neighborhood Meeting and for staff to conduct research on other substandard corner lots.

January 14, 2019 – A Neighborhood Meeting was held for neighbors and the applicant to discuss alternative design options and address concerns related to the project. Neighbors and the applicant failed to agree on design changes so no modifications to the proposal were made following the meeting.

December 10, 2018 – The case was held to the January 28, 2019 P&D Committee meeting to allow time for a Neighborhood Meeting, for the applicant to consider modifications to the proposal, and for staff to conduct research on other substandard corner lots.

November 12, 2018 – The case was held to the December 10, 2018 P&D Committee meeting to allow time for the applicant to consider modifications to the proposal.

September 25, 2018 – The case was heard by the ZBA and unanimously recommended for denial.

**Attachments**

- Proposed Ordinance 112-O-18
- Staff Research of Substandard Corner Lots
- Neighborhood Meeting Summary (from resident) – January 14, 2019
- Neighborhood Meeting Summary (from applicant/property owner) – January 14, 2019
- Letters/Questions for P&D Committee/Corporation Council (from applicant)
- Neighborhood Meeting Presentation (from applicant/property owner) – January 14, 2019
- Additional Research (from applicant/property owner)
- Letter of Opposition
- P&D Packet – December 10, 2018 (begins p. 826)
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 meetings of November 12, 2018, December 10, 2018, January 28, 2019, and February 11, 2019, 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 February 11, 2019 and February 25, 2019, the City Council considered and adopted the recommendation of the P&D Committee,

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

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection
6-3-8-10-(D) of the Zoning Ordinance, the Major Variations on the Subject Property applied for in case no. 18ZMJV-0078 and described hereinabove.

SECTION 3: The Major Variations approved hereby are as follows:

(A) To permit a building lot coverage of 42.5% on the Subject Property. Subsection 6-8-2-7 of the Zoning Ordinance requires a maximum building lot coverage of thirty percent (30%) on the Subject Property.

(B) To permit a south interior side yard setback of three (3) feet. Subsections 6-8-2-8(A)(3) requires a minimum five (5) foot south interior side yard setback on the Subject Property.

(C) To permit a three and a half (3.5) foot street side yard setback on Hartzell Street for the principal structure. Subsection 6-8-2-8(A)(2) requires a minimum fifteen (15) foot street side yard setback on the Subject Property.

(D) To permit an eight and a half (8.5) foot street side yard setback on the Subject Property. Subsection 6-8-2-8(C)(2) requires a minimum fifteen (15) feet for a deck on the Subject Property.

(E) To permit a ten (10) foot street side yard setback for the accessory structure. Subsection 6-8-2-8(C)(2) requires a minimum fifteen (15) foot street side yard setback for an accessory structure on the Subject Property.

(F) To permit a one (1) foot street side yard setback for open parking on the Subject Property. Subsection 6-8-2-8(C)(2) requires a fifteen (15) foot street side yard setback for open parking on the Subject Property.

SECTION 4: Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) Compliance with Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with all applicable legislation, with the testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council, and the approved plans and documents on file in this case.

(B) Recordation: The Applicant shall, at its cost, record a certified copy of this ordinance, including all Exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any construction permits pursuant to the Major Variation authorized hereby.
SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

SECTION 6: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 10: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced:___________________, 2019

Adopted:___________________, 2019

Approved:___________________, 2019

________________________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

________________________________________
Devon Reid, City Clerk

________________________________________
Michelle L. Masoncup, Corporation Counsel
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.
<table>
<thead>
<tr>
<th>Location</th>
<th>Lot Dimensions</th>
<th>Lot Size</th>
<th>Year Constructed</th>
<th>Building Height</th>
<th>Front Yard</th>
<th>Street Side Yard</th>
<th>House Footprint</th>
<th>Building Lot Coverage Footprint</th>
<th>Building Lot Coverage (including garage, porch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2626 Reese Ave. ZBA Proposal</td>
<td>25 x 133</td>
<td>3,325</td>
<td>proposed</td>
<td>1.5 stories</td>
<td>19.5'</td>
<td>3.5</td>
<td>945</td>
<td>1414</td>
<td>42.5%</td>
</tr>
<tr>
<td>2400 Cowper Ave.</td>
<td>25 x 125</td>
<td>3,147</td>
<td>1915</td>
<td>1.5 stories</td>
<td>21'</td>
<td>2'</td>
<td>1100</td>
<td>1470</td>
<td>46.7%</td>
</tr>
<tr>
<td>2000 Foster St.</td>
<td>28 x 125</td>
<td>3,484</td>
<td>1926</td>
<td>1.5 stories</td>
<td>17'</td>
<td>2'</td>
<td>650</td>
<td>1250</td>
<td>35.9%</td>
</tr>
<tr>
<td>1944 Wesley Ave.</td>
<td>25 x 150</td>
<td>3,732</td>
<td>1911</td>
<td>2 stories</td>
<td>22.5'</td>
<td>0'</td>
<td>900</td>
<td>900</td>
<td>24.1%</td>
</tr>
<tr>
<td>2300 Emerson St.</td>
<td>28 x 125</td>
<td>3,503</td>
<td>1948</td>
<td>2 stories</td>
<td>27'</td>
<td>4'</td>
<td>570</td>
<td>970</td>
<td>16.3%</td>
</tr>
<tr>
<td>2017 Church St.</td>
<td>28 x 155</td>
<td>3,511</td>
<td>1962</td>
<td>1 story</td>
<td>26'</td>
<td>2'</td>
<td>1200</td>
<td>1400</td>
<td>39.9%</td>
</tr>
<tr>
<td>1600 Dempster St.</td>
<td>27 x 130</td>
<td>3,533</td>
<td>1913</td>
<td>2.5 stories</td>
<td>27'</td>
<td>0'</td>
<td>1100</td>
<td>1640</td>
<td>46.4%</td>
</tr>
<tr>
<td>1300 Ashland Ave.</td>
<td>27 x 110</td>
<td>3,174</td>
<td>1901</td>
<td>2 stories</td>
<td>13'</td>
<td>6'</td>
<td>445</td>
<td>675</td>
<td>21.3%</td>
</tr>
<tr>
<td>1533 Crain St./1137 Florence Ave.</td>
<td>25 x 75</td>
<td>1,954</td>
<td>1929</td>
<td>2 stories</td>
<td>3'</td>
<td>0'</td>
<td>1440</td>
<td>1440</td>
<td>73.7%</td>
</tr>
<tr>
<td>1047 Dewey Ave./1620 Greenleaf St.</td>
<td>25 x 90</td>
<td>2,205</td>
<td>1926</td>
<td>1.5 stories</td>
<td>0'</td>
<td>0'</td>
<td>1225</td>
<td>1605</td>
<td>72.8%</td>
</tr>
<tr>
<td>1527 Lee St.</td>
<td>27 x 100</td>
<td>2,775</td>
<td>1920</td>
<td>1.5 stories</td>
<td>10'</td>
<td>0'</td>
<td>980</td>
<td>1360</td>
<td>49.0%</td>
</tr>
<tr>
<td>1000 Florence Ave.</td>
<td>25 x 170</td>
<td>4,231</td>
<td>1913</td>
<td>1.5 stories</td>
<td>12'</td>
<td>2'</td>
<td>940</td>
<td>1520</td>
<td>35.9%</td>
</tr>
<tr>
<td>531 Wesley Ave.</td>
<td>25 x 125</td>
<td>3,133</td>
<td>1961</td>
<td>1 story</td>
<td>26'</td>
<td>1.5'</td>
<td>1160</td>
<td>1560</td>
<td>49.8%</td>
</tr>
<tr>
<td>145 Ridge Ave.</td>
<td>28 x 135</td>
<td>3,776</td>
<td>1957</td>
<td>2 stories</td>
<td>27'</td>
<td>3'</td>
<td>790</td>
<td>1290</td>
<td>34.2%</td>
</tr>
<tr>
<td>304 Elmwood Ave.</td>
<td>25 x 125</td>
<td>3,083</td>
<td>1954</td>
<td>1 story</td>
<td>44'</td>
<td>1'</td>
<td>1250</td>
<td>1530</td>
<td>49.6%</td>
</tr>
<tr>
<td>503 Custer Ave.</td>
<td>50 x 50</td>
<td>3,229</td>
<td>1918</td>
<td>2.5 stories</td>
<td>0'</td>
<td>15'</td>
<td>1345</td>
<td>1345</td>
<td>41.7%</td>
</tr>
<tr>
<td>701 Reba Pl.</td>
<td>25 x 100</td>
<td>2,419</td>
<td>1906</td>
<td>2 stories</td>
<td>28'</td>
<td>0'</td>
<td>1175</td>
<td>1175</td>
<td>48.6%</td>
</tr>
<tr>
<td>2910 Park Pl.</td>
<td>25 x 145</td>
<td>3,605</td>
<td>1929</td>
<td>2 stories</td>
<td>14'</td>
<td>0'</td>
<td>1330</td>
<td>1860</td>
<td>51.6%</td>
</tr>
<tr>
<td>2710 Woodbine Ave.</td>
<td>60 x 90 triangle</td>
<td>2,908</td>
<td>1916</td>
<td>2 stories</td>
<td>13'</td>
<td>5'</td>
<td>1010</td>
<td>1010</td>
<td>34.7%</td>
</tr>
<tr>
<td>2048 Pratt Ct.</td>
<td>27 x 95</td>
<td>2,568</td>
<td>1932</td>
<td>2.5 stories</td>
<td>24'</td>
<td>0'</td>
<td>1050</td>
<td>1140</td>
<td>44.4%</td>
</tr>
<tr>
<td>2300 Emerson St.</td>
<td>28 x 125</td>
<td>3,503</td>
<td>1948</td>
<td>2 stories</td>
<td>27'</td>
<td>3.5'</td>
<td>600</td>
<td>600</td>
<td>17.1%</td>
</tr>
<tr>
<td>2128 Emerson St.</td>
<td>28 x 125</td>
<td>3,495</td>
<td>1963</td>
<td>1 story</td>
<td>24'</td>
<td>3.5'</td>
<td>1200</td>
<td>1400</td>
<td>40.1%</td>
</tr>
<tr>
<td>1928 Foster St.</td>
<td>27 x 125</td>
<td>3,504</td>
<td>2000</td>
<td>2 stories</td>
<td>24'</td>
<td>4'</td>
<td>950</td>
<td>1350</td>
<td>38.5%</td>
</tr>
<tr>
<td>Average:</td>
<td></td>
<td>3,203</td>
<td></td>
<td></td>
<td></td>
<td>2.5</td>
<td>1018.6</td>
<td>1276.8</td>
<td>41.5%</td>
</tr>
</tbody>
</table>
Dear Melissa,

As promised, here are the notes on the meeting of 14-Jan. The applicant invited neighbors to this meeting to discuss some proposals for 2626 Reese Ave. The presented options were stock house plans obtained from the internet that had been minimally modified to demonstrate how they might fit within the lot. The applicant stated at the beginning and repeated during the presentation that none of the options presented were necessarily acceptable to the applicant as presented, nor necessarily economically feasible for the applicant. They were only meant to represent some alternative style approaches. Many in attendance were disappointed as this was not what we had expected from this meeting.

In discussing options for development, the neighbors outlined 5 items that have been brought up in the prior ZBA and P&D meetings as characteristics that are important to many of the neighbors. These are not the only items that are relevant to neighbor input, but we believe they represent key characteristics for any proposal.

**Water** – the proposed full basement and lot coverage will make current drainage issues for all neighbors worse. If a proposal were to only have a pad, not a basement, and minimize the lot coverage, then that could help address these issues. Furthermore, to avoid the issues with sump pump exit water in the alley causing sheets of ice in the winter, the City should allow any drainage to go underground from the property to the storm sewer in the alley.

**Safety** – the neighborhood has many children, including children walking to Willard school every day, and the alley traffic from the commercial alley behind the property makes alley visibility a concern. Maintaining the sight triangle at the alley would be an important step to addressing this concern.

**Safety** – the house to the south of the property is old and consistent concerns have been raised about the possible impact of construction on that house. One way to help reduce the concern would be to maintain the 5’ setback from the south lot line for all construction and to have a formal shoring plan. Another way to demonstrate the seriousness of this item would be for the applicant to offer to post a bond for any potential damage to the house at 2624 Reese.

**Trees** – a concern shared by the neighbors and the City is for the heritage trees within Evanston. There are two heritage trees that could be impacted by development on this property, one on the property, and one located on the property of 2624 Reese. In other northern suburban cities, builders are required to have an arborist prepare a plan to protect the trees and to post a bond for the value of the trees. It seems like that could be an appropriate action for this proposal also.

**Appropriateness** – Any new construction should, to the extent possible, fit into the existing styles and design patterns within the neighborhood. A number of new houses in the neighborhood have been built that did fit very well because this was a concern taken into account. We ask that this continue to be an aspect of any proposal.

As requested by the P&D at the last meeting, it would be instructional to understand what the outcome has been for any previous proposed development on 25 foot wide, corner lots, with commercial alleys. While every development is unique, and any prior development is not a strict precedent, past development decisions can help to inform current decisions.

The neighbors believe that the current proposed design before the P&D committee fails to comply with established Evanston standards and should be rejected. Any new proposal should go through review by the ZBA so that the specialized domain skills of the ZBA board members can be brought to the consideration of a proposal, and a recommendation can be forwarded to P&D. We are concerned that avoiding a proper review will result in a reduction in
the quality of any future decision because that decision would be less informed. The applicant opposes any further ZBA review of proposals.

Regards,

Joseph Paradi
January 21, 2019

Melissa Klotz
Zoning Planner
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

Re: Summary of 1/14/2019 Neighbor Meeting on 2626 Reese

Dear Ms. Klotz:

At the conclusion of the 1/14/19 meeting with the neighbors concerning 2626 Reese, it was agreed that three separate summaries of the meeting be written by: 1) the petitioner (me); 2) the neighbors; and 3) you. Your version would incorporate relevant aspects of the neighbors’ summary and my summary. My summary is provided in this letter.

**SUMMARY OF THE 1/14/19 NEIGHBOR MEETING ON 2626 REESE ACCORDING TO WILLIAM JAMES**

**Meeting Purpose.** The meeting was proposed by the Planning and Zoning Committee. The purpose of the meeting, as I understand it, was to discuss alternative designs for a smaller house and see if there was a house design the neighbors could accept.

**Meeting Approach.** In preparation for the meeting, I consulted with you and Matt Rogers (former ZBA chairman who is advising me in this matter). I proposed to you and Matt an approach to organizing the meeting discussion that would use a PowerPoint presentation to present four alternative small house design for discussion. Four distinctly different small house designs would be presented, noting how the height, yards, coverage and garage/parking elements differ among the four alternatives. The idea was to get feedback on which design was most preferred, but also to see how the neighbors reacted to the element of design (height, yards, coverage, or garage/parking). For example, one house design was 14’ wide and 24’ long, representing a small footprint and bigger yards, but had building height of three stories. If the neighbors thought the small footprint and bigger yards were preferred, even with the 3 story building, then that would represent a step toward finding consensus on the preferred house design. Once the four alternative house designs were presented, key pad polling would be used to record the preferences for each house design and the design elements of each alternative. You and Matt thought the approach was a good one.

The alternative small house designs were stock designs found in publications and online. Thus, they were not designs that I developed myself. The plans for the house design were conceptual, not detailed plans, and did not include certain functional necessities like furnaces and clothes washers/driers. For this reason, I added basements to each of the four alternative designs. Matt found three of the four small house designs for the presentation and I found one.

**Presentation and Discussion.** When the meeting started, you made some introductory comments and turned the floor over to me. I began to explain the presentation, stating that meeting attendees would be asked to express their level of preference for each of the four alternative design and the specific design elements represented in the designs.
The neighbors in attendance objected to the format and refused to participate. Their objections included the following:

1. They were not given the plans in advance to review.
2. The plans are not plans that I developed and am specifically proposing, making them hypothetical.

My sense was that the neighbors did not want to express any opinions that might be construed as indicating acceptance of any particular house design.

**Post-Presentation Discussion.** Once it was clear that the neighbors were not going to participate in the discussion of alternate designs, discussion was held on issues important to the neighbors. The neighbors claimed that I have not been listening to them and that my design proposals have not been responsive. My recollection of the issues the neighbors wanted to discuss is presented below.

   a) **Drainage and Flooding.** The neighbors insisted that building on the lot would increase flooding on their properties. I maintained that building on the lot would not increase ground water runoff into nearby properties, and that the City’s grading plan review process ensures this. No consensus was reached.

   b) **Structural Impact on Neighbors House.** The neighbors said that ensuring that no structural damage to the basement/foundation of the adjacent house was an important issue to them. They thought building on the lot would impact that adjacent house. I said I did not think there would necessarily be impact. The City requires that shoring, designed by a structural engineer, be used when excavating close to a property line. I indicated that I would ensure compliance with best practices defined by the City to prevent impacts.

   c) **Combining the 2626 and 2624 Lots.** The neighbors indicated that they thought the best outcome would be to combine these two lots. They suggested that I buy the 2624 property. I replied that I had no intention of buying the property and that it would be difficult to buy the property. I pointed out that if the two lots were combined, a very large house could be built without variances, which would run counter to all the objections the neighbors have raised.

   d) **Alley Line-of-Sight.** The neighbors said that ensuring the visibility of the alley as it meets Hartzell Street was important to them. They said that the proposed surface parking space next to the one-car garage in the active petition would not provide sufficient visibility because a car could be parked there. I replied that the current proposed plan meets the ordinance’s requirement for line-of-sight.

**Potential for Consensus.** At the conclusion of the meeting, it was unclear if any potential for consensus was reached. The following points reflect my recollection of possible agreement.
a) **Drainage and Flooding.** I thought there might be some possibility for agreement on this point when I asked if the neighbors would accept the opinion of an expert, such as a City engineer, that the grading plan proposed for the house would not impact nearby properties. My recollection was that the neighbors indicated they would accept such an expert’s opinion.

b) **Structural Impact on Neighbors House.** I thought there was an opening for possible agreement on this matter. I agreed to abide by best construction practices. It is possible to document the current condition of the neighbor’s foundation/basement and assess whether structural damage is likely to be caused by construction vibrations from building a house on the 2626 Reese lot. It seems that this is a technical issue that can be solved.

c) **Combining the 2626 and 2624 Lots.** This is not a topic which can be resolved. I will not be forced into a negotiation to buy the neighbor’s property. I believe that some/much of the opposition to building a house on the 2626 Reese lot is to force me into such negotiations by getting the City to deny any and all requests for variance.

d) **Alley Line-of-Sight.** Some agreement might be possible on this point. I would be willing to increase the setback of the garage and parking space from the alley to increase the sight triangle, which would increase visibility.

The degree to which the meeting served the purpose intended by the Planning and Zoning Committee is open to interpretation. The neighbors were not willing to consider the alternate house designs presented. They did, however, identify their most significant concerns. Some comments were made that suggested openness to adjustments to reach a compromise. Whether those comments were sincere is not known. My responses to these concerns were sincere, and I am willing to make the adjustments reflected in this letter.

Regards,

William R. James
Petitioner

---

Oakton-Custer Partners, L.L.C., Evanston, Illinois

311 of 385
January 21, 2019

Melissa Klotz
Zoning Planner
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

Re: Legal Questions Concerning 2626 Reese

Dear Ms. Klotz:

In response to the discussions we have had concerning the members of the Planning and Zoning Committee being knowledgeable on the legal matters related to this petition for variance, you suggested that I write a letter requesting that the City Attorney brief the aldermen on this committee so that they will make informed decisions. This is a very good suggestion and I have outlined the legal matters I would like the City Attorney to brief the Committee on, below.

**Existence of a Hardship.** The ZBA debated whether a hardship existed on the property, with some ZBA members stating that no hardship existed, agreeing with comments from neighbors. I saw this as a clear sign of bias on the part of the ZBA. This is an obvious case of a hardship. The City approved the subdivision of land, creating this 25 foot wide corner lot. The City then subsequently approved zoning regulations that make the development of the lot impossible without variances.

**A Buildable Lot.** City staff has stated that the 2626 Reese lot is a buildable lot, meaning that there is a right to develop some feasible use on the lot. The precise nature of the development on the lot is a matter for the City of Evanston to decide. However, since the City Council is the final authority on variances for this petition, it should be made known that it is not a question of whether a house should be built on the lot, but what kind of house should be built on the lot.

**Feasible Options.** Should the City Council determine that the active petition does not meet the standards for variance, it may approve an alternative plan that requires less deviation from the applicable regulations. The Committee, in its consideration of alternate options, has an obligation to approve a feasible alternate. Variation standard #7 uses the term “feasible options,” which should apply to any alternate plan the Committee may approve. The approval of an infeasible alternate would be tantamount to denying the petition.

**Variances Granted on Other 25 Foot Wide Corner Lots.** The City has granted zoning relief for the building of other houses on 25 foot wide lots in the immediate area. While the consideration of variances needs to address the conditions specific to each property, in the absence of conditions specific to the 2626 Reese lot that warrant less relief from applicable regulations, the City has an obligation to apply the standards for variance in a consistent manner.
Heritage Trees. At the ZBA hearing, then subsequently at the first Planning and Zoning Committee meeting, the matter of Heritage Trees was raised. Neighbors stated that two heritage trees were located near the 2626 Reese property, one in the Hartzell Street parkway north of the lot and one in the neighbor’s yard on the lot immediately to the south. One member of the Planning and Zoning Committee stated in the first meeting that she would vote to deny any variances for the 2626 Reese lot due to concern for impact on these two heritage trees. I believe this rationale is completely unfounded. I attempted to find the ordinance on heritage trees on the City’s website, but only found meeting minutes referencing the City’s policies. It appears that the designation of heritage trees is for the purpose of monitoring the health of such trees, and that no City regulation would remove the development rights to a property due to the presence of heritage trees on the property, let alone on property that is not part of the subject site. This should be made known to the Committee members.

Construction Vibration Impact. The neighbors have raised the possibility of construction vibrations and excavation on the 2626 Reese lot impacting the foundation/basement of the neighbor’s house. The City requires that shoring designed by a structural engineer be used to eliminate the potential for subsidence where excavation occurs close to a property line. However, vibration impact would not be eliminated by the shoring. The structural condition of the neighbor’s foundation/basement is unknown. I would like the City Attorney to advise the Committee on whether this is a matter that is relevant to deciding on the variances, and if this is a matter that involves the City at all.

I thank City staff for its assistance on this matter and for the opportunity to request that the Planning and Zoning Committee be briefed on the legal matters related to this petition, as described above.

Regards,

William R. James
Petitioner
January 21, 2019

Melissa Klotz
Zoning Planner
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

Re: Desired Outcomes from the P & Z Committee on the 2626 Reese Matter

Dear Ms. Klotz:

After the meeting with the neighbors concluded, you suggested that I write a letter to the Planning and Zoning Committee outlining my desired outcomes for the meeting. I think that is a very good idea and am submitting this letter for that purpose. I believe a disciplined and logical series of decisions is needed. I have outlined below the sequence of decisions I think must be addressed and the outcomes I seek from the Committee. These are summarized below and discussed in more detail in the body of this letter.

**Decision #1: Determining if the 2626 Reese lot is buildable.** Separate and distinct from any discussion about house design or meeting standards for variances is the question of whether the lot is buildable. The term “buildable” as used in this context means that the City of Evanston has an obligation to approve a feasible house design for the lot in recognition of the hardship the City created when it approved the platting of this lot (25 feet in width) then subsequently adopted zoning regulations that made building on the lot impossible without variances. I believe the City is obligated to approve a feasible house design for the lot and ask that it decide accordingly.

**Decision #2: Determining if the active petition meets the standards for variance in the zoning ordinance.** The final authority for determining variances for this petition is the City Council. The ZBA is only a recommending body. The City Council must take action on the active petition to complete the variance process. This Committee will recommend to the full City Council whether to approve or deny the variance. I believe the active petition does meet the standards for variance stated in the zoning ordinance, which does not require a “perfect” house design, only that it meets the standards.

**Decision #3: Determining if another house design would meet the standards for variance if the Committee determines that the active petition does not meet the standards for variance in the zoning ordinance.** If the Committee determines that the 2626 Reese lot is buildable but does not think the active petition meets the standards for variance, it may approve another house design of equal size or smaller. In recommending a different/smaller house design, the Committee is obligated to consider only “feasible options” as the term is used on variance standard #7 of the zoning ordinance. It is possible that the Committee identify a smaller house design that is feasible from a design/construction/financial perspective for approval, but I believe this course of action is fraught with uncertainty. I believe the Committee could also recommend approval of the active petition with modification, for example, reducing building coverage a certain amount.
DISCUSSION OF THE THREE DECISIONS OUTLINED ABOVE

1. **Determining if the lot is buildable.** I would like the Committee to address whether the lot is buildable or not. This matter is separate from the consideration of house size and design and should be decided first. If Committee decides that this is not a buildable lot, then there is no point in discussing the size or design of the house to be built. Mixing the consideration of house size and design with whether the lot is buildable is, in my opinion, illogical. Either there is a legal right to build on the lot or there is not. Deciding whether the lot is buildable should not, in my opinion, be based on reaching a consensus on house size and design.

In considering the question of whether the lot is buildable, I ask that the Committee consider the factors listed below, which I used in making my decision to purchase the lot and apply for the variances.

a. There is no official policy of the City of Evanston that states that nonconforming lots like 2626 Reese, which were platted before the adoption of the first zoning ordinance, are unbuildable. The City approved the platting of this lot, then subsequently adopted zoning regulations that make the lot unbuildable without zoning relief in the form of variances. Absent any such official policy stating that such lots are unbuildable, there is a legal presumption that these properties have development rights.

b. I asked City staff in the zoning division if the lot was buildable. Staff stated that this lot is buildable and that the City wants to see a house built on the lot. Staff said further that any house design would need variances and it would be my responsibility to prove that any application for variances meet the standards of the zoning ordinance.

c. City staff’s determination that the lot was buildable recognized that multiple zoning variations would be needed. The degree of variance granted is in question and it is the City’s right to determine this. However, granting a very limited degree of zoning relief such to make building the house impractical would be comparable to declaring the lot unbuildable.

d. The City has granted zoning relief to other 25 foot-wide corner lots in this area. The zoning relief granted on these other 25 foot-wide lots was considerably greater than the relief I am seeking in this petition. I believe that City staff is providing information to the Committee on the houses built on these 25 foot wide corner lots.

e. Conditions on the other 25 foot-wide lots may be different than 2626 Reese, but absent meaningful differences, the degree of zoning relief granted to 2626 Reese should be comparable to that granted on the other 25 foot-wide lots.
f. The zoning of this area as R-1 is technically unsound. The area was already developed when the City adopted its first zoning ordinance and zoned the area R-1. It is generally accepted in zoning practice that the development regulations applied to a given area should relate to the area’s existing development characteristics. However, the development standards of the R-1 District bear no relationship to existing development characteristics in the area.

i. Most of the lots in the area are only 25 feet wide and do not meet the 50 foot lot width standard of the R-1 District.

ii. The vast majority of the lots in the area fall well short of the 7,200 square foot minimum lot size of the R-1 District. 2626 Reese, which is a lot typical of the area, has a lot area of 3,325 square feet.

iii. Since the lot coverage and impervious surface coverage standards of the R-1 District (30% and 45%, respectively) are based on the larger R-1 minimum lot size of 7,200 square feet, many of the properties in the area do not meet one or both of these standards.

iv. The vast majority of the properties in the area do not meet at least some of the minimum yard requirements of the R-1 District. For example, 3 foot minimum interior side yards are common in the area versus the 5 foot required standard of the R-1 District.

v. Many of the corner lots in the area do not meet the minimum corner side yard requirement of 15 feet.

vi. Documentation of these findings has been provided to City staff. This material was also presented to the ZBA, which found the material irrelevant.

g. If the area were zoned R-2, which has standards designed for lots having 35 foot widths and lot area of 5,000 square feet, the building coverage variance could meet the building coverage standard of 40%, or qualify as a minor variance.

In summary, I ask the Committee to decide the matter of whether the 2626 Reese lot is buildable based on the factors outlined in paragraphs a. – g., above.

2. Determining if the active petition meets the ordinance’s standards for variance. The City Council has the final authority on variances for this petition. The ZBA’s findings represent only a recommendation to the City Council. Regardless of the ZBA’s findings, the City Council needs to make a determination on the requests for variance in this petition. I ask the Committee to consider the following:
a. The ZBA did not act as an impartial review body on this matter, in my opinion. A review of the ZBA transcripts would verify this, to the objective reader. The ZBA allowed itself to be unduly influenced by the testimony of the neighbors and did not apply the variance standards in an unbiased manner. I ask the Committee to apply the standards in a technically sound manner, which I believe would result in a finding that the petition meets the standards. The standards for major variations are:

1. The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties.

2. The requested variation is in keeping with the intent of the zoning ordinance.

3. The alleged hardship or practical difficulty is peculiar to the property.

4. 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.

5. The purpose of the variation is not based exclusively upon a desire to extract additional income from the property.

6. The alleged difficulty or hardship has not been created by any person having an interest in the property.

7. The requested variation requires the least deviation from the applicable regulation among the feasible options.

b. My application for major variation provides a narrative explanation as to how the petition meets these standards, which should be part of your packets and will not be repeated here. The one standard that merits further discussion is Standard #7, which requires the least deviation from the applicable regulation among the feasible options. I have explored a great many options for this property, and am open to other options. Standard #7 requires that “feasible options” be considered. I believe that the house design represented in the active petition is a “feasible option,” but am concerned that house designs that are substantially smaller than the already small house represented in the active petition might not be. I ask that the Committee consider this standard from a practical perspective.

c. The City’s technical review body, the Design and Appearance Review (DAPR) Committee, voted twice to recommend approval of a house design for this lot. In the Fall of 2017, DAPR voted 6-1 to recommend approval of my first house design, which was larger than that of the current petition. In both cases, the DAPR Committee’s expert opinion was that the house design was in context with the neighborhood and merited zoning relief. With respect to the active petition, the DAPR Committee thought the house design responded to the public comments expressed at the ZBA public hearing on the first variance application and merited approval.
d. A review of the transcripts from the ZBA public hearing from the first variance application will affirm that the house design in this active petition does respond to the public comments suggesting how the house design could be revised to better fit in with the neighborhood. When, at the conclusion of the ZBA public hearing for the first variation application, I asked the ZBA for guidance in revising the design, I was told “You have heard the comments expressed here tonight, it is up to you to respond to them.” These comments/suggestions were:

   i. Reduce the size of the house from three bedroom to two bedrooms.
   ii. Reduce the height of the house.
   iii. Reduce the length of the house.
   iv. Replace the two-car garage with a one-car garage.

These comments/suggestions were incorporated into the design of the house, however neighbor objection was as vehement in opposition as in the first variance application. The ZBA acted in sympathy with the neighbors to recommend denial unanimously. Thus, clear direction was provided at the conclusion of the ZBA hearing for the first variance application and the ZBA “moved the goalposts” when this direction was followed in the second application.

e. In considering the least deviation from the applicable regulation, I ask that Committee recognize that the house design in the active petition increased the deviation from the interior side yard and the corner side yard regulations in response to neighbor comments at the ZBA public hearing on the first petition. One of the major objections to the first petition voiced by neighbors was that the house was too tall, even though the building height met zoning regulations. The first house was 16 feet wide and had a 5 foot interior side yard (met regulation) and had a 4 foot corner side yard (bigger than the 3.5 foot yard of the active petition). The neighbors testified at that first ZBA hearing on the first petition that the house design should be comparable to the existing homes in the neighborhood, rather than focus on the degree of deviation from applicable regulations. The ZBA echoed this sentiment.

f. The house design in the active petition is comparable to the existing homes in the neighborhood. This house design is comparable to existing homes in the neighborhood in the following ways.

   i. As a 1-1/2 story house, it is comparable to other homes in the neighborhood in terms of height. The neighborhood has a combination of 1, 1-1/2 and 2 story houses. The median height in the area in terms of stories is 1-1/2. I have provided City staff documentation on the height in stories of other houses in the neighborhood.

   ii. The proposed 3 foot interior side yard is comparable to other homes in the neighborhood, most of which have 3 foot interior side yards.

   iii. The 3-1/2 foot corner side yard is equal to or smaller than other houses on 25 foot wide lots in the neighborhood.

   iv. The length of the house is comparable to the other homes in the neighborhood and is only five feet longer than the existing house to the south.
3. **Determining whether another house design meets the variance standards.** If the Committee determines that the house design in the active petition does not meet the standards it may approve another house design of equal or smaller size. The Committee’s consideration of alternate house designs should meet the requirement of “feasible options” as used in variance standard #7. In keeping with the Committee’s direction, I prepared a PowerPoint presentation in consultation with City staff showing four small house designs that had different characteristics in terms of: a) building height; b) yards; c) coverage; and d) garage/parking configurations. The idea behind the presentation was to see if the neighbors thought one house design was better than the others. The presentation also sought to determine which characteristics of house design were most important the neighbors. While the neighbors declined to assess the four small house designs, the Committee may consider these house designs should it determine that the house design in the active petition does meet variance standards. Instead of recommending approval of a particular house design, the Committee may also recommend approval of specific variations from ordinance regulations in terms of: a) interior side yard; b) corner side yard; c) building coverage; and d) garage/parking size and setbacks. This approach would place the burden on me to design a house within the limitations of these specific variations. If the Committee determines that the active petition does not meet the standards for variation, I would prefer approval of the latter approach.

I thank City staff for its assistance on this matter and for the opportunity to present my desired outcomes to the Planning and Zoning Committee and look forward to the Committee’s discussion and decision.

Regards,

William R. James
Petitioner
Discussion of 2626 Reese House Design

Per the request of the City Council’s Planning and Zoning Committee, this presentation has been prepared to facilitate a neighborhood dialogue on the most appropriate house design for the vacant lot at 2626 Reese.

Many neighbors have made it clear that they think no house should be built on this lot. This presentation will allow that point of view to be expressed. However, in the event that the City Council thinks that a house should be built on this lot, what design do you think would be most appropriate?
Discussion of 2626 Reese House Design

The petitioner has assembled a series of house design options, in consultation with City staff, that represent different design orientations in terms of overall size, height, width, and yards. These design options will be presented to the group and asked to indicate your level of preference for each.

It should be recognized that there is no perfect design for this lot. A design to minimize a particular impact will likely result in other impacts. Thus, this exercise seeks to identify which design characteristics are most important to the neighbors.
House Design Options to be Presented

Option #1: Modern 14’ – Wide 1 BR House; 2-1/2 Stories, w/habitable space above the garage

Option #2: Modern 1 Story House, 2 BR w/1 Car Garage

Option #3: Traditional 17’- Wide 3 BR House; 2 Stories, w/1 Car Garage

Option #4: Modern 1 Story, 1 BR House, w/habitable space above garage

To provide context and a benchmark, the house design that was the subject of the recent ZBA hearing will also be presented and ranked. It should be understood that minor design refinements would be needed on each house to ensure that mechanical equipment, laundry, storage and other functional necessities are provided for. To provide for these necessities, the first floor would be raised to allow for a high basement to be built below.
Format of Discussion

The designs of the four options will be presented to the group for review and discussion. The four options will then be presented a second time, with participants asked questions about specific aspects of the four designs, with key pad polling used to record the group’s responses. Participants will then be asked to rank their preference for the four design options. Participants will be given an opportunity to express an opinion that no house, regardless of size of design, should be built on the lot.
House design from ZBA hearing:

**Traditional 18.5’ – Wide House; 1-1/2 Stories, w/1 car garage**

**First Floor**
- Living Room: 15' x 17-6'
- Kitchen: 16-2' x 17-6'
- Bedroom: 10'
- Bath: 12'

**Second Floor**
- Bedroom: 14'
- Bath: 9.6'

**Site Plan**
- House: 25' x 33.5'
- Garage: 18.5' x 3'
- Parking Pad: 12' x 3'
- Yard: 50' x 133'

**Conformance to Zoning**
- Building Coverage: Plan 42.5% vs Max 30%
- Impervious Surface: Conforming
- Corner Side Yard: Plan 3.5' vs Max 15'
- Interior Side Yard: Plan 3' vs Max 5'
- Front Yard: Plan 19' vs Max 19'
- Garage Setback: Plan 10' vs Max 15'
- Height: Plan 23.6' vs Max 35'

**Building Height**
- 1st Floor: 23.6'
- 2nd Floor: 14'
- Basement: 5'

**OAKTON-CUSTER PARTNERS, LLC**

2626 Reese Avenue, Evanston, Illinois

Neighborhood Discussion of House Design

Evanston Planning & Zoning Committee

JANUARY, 2019

324 of 385
Option #1:
Modern 14’ – Wide House; 3 Stories, w/Coach House

CONFORMANCE TO ZONING

<table>
<thead>
<tr>
<th>STANDARD</th>
<th>PLAN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING COVERAGE:</td>
<td>28.9% vs 30%</td>
<td></td>
</tr>
<tr>
<td>IMPERVIOUS SURFACE</td>
<td>CONFORMING</td>
<td></td>
</tr>
<tr>
<td>CORNER SIDE YARD:</td>
<td>4’ vs 15’</td>
<td></td>
</tr>
<tr>
<td>INTERIOR SIDE YARD:</td>
<td>5’ vs 5’</td>
<td></td>
</tr>
<tr>
<td>FRONT YARD:</td>
<td>19’ vs 19’</td>
<td></td>
</tr>
<tr>
<td>GARAGE SETBACK:</td>
<td>3’ vs 15’</td>
<td></td>
</tr>
<tr>
<td>HEIGHT:</td>
<td>35’ vs 35’</td>
<td></td>
</tr>
</tbody>
</table>
Option #2: Modern 1 Story House, 2 BR w/1 Car Garage

CONFORMANCE TO ZONING

- BUILDING COVERAGE: 38.4% vs 30%
- IMPERVIOUS SURFACE CONFORMING
- CORNER SIDE YARD: 4' vs 15'
- INTERIOR SIDE YARD: 3' vs 5'
- FRONT YARD: 19' vs 19'
- GARAGE SETBACK: 3' vs 15'
- HEIGHT: 14' vs 35'

Site Plan

OAKTON-CUSTER PARTNERS, LLC
2626 Reese Avenue, Evanston, Illinois
Evanston Planning & Zoning Committee
JANUARY 2019
Option #3:

**Traditional 17’- Wide House; 2 Stories, w/1 Car Garage**

**CONFORMANCE TO ZONING**

- **STANDARD**
- **PLAN**
- **MAX.**
- **BUILDING COVERAGE:** 29.8% vs 30%
- **IMPERVIOUS SURFACE**
- **CORNER SIDE YARD:** 5’ vs 15’
- **INTERIOR SIDE YARD:** 3’ vs 5’
- **FRONT YARD:** 19’ vs 19’
- **GARAGE SETBACK:** 3’ vs 15’
- **HEIGHT:** 30’ vs 35’
Option #4:
Modern 1 Story, 1 BR House, w/Coach House

CONFORMANCE TO ZONING

<table>
<thead>
<tr>
<th>STANDARD</th>
<th>PLAN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING COVERAGE</td>
<td>40.0%</td>
<td>vs 30%</td>
</tr>
<tr>
<td>IMPERVIOUS SURFACE</td>
<td>NONCONFORMING</td>
<td></td>
</tr>
<tr>
<td>CORNER SIDE YARD</td>
<td>6' vs 15'</td>
<td></td>
</tr>
<tr>
<td>INTERIOR SIDE YARD</td>
<td>3' vs 5'</td>
<td></td>
</tr>
<tr>
<td>FRONT YARD</td>
<td>19' vs 19'</td>
<td></td>
</tr>
<tr>
<td>GARAGE SETBACK</td>
<td>3' vs 15'</td>
<td></td>
</tr>
<tr>
<td>HEIGHT</td>
<td>14' vs 35'</td>
<td></td>
</tr>
</tbody>
</table>
Preferences for Specific Design Aspects

Participants will now be asked questions about what they liked and did not like about each of the four design options. Before these questions are asked, you may express your opinion that you think no house should be built on the lot, regardless of size or design.

Which of the following best represents your view regarding building a house on this lot:

1. I am totally opposed to any house being built on the lot, regardless of size of design.
2. I would rather not see a house built on the lot, but understand that the owner may have a right to build a house that is in context with the neighborhood.
3. I favor a house being built on the lot, rather than seeing the lot remain vacant.
House design from ZBA hearing:

**Traditional 18.5’ – Wide House; 1-1/2 Stories, w/1 car garage**

![First Floor Plan]

![Second Floor Plan]

![Site Plan]

**CONFORMANCE TO ZONING**

<table>
<thead>
<tr>
<th>Standard</th>
<th>Plan</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Coverage</td>
<td>42.5%</td>
<td>30%</td>
</tr>
<tr>
<td>Impervious Surface</td>
<td>Conforming</td>
<td></td>
</tr>
<tr>
<td>Corner Side Yard</td>
<td>3.5’</td>
<td>15’</td>
</tr>
<tr>
<td>Interior Side Yard</td>
<td>3’</td>
<td>5’</td>
</tr>
<tr>
<td>Front Yard</td>
<td>19’</td>
<td>19’</td>
</tr>
<tr>
<td>Garage Setback</td>
<td>10’</td>
<td>15’</td>
</tr>
<tr>
<td>Height</td>
<td>23.6’</td>
<td>35’</td>
</tr>
</tbody>
</table>

OAKTON-CUSTER PARTNERS, LLC

2626 Reese Avenue, Evanston, Illinois

Neighborhood Discussion of House Design

Evanston Planning & Zoning Committee

JANUARY, 2019

330 of 385
Preferences for Specific Design Aspects

Please indicate your preference for aspects for the house design used for the ZBA hearing.

1. I like the footprint (area) of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the height of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the architectural style of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for the house design used for the ZBA hearing.

4. I think the yards for the house (excluding garage) are appropriate.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

5. I like the garage and parking.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Option #1:
Modern 14’ – Wide House; 3 Stories, w/2 Car Garage

CONFORMANCE TO ZONING

STANDARD       PLAN       MAX
BUILDING COVERAGE: 28.9% vs 30%
IMPERVIOUS SURFACE CONFORMING
CORNER SIDE YARD: 4’ vs 15’
INTERIOR SIDE YARD: 5’ vs 5’
FRONT YARD: 19’ vs 19’
GARAGE SETBACK: 3’ vs 15’
HEIGHT: 35’ vs 35’
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #1.

1. I like the footprint (area) of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the height of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the architectural style of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #1.

4. I think the yards for the house (excluding garage) are appropriate.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

5. I like the garage and parking.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Option #2:

Modern 1 Story House, 2 BR w/1 Car Garage

---

**CONFORMANCE TO ZONING**

<table>
<thead>
<tr>
<th>Standard</th>
<th>Plan</th>
<th>Max.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Coverage</td>
<td>38.4% vs 30%</td>
<td>CONFORMING</td>
</tr>
<tr>
<td>Impervious Surface</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corner Side Yard</td>
<td>4’ vs 15’</td>
<td></td>
</tr>
<tr>
<td>Interior Side Yard</td>
<td>3’ vs 5’</td>
<td></td>
</tr>
<tr>
<td>Front Yard</td>
<td>19’ vs 19’</td>
<td></td>
</tr>
<tr>
<td>Garage Setback</td>
<td>3’ vs 15’</td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>14’ vs 35’</td>
<td></td>
</tr>
</tbody>
</table>

---

OAKTON-CUSTER PARTNERS, LLC

2626 Reese Avenue, Evanston, Illinois

Evanston Planning & Zoning Committee

JANUARY, 2019

...
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #2.

1. I like the footprint (area) of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the height of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the architectural style of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #2.

4. I think the yards for the house (excluding garage) are appropriate.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

5. I like the garage and parking.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Option #3:

Traditional 17’- Wide House; 2 Stories, w/1 Car Garage

CONFORMANCE TO ZONING

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>STANDARD</th>
<th>PLAN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING COVERAGE</td>
<td>30%</td>
<td>29.8%</td>
<td>30%</td>
</tr>
<tr>
<td>IMPERVIOUS SURFACE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CORNER SIDE YARD</td>
<td>5’ vs 15’</td>
<td>5’</td>
<td></td>
</tr>
<tr>
<td>INTERIOR SIDE YARD</td>
<td>3’ vs 5’</td>
<td>3’</td>
<td></td>
</tr>
<tr>
<td>FRONT YARD</td>
<td>19’ vs 19’</td>
<td>19’</td>
<td></td>
</tr>
<tr>
<td>GARAGE SETBACK</td>
<td>3’ vs 15’</td>
<td>3’</td>
<td></td>
</tr>
<tr>
<td>HEIGHT</td>
<td>30’ vs 35’</td>
<td>30’</td>
<td></td>
</tr>
</tbody>
</table>

OAKTON-CUSTER PARTNERS, LLC

2626 Reese Avenue, Evanston, Illinois

Evanston Planning & Zoning Committee

January, 2019
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #3.

1. I like the footprint (area) of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the height of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the architectural style of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #3.

4. I think the yards for the house (excluding garage) are appropriate.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

5. I like the garage and parking.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Option #4:
Modern 1 Story, 1 BR House, w/2 Car Garage

CONFORMANCE TO ZONING

<table>
<thead>
<tr>
<th>STANDARD</th>
<th>PLAN</th>
<th>MAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING COVERAGE:</td>
<td>40.0% vs 30%</td>
<td></td>
</tr>
<tr>
<td>IMPERVIOUS SURFACE</td>
<td>NONCONFORMING</td>
<td></td>
</tr>
<tr>
<td>CORNER SIDE YARD:</td>
<td>6' vs 15'</td>
<td></td>
</tr>
<tr>
<td>INTERIOR SIDE YARD:</td>
<td>3' vs 5'</td>
<td></td>
</tr>
<tr>
<td>FRONT YARD:</td>
<td>19' vs 19'</td>
<td></td>
</tr>
<tr>
<td>GARAGE SETBACK:</td>
<td>3' vs 15'</td>
<td></td>
</tr>
<tr>
<td>HEIGHT:</td>
<td>14' vs 35'</td>
<td></td>
</tr>
</tbody>
</table>
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #4.

1. I like the footprint (area) of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the height of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

2. I like the architectural style of the house.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Preferences for Specific Design Aspects

Please indicate your preference for specific design aspects for Option #4.

4. I think the yards for the house (excluding garage) are appropriate.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree

5. I like the garage and parking.
   A. Strongly Agree
   B. Agree
   C. Disagree
   D. Strongly Disagree
Preferences for the 4 Design Options

1. My preference for house design on this lot is:
   - A. Option #1
   - B. Option #2
   - C. Option #3
   - D. Option #4
HOUSES ON 25 FOOT-WIDE LOTS IN THE SURROUNDING AREA OF 2626 REESE
Opposition to 2626 Reese Ave

Allison Stark & Brodie Austin  
2620 Reese Avenue, Evanston IL

Alderman Revelle, Chair  
Planning & Development Committee  
2100 Ridge Avenue  
Evanston, IL

February 2, 2019

Re: 2626 Reese Avenue

Dear Alderman Revelle,

We are again writing to express our opposition to the proposed variances requested for the development of the lot located at 2626 Reese Avenue, Evanston, IL. Applicant William James, Commercial & Residential Property Builder, requests a number of major zoning variances that should not be granted due to their impact on the neighborhood. We were unable to attend Mr. James meeting to discuss possible alternative proposals but were surprised to learn (and see from the packet disseminated) that there was no direct input from the neighbors or way to address our specific concerns. None of the properties shown as examples meet the needs of the neighborhood. It is disappointing that Mr. James did not take the opportunity to use this meeting to address and actually engage with the residents.

- **Size of Home**: Mr. James is requesting to build a 2000+ ft² house on a 3325 ft² piece of land. Of the 17 houses immediately surrounding this property, lot sizes range from 3325 ft² to 7162 ft². The majority of these homes are between 1500 and 1800 sq ft. Only two are over 2000 ft² and their lots are over 6000 ft². Grandfathered homes on lots the size of this property (which are immediately adjacent) are 762 ft² and 1547 ft². This home is overly large and does not fit in to the neighborhood. In addition, its size makes it more likely to cause problems to neighboring property’s foundation and create drainage issues for the entire neighborhood due to the full basement. **Mr. James should consider a home with no basement that is under 1500 sq ft.**

- **Site Lines and Visibility (SAFETY)**: Mr. James’ proposed garage and parking pad does not take into account that it is located on an alley that runs directly into a commercial alley. Sky Nails employees, in particular, use our alley as a thoroughfare, often traveling at unsafe speeds. The site lines coming out of our alley are already bad. I can’t tell you the number of times I’ve pulled out of our alley and a child has walked in front of my vehicle on their way to Willard. The 1 car detached garage and parking pad that Mr. James proposes will only be a couple of feet from the sidewalk and street and will impact the visibility and safety of motor vehicles and pedestrians, especially the many children, including our own, on these blocks. Any structure a few feet away from the alley is dangerous. **The site triangle must be maintained.**

My husband and I are not opposed to a home on this land but we feel that any proposals for development should address these concerns.
We hope that you will take appropriate action and deny the applicant’s current proposal.

Sincerely,

Allison Stark, Brodie Austin
cc:
Ald. Melissa Wynne
Ald. Judy Fiske
Ald. Donald Wilson
Ald. Robin Rue Simmons
Ald. Thomas Suffredin
Johanna Leonard, Director of Community Development

[1] Specific sizes have ranged from just over 2000 to 2500 sq ft.
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 Manager
Carlos Ruiz, Senior Planner/Preservation Coordinator

Subject: Ordinance 4-O-19, Map Amendment and Planned Development, 1714-1720 Chicago Avenue, 18PLND-0053

Date: January 16, 2019

Recommended Action:
The Plan Commission and staff recommend denial of Ordinance 4-O-19 for approval of a Map Amendment from the R6 General Residential to the D3 Downtown Core Development District and a Planned Development for a 13-story office building with 112 on-site parking spaces. Passage of the Map Amendment shall require a favorable vote of three-fourths (3/4) of all the Aldermen per City Code 6-3-4-7 because a petition signed and acknowledged by 30% of owners of property within 500-feet of the subject property was submitted to the City.

The proposal includes the following site development allowances:

- FAR of 5.0, where the maximum permitted FAR in the D3 district is 4.5.
- Building height of 127 feet to roof (excluding eligible parking levels), where the maximum permitted height of a building in D3 is 85 feet to roof.
- 112 parking spaces with 22 compact stalls where the minimum required number of parking spaces is 213, in addition to a purchase-sale agreement to replace the 74 library parking spaces onsite, and where compact stalls are not allowed.
- Front yard setback of 25-feet, where 31.4 feet is required.
- North side yard setback of 5-feet proposed, where 15-feet is required.
- South side yard setback of 5-feet proposed, where 15-feet is required.
- Canopy yard obstruction of 9.7 feet into the required front yard, where a maximum obstruction of 3.1 feet (10%) is allowed.

The applicant is working with the City to secure additional parking spaces in the Church Street and/or Sherman garages which are located within 1,000 feet of the subject property. If authorized by the City Council, a tentative agreement in perpetuity would
enable the proposed development to be compliant with City of Evanston parking requirements and remove the need for the requested site development allowance for the number of parking spaces.

Livability Benefits:
Built Environment: Provide compact and complete streets and neighborhoods
Economy and Jobs: Expand job Opportunities

Background:
The applicant proposes to construct a 13-story, office building with a gross floor area of approximately 136,000 square feet of gross floor area and 112 parking spaces.

The 26,750 sq. ft. site consists of two parcels with a total of 143 feet of frontage on the west side of Chicago Avenue between Church and Clark Streets. The current use of the City owned property is as metered public Parking Lot Number 3.

The uses immediately surrounding the site include the three story Woman’s Club to the south at 1702 Chicago Avenue (built in 1912) a Colonial Revival Evanston landmark, also listed in the National Register of Historic Places, and the Frances Willard Museum Campus to the north. In 2010 the Campus was designated as a local historic district. The district includes the following buildings: 1724 Chicago Avenue (built in 1865) a Gable-Front Side-Hall Vernacular Greek Revival; 1728-1730 Chicago Avenue (built in 1865) a Gothic Revival – the Frances Willard’s house at 1728 Chicago Avenue (addition built in 1882) an Evanston landmark, also listed in National Register of Historic Places as a National Historic Landmark; The Administration Building (built in 1910, additions 1922 and 1940); and 1732 Chicago Avenue, a Stick Style (the shed-roof, wraparound porch is a 1909 addition).
To the east is the nine-story Evanston Place Apartment Building with the City's Church Street Parking Garage. To the immediate west is the four-story Evanston Public Library, and the McManus Center, a seven-story residential building owned by Northwestern University.

**Site Layout:**
The site is irregularly shaped with approximately 143 feet of frontage along Chicago Avenue; however, the northern portion of the site is deeper than the southern portion, with the alley bending around the property line. The applicant proposes that the City vacate a portion of the alley to extend the property line and proposed building further south which would further constrict vehicular movements around the bend in the alley. To compensate, the applicant also proposes to reconfigure the curbing in the alley, removing a mature tree and a portion of sidewalk leading from the alley parking to library entrances, in order to make vehicular movements to alley loading areas of the proposed building, the library, and the McManus Center feasible. The following alley site plan depicts these changes.

The massing of the proposed building is in 2 sections: a four-story brick and modular stone veneer building housing the office lobby and parking on the ground floor and
upper 3 levels, and a 9-story glass and cast stone veneer office portion above that is pulled back from the base. The top two stories are also pulled back from the seven stories below, reducing the massing of the building. The nine stories above the base are primarily a curtain wall with aluminum or steel windows and spandrels between floors. The curtain walls are flanked by four nine-story sections, in cast stone and glass aluminum/steel windows.

The lower podium portion of the building is proposed with 5-foot setbacks to the north and south property lines and is set back 25-feet from the east property line. The front entrance to the building is through a curtain wall in glass with aluminum or steel windows with a metal canopy over the main entrance leading to the lobby. The main entrance is flanked by two four-story sections in cast stone, modular brick and aluminum or steel windows with powder coat finish to block the view of the parking levels within the four-story base of the building.

The total required parking for this project is 213 spaces. A total of 112 parking spaces are proposed with 22 of those spaces being considered compact, thereby not meeting the minimum code requirements. A minimum code required parking space is 8.5 feet by 18 feet. The applicant has stated that the 21 ground level spaces, 7 of which are compact, would be open to the public at all hours, with the remaining parking available to the public after office hours and on the weekends. A bike room with 50 bike parking spaces for office employees will be located on the ground floor of the building.

Vehicular access will be from the alley just west of the property. A loading bay is located at the rear of the building with access from the alley. The garage entrance is toward the southern portion of the building with cars entering facing east, while the loading and refuse area will be located at the northern end of the building with vehicles entering from the south via Church Street.

The building does not meet required setbacks for the proposed D3 Zoning District with the exception of the rear setback along the west property line. A front yard setback of 25-feet is proposed, where the block average of 31.4 feet is required, and side setbacks of 5 feet are proposed where 15 feet is required adjacent to the residentially zoned properties to the north and south. Additionally, a 9.7 foot canopy would project more than the allowed 10 percent into the required front yard setback.

The actual building height is 167 feet to the roof with four stories of parking. The height of the floors dedicated to parking may be deducted from the maximum height allowed, up to 40 feet, per Section 6-11-4-8. With this reduction the portion of the building that counts toward the maximum height requirement is 127 feet tall.
Compliance with the Zoning Ordinance
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..."

Map Amendment
The site currently lies in the R6 General Residential District, as does the entirety of the east and west facing block faces on Chicago Avenue.

The applicant is requesting a map amendment to reclassify the zoning of the property to the D3, Downtown Core Development District, which allows the most intense development within the City. A new office building would not be allowed within the R6 District. While the maximum height permitted is 85’ in both districts, the maximum site development allowance in the R6 District would only permit an additional 12’ of building height. More restrictive setback, lot coverage, and impervious surface coverage requirements would also apply in the R6 District.
Zoning map of the area surrounding the site, development site marked with harsh marks:

*Planned Development*

The applicant is requesting Special Use approval for a Planned Development to construct the 13-story (127-foot high) office building with 112 parking spaces.

The applicant is requesting approval of seven site development allowances:

<table>
<thead>
<tr>
<th>Site Development Allowances Requested</th>
<th>Required / Max. Permitted in the D3 District</th>
<th>Site Development Allowance</th>
<th>Proposed</th>
<th>Exceeds Max Site Development Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Height</td>
<td>85 feet (not including up to 4 floors of parking)</td>
<td>+85 feet = 170 feet (not including up to 4 floors of parking)</td>
<td>127 feet (167 feet including 4 parking levels)</td>
<td>No</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>4.5</td>
<td>+3.5 = 8.0</td>
<td>5.0</td>
<td>No</td>
</tr>
</tbody>
</table>
Parking and Traffic:
The office use requires 2 parking spaces per 1,000 square feet, however, by code the first 3,000 square feet are excluded and the total is reduced by 20% in downtown. Based on the gross floor area, which excludes parking and mechanical areas, 213 parking spaces are required. The applicant is proposing a total of 112 parking spaces, with 22 of those of a smaller size than the minimum allowed, and an additional 21 reserved for public use. In sum, on-site parking would be provided at a ratio of 0.67 spaces per 1,000 square feet of office space. The applicant has also proposed to lease 122 parking spaces, the difference between the zoning code required 213 spaces and the proposed 91 spaces that would be available to office tenants in the building, within City-owned parking garages for the first year, with the parking needs to be reevaluated at that point.

The applicant submitted both a Parking Study and Traffic Impact Analysis prepared by Eriksson Engineering Associates, Ltd. The traffic study looked at the additional traffic generated by the office building, along with nearby developments and other area traffic growth, and developed the following conclusions and recommendations:

1. The street network can accommodate the additional traffic from the proposed project, nearby developments, and other traffic growth.
2. The location of the site and the availability of public transportation, walking and biking will minimize the volume of vehicular traffic generated by the site.
3. Indoor bike storage is proposed as part of the building plan.
4. All intersections within the study area work at acceptable levels of service and delay. There in a small increase in delays from the projected traffic growth.
5. The proposed loading dock can serve semi-trailer deliveries and refuse trucks.

The parking study, prepared for the applicant by prepared by Eriksson Engineering Associates, Ltd., looked at the proposed parking supply compared with usage within

<table>
<thead>
<tr>
<th># of parking spaces</th>
<th>213</th>
<th>N/A</th>
<th>112 (22 compact)</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front setback (east property line)</td>
<td>31.4 feet (block face average)</td>
<td>N/A</td>
<td>25 feet</td>
<td>N/A</td>
</tr>
<tr>
<td>Side setbacks (north and south property lines)</td>
<td>15 feet (abutting side property line of residential district)</td>
<td>N/A</td>
<td>5 feet (north and south)</td>
<td>N/A</td>
</tr>
<tr>
<td>Canopy Yard Obstruction (north property line)</td>
<td>3.1 feet (10% obstruction)</td>
<td>N/A</td>
<td>9.7 feet</td>
<td>N/A</td>
</tr>
</tbody>
</table>
existing lots and garages and concluded:

1. The proposed office parking garage will provide both public and private parking spaces with 21 public spaces until 5:00 PM on weekdays and 112 public spaces after 5:00 PM and on weekends. The remaining spaces will be for office tenants (91 spaces during the day and shared at other times).

2. Parking surveys indicate the existing usage of the combined surface lot/library garage (53 vehicles) can be accommodated by the new office garage public area and the library garage (55 daytime spaces). During the evenings and weekends, 112 public spaces will increase the parking supply from 74 spaces for library patrons.

3. Office parking will be provided by a combination of on-site parking (91 spaces) and off-site public parking garages (70-80 spaces in the Chicago Avenue and 40-50 spaces in the Sherman or Maple garages). The off-site leased spaces will be leased for a duration of 12 months. After a period of 12 months the city will revisit and assess the need for said leased spaces with an option to reduce the number of spaces if not utilized. The proposed parking plan will still accommodate the existing needs of the area during the day and provide additional public parking in the evening and during the weekends.

4. The developer will fund the initial cost for installation of a parking signage and detection system for availability of off-site parking in the Church Street and Library Parking garages. The ongoing cost and maintenance of this equipment will be the responsibility of the city.

Public Benefits:
The applicant has presented the following public benefits, aside from developing the property and paying property taxes, as part of the Planned Development proposal:

1. Establish the first ever “Evanston High School Student Pilot Internship” for students pursuing an interest in Land Development and Construction Management at the proposed development.

2. Create a Public/Private Bike Room to serve the immediate public/501C3 employees while also promoting bike usage when possible.

3. Agree to add additional conduit devoted for a future pair of Electrical Vehicles parking spots in the Public Spaces.

4. Replace Public Parking Spaces with Covered Public Spaces while providing off-site parking as well.

5. Allow the City to have full parking access for public use after 5:00 PM on weekdays and full access all hours Saturday and Sunday.

6. Attended to the Evanston Bird Club President’s concerns with Bird Strikes at the building with placement of trees and landscaping at the site.

7. Agreed to hire a local arborist to evaluate the condition of existing trees and explore options with regards to those certain trees.

8. $4M purchase price to the City of Evanston at the closing to Balance the Budget or provide subsidy for much needed programs within the City.
9. Installation of landscaping and street trees within the parkway on the west side of Chicago Avenue.
10. Installation of signed crosswalk in alley west of building.
11. Replacement and/or upgrading of pavement in north-south alley between Church Street and Clark Street.
12. Exceed the minimum City of Evanston set asides for local Labor, particularly local MBE/WBE participation. Developer will coordinate GC to outreach into City Local Labor.

Real Estate Purchase and Sale Agreement
On October 26, 2017, the City and Chicago Avenue Partners LLC entered into the Agreement for Purchase and Sale of the subject property. The Contract contained certain terms that the Purchaser must meet per contract in order for the City to sell the Property:

- Purchase price of the property was originally $5 Million. As stated in Section 3 of the Real Estate Agreement, the purchase price was reduced from $5M to $4 Million in consideration of the reduction in height of the building from 14 to 11 stories. Since that time, the proposed development is now 13 stories. The purchase price for the property is still $4 Million.
- Paragraph 6(e) of the Real Estate Agreement outlines that the existing 75 spaces at the Subject Property must be replaced and inserted into the development as public parking, in addition to the amount needed by Code. The subject development has a total of 112 spaces, however, only 21 spaces would be available to the public during business hours. The required parking for the property is 213 parking spaces. The purchaser never sought an amendment to the contract to address either of these issues. Attached is a copy of the real estate contract for your reference.

Conditions
If the City Council were to approve Ordinance 4-O-19, the following conditions of approval are included:

1. Prior to issuance of building permit, the applicant shall record a Plat of Vacation for the requested alley vacation with Cook County Recorder of Deeds.
2. Within one year of the issuance of the final Certificate of Occupancy for the building, the applicant must submit a traffic study analyzing the turning movements and parking utilization within the garage accessed off of the alley immediately west of the site including analysis of any traffic incidents adjacent to the site. Based on the analysis of the traffic study, the City reserves the right to require additional traffic calming measures or operational restrictions.
3. Deliveries for the office building must be performed from the alley and are prohibited during the hours of 7 AM – 9 AM and 4 PM – 6 PM Monday through Friday.
4. The applicant shall pay a one-time contribution of $20,000 to the City’s Public Art Fund for the Installation of a piece of public art in the immediate neighborhood.
5. The development shall include a minimum of two publicly accessible Electric Vehicle charging stations.

6. The building shall incorporate bird friendly measures, including non-reflective glass windows, doors and balconies, minimize any external lighting from 12:00 am until after dawn during Spring and Fall migration, and avoid guy wires and roof lighting that pose a bird hazard.

7. The applicant shall provide for the installation of parking signage and detection systems indicating availability of off-site parking in the Church Street and Library Parking garages from signage located at the office building parking garage.

8. The applicant shall provide for the purchase and installation of two pay stations as replacement for parking meters on Chicago Avenue.

9. The applicant shall enter a lease agreement for 122 parking spaces within City parking garages.

10. The applicant shall install landscaping improvements and street trees within the parkway on the west side of Chicago Avenue between Church Street and Clark Street.

11. The applicant shall install a signed crosswalk in alley west of the proposed building.

12. The applicant shall replace and/or upgrade the pavement in north-south alley between Church Street and Clark Street as deemed necessary by the Director of the Public Works Agency.

13. The applicant agrees to employ at least five Evanston residents, with a goal of 10 Evanston residents, during construction.

14. The proposed planned development shall substantially conform to the plans and documents attached to this report.

15. The applicant must agree to a Construction Management Plan (CMP) before issuance of the building permit.

16. Any change in use must be approved as an amendment to the Planned Development.

Standards of Approval
The proposed development must satisfy the Zoning Ordinance standards for a Map Amendment in Section 6-3-4-5, Special Use in Section 6-3-5-10, the Standard for Planned Development in 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 some of the standards for approval; however, there are several points of concern.

Standards for Map Amendment (Section 6-3-4-5)

The proposed Map Amendment is consistent with the Comprehensive Plan goals, objectives, and policies as a TOD contributing to the vibrant downtown area, however, the scale and mass of the proposed building in context with the adjacent landmark structures may not satisfy the objective to identify and protect Downtown’s historic
landmarks. The adequacy of the public facilities following the proposed alley vacation is also questionable given that vehicular turning movements to access loading at the proposed and adjacent buildings would be compromised.

**Standards for Special Use (Section 6-3-5-10)**

A Planned Development is listed as a special use in the D3 Downtown Core Development district. The proposal is in keeping with some of the purposes and policies outlined in the Comprehensive Plan and the Zoning Ordinance if a Map Amendment from the R6 Zoning District is granted.

The proposed office building will not cause a negative cumulative effect when considered in conjunction with other special uses in the area. An office development is appropriate within downtown; however, the height, mass, and scale of the proposed development may not be compatible with the adjacent landmarked institutional uses. As such, the proposal may diminish the value of these institutions, but would likely not diminish the value of other properties in the downtown.

As indicated above, the proposal can be adequately served by most public facility infrastructure already available. The street and sidewalk network, as well as water, sewer, electricity and gas infrastructure already exist and service the existing building and structures on the site, however, the vehicular movements in the adjacent alley would be compromised and off-site parking within City parking garages is proposed to serve the building.

Staff has concerns regarding the public parking loss from existing conditions and vehicular movements in the alley. The applicant has submitted a parking and traffic study that explains that there will be minimal effect to the level of service on existing surrounding roadways. The access to the parking garage and loading dock will be provided via the alley, which is currently utilized by vehicular traffic in addition to pedestrians accessing the library.

Finally, with a Map Amendment from the R6 to the D3 Zoning District, the proposal would meet all zoning requirements except for the seven site development allowances requested and outlined above.

**Standards and Guidelines for Planned Developments in D3 District (Sections 6-3-6-9 and 6-11-1-10)**

If the Map Amendment to the D3 Zoning District is granted, the proposed Planned Development generally complies with purposes and the intent of the Zoning Ordinance. The proposal is an office development that is a compatible land use within the larger downtown area, however, the height, bulk, and scale of the proposed project is significantly greater than that of the adjacent landmarked properties within the R6 Zoning District. As previously described, the proposal is in keeping with some of the purposes and policies outlined in the Comprehensive Plan.
The site layout causes concern with regards to both safety and continuity of a pedestrian and walkable experience. There is a lack of active uses on the ground floor and in the base of the building and the proposed location of the building within the existing public alley creates potential conflicts for loading operations at the proposed and adjacent buildings.

Legislative History:
January 9, 2019 – The Plan Commission recommended denial 4-1 of the proposed development.

December 12, 2019 – The Plan Commission opened the public hearing and heard testimony by the applicant and general public. At the request of a property owner within 1000-feet, the hearing was continued to January 9, 2019.

November 14, 2018 – The Design & Project Review Committee (DAPR) recommended denial of the proposed development at the November 14, 2018 meeting citing concerns with vehicular turning movements in the alley, pedestrian safety, lack of on-site public parking, scale of the development adjacent to landmark buildings, the number of site development allowances, and the lack of public benefits provided among other items.

July 11, 2018 – The Design & Project Review Committee (DAPR) reviewed the development and requested additional information and study of vehicular turning movements in the alley, scale of the development adjacent to landmark buildings, the number of site development allowances, and the inclusion of public benefits for the proposed project. The applicant requested that the item be held at DAPR while the information was gathered.

Attachments
- Proposed Ordinance 4-O-19
- Petition in Opposition to Zoning Map Amendment
- 110-R-18, Authorizing the City Manager to Execute an Amendment to the Purchase and Sale Agreement, adopted December 10, 2018
- [Link](#) to Plan Commission Packet of January 9, 2019
- [Link](#) to Plan Commission Packet of December 12, 2018
- Draft Minutes from January 9, 2019 Plan Commission meeting
- Minutes from December 12, 2018 Plan Commission meeting
To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning & Zoning Manager
Melissa Klotz, Zoning Administrator

Subject: Ordinance 9-O-19, Granting a Special Use for a Ground-Floor Medical Office and Major Zoning Relief for No Additional Parking at 524 Main St.

Date: February 4, 2019

Recommended Action
The Zoning Board of Appeals and City staff recommend adoption of Ordinance 9-O-19 granting special use approval for a ground-floor Medical Office, North Shore University Health System, and major zoning relief for no additional parking spaces where 7 additional parking spaces are required for a Medical Office, in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District. The applicant has complied with all zoning requirements and meets all of the standards for special use and major variations for this district.

Livability Benefits
Health & Safety: Improve health outcomes
Equity & Empowerment: Ensure equitable access to community assets

Summary
524 Main St. is the corner unit of The Main mixed-use building on the southeast corner of Main St. and Chicago Ave. The applicant proposes to operate an urgent care clinic, North Shore University Health Clinic, a ground-floor medical office. 524 Main St. is located in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District.

The oDM Dempster-Main Overlay District was established in early 2015 to ensure non-retail activities located on the ground-floor within the Dempster and Main St. commercial corridors do not cause a negative cumulative effect on the business districts. The oDM requires special use approval for all new ground-floor Offices and Financial Institutions. Since the regulation was enacted, one special use was applied for and granted for a Financial Institution, First Bank & Trust, at 520 Main St (also in The Main), and has one
special use request for a ground-floor Medical Office (chiropractor, 705 Main St.) in process, currently with City Council.

North Shore University Health Clinic proposes to operate an immediate care clinic for walk-in care without appointment for non-emergencies. The 3,000 sq. ft. space will feature a lobby/waiting room, exam rooms, and associated support space. The lobby/waiting room is located at the front of the space and includes transparent windows along the entire Main St. frontage as well as one window along the Chicago Ave. frontage. The three exam rooms and a storage space are located along the Chicago Ave. frontage and will be covered with film or blinds for patient privacy. The ZBA recommendation for special use approval includes the condition that window coverings shall not contain advertising or commercial signage.

The facility will operate from 8am-9pm Monday – Thursday, and 8am – 8pm Friday – Sunday. The facility will utilize three employees per shift: a receptionist, doctor, and medical support staff person/nurse. The applicant anticipates 22 patient visits per day, who may then patronize other nearby businesses such as a pharmacy or convenience store. The hours of operation of the facility align well with the existing business district.

The Zoning Ordinance requires seven additional parking spaces for a Medical Office of this size. The Main was approved as a planned development with a site development allowance (zoning relief) to reduce the amount of required parking for the entire mixed-use development. The planned development includes a requirement for an off-site parking lot at 935 Chicago Ave. specifically to be used by office/commercial business employees of The Main. The existing building comprises the entire lot so there is no available location to add additional parking. There are 30 parking spaces on the ground floor of the parking garage available for public use. 8 of those spaces will be available for patient use even though the applicant believes the urgent care facility will only utilize 3-5 parking spaces per hour for patients. All urgent care employees will park in the off-site parking lot at 935 Chicago Ave. or utilize public transportation.

Patients who park in the parking garage will exit the man door out to the Chicago Ave. sidewalk and then walk through the front entrance to the immediate care center at the sidewalk intersection of Chicago Ave. and Main St. To return to vehicles in the parking garage, patients will walk out the front door and return down the Chicago Ave. sidewalk into the parking garage. As recommended by the ZBA, the man door that leads into the parking garage on Chicago Ave. must remain unlocked from the outside during hours of operation of the urgent care clinic.

Deliveries and pick-up of medical supplies and waste will occur via the building’s central loading berth off of the alley. The applicant agreed to this in testimony at ZBA. However, staff recommends the following condition within the special use ordinance (as proposed in Ord. 9-O-19) to ensure deliveries do not occur on Chicago Ave. and Main St.

Deliveries and pick-up of medical supplies, lab specimens, or other equipment related to the use must be made via the loading berth off of the alley and shall not occur on Chicago Ave. and/or Main St.
No exterior modifications to the property are proposed other than signage. The proposed window coverings on the Chicago Ave. frontage are considered signage and will likely need a signage variation and DAPR approval. City is aware of concerns from the surrounding business district related to ground-floor office uses and their impact on nearby retail.

**Comprehensive Plan**

Some objectives from the Evanston Comprehensive General Plan that apply to this application include:

- **Objective:** Maintain the appealing character of Evanston’s neighborhoods while guiding their change.
- **Objective:** Recognize the benefits of mixing residential, commercial, and institutional uses in neighborhoods.

The proposed urgent care will provide a needed service to the surrounding community in a vacant space that has not been able to secure a retail tenant.

**Legislative History**

January 15, 2018: The ZBA unanimously recommended approval of the special use and major zoning relief with the following conditions:

1. Hours of operation shall not exceed 8am-9pm.
2. Additional signage including "no drop-off parking," and "free patient parking located in garage" is required.
3. Employees shall park in the off-site parking lot.
4. 8 dedicated parking stalls for patients are required within the parking garage.
5. No advertising/commercial nature on the window coverings.
6. Chicago Ave. parking access pedestrian door shall remain unlocked from the outside during operational hours.
7. Substantial compliance with the documents and testimony on record.

**Attachments**

- Proposed Ordinance 9-O-19
- January 15, 2019 ZBA Draft Meeting Minutes Excerpt
- Findings for Special Use
- Findings for Major Variations
- January 15, 2019 ZBA Packet
AN ORDINANCE

Granting a Special Use Permit and a Major Variation for a Medical Office Located at 524 Main Street in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District (“North Shore University Health System”)

WHEREAS, the Zoning Board of Appeals (“ZBA”) met on January 15, 2019, pursuant to proper notice, to consider case no. 18ZMJV-0106, an application filed by Jeremy Hall (the “Applicant”), lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 524 Main Street (the “Subject Property”) and located in the C1a Commercial Mixed-Use District and oDM Dempster-Main Overlay District on the ground floor of the North Shore University Health System, for a Special Use Permit to establish, pursuant to Subsection 6-15-17-5 of the Evanston City Code, 2015, as amended (“the Zoning Ordinance”), a ground floor office, and a Major Variation pursuant to Subsection 6-16-3-5, Table 16B of the Zoning Ordinance on the Subject Property; and

WHEREAS, the Applicant requests the following Major Variation:

(A) The Applicant requests an increase of zero (0) parking spaces where an increase of seven (7) parking spaces is required on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a Medical Office and Major Variation met the standards for Special Uses in Section 6-3-5 and for the Major Variation in Section 6-3-8-12 of the Zoning Ordinance and recommended City Council approval thereof; and
WHEREAS, at its meeting of January 28, 2019, 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-0106; and

WHEREAS, at its meeting of January 28, 2019, 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 Medical Office and the Major Variation on the Subject Property as applied for in case no. 18ZMJV-0106.

SECTION 3: The Major Variation approved hereby is as follows:

(A) Approval to have zero (0) parking spaces on the Subject Property. Table 16-B of Subsection 6-16-3-5 requires an increase of seven (7) parking spaces for a total of one hundred fifty-two (152) parking spaces is required on the Subject Property.

SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicant’s Special Use Permit and Major Variations, violation of any of which shall constitute grounds for
penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicant’s testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case.

B. Hours of Operation: The Applicant may operate the Medical Office authorized by this ordinance only between the hours of 8:00 a.m. and 9:00 p.m. on any given day.

C. Signage: The Applicant must provide additional signage in front of the Medical Office with the following information: (1) indication of where no drop-off parking is permitted; and (2) indication that free patient parking is located in the garage.

D. Employee Parking: The Applicant must require employees of the Subject Property to only park in an off-site parking lot.

E. Patient Parking: The Applicant must provide eight (8) dedicated parking stalls for patients within the parking garage.

F. Advertising: No advertising or commercial signs are permitted on the window coverings of the Medical Office.

G. Access: The Chicago Avenue parking access pedestrian door shall remain unlocked from the outside during operational hours of the Medical Office.

H. Deliveries and Pick-Ups: Deliveries and pick-ups for medical supplies, lab specimens, or other equipment related to the use must be made through the rear of the Subject Property and is prohibited from use through the front entrance accessible by Main Street/Chicago Avenue.

I. Recordation: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicant shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”
SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 9: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019
Adopted: _________________, 2019

Approved: ___________________, 2019
_______________________________
Stephen H. Hagerty, Mayor

Attest: 
Approved as to form:

Devon Reid, City Clerk
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

LOT "A" IN THE MAIN CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 1, 2, AND 3 IN BLOCK 11 IN WHITE'S ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 5, 1977 AS DOCUMENT NUMBER 23769201, IN COOK COUNTY, ILLINOIS.

PIN: 11-19-401-024-0000

COMMONLY KNOWN AS: 524 Main Street, Evanston, Illinois.
MEETING MINUTES EXCERPT
ZONING BOARD OF APPEALS
Tuesday, January 15, 2019
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Scott Gingold, Mary Beth Berns, Myrna Arevalo, Mary McAuley, Kiril Mirintchev

Members Absent: Violetta Cullen

Staff Present: 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 October 16, 2018, which were seconded by Ms. Dziekan and approved 3-0 with three abstentions.

New Business

524 Main St.  ZBA 18ZMJV-0106
Jeremy Hall, potential lessee, applies for a special use permit for a ground-floor Medical Office, North Shore University Health System, in the C1a Commercial Mixed-Use District and the oDM Dempster-Main Overlay District (Zoning Code Section 6-15-17-5), and for major zoning relief for parking. The applicant requests an increase of zero parking spaces where an increase of 7 parking spaces is required for a Medical Office, and where a parking reduction for a total of 152 spaces (including 25 off-site) was granted by Planned Development Ord. 32-O-14 (Zoning Code Section 6-16-3-5 Table 16B). 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.

Kent Swanson, Riverside Development, explained the proposal:
- Apartments in the building are currently 90-97% leased, office is 100% leased, and commercial spaces are all leased except for one.
- The second floor office uses do not park in the parking garage at all.
- North Shore will have 8 parking spaces in the garage for patient parking, and 3 in the off-site parking lot for employees.

Ms. Dziekan asked if the other retail space is under lease negotiations and Mr. Swanson explained it was pre-leased but that fell through and another business has not yet been secured.
John Zahara, project manager for North Shore, continued:

- 3,200 sq ft space that will feature an urgent care facility
- Urgent care is a benefit to the community because it is a faster option that seeing a personal doctor since it is walk-in without appointment, and it is cheaper than going to an emergency room for immediate care in a non-emergency.
- Hours of operation will be 8am-9pm Sunday – Thursday and until 8pm on weekends.
- There are 2100 patients of North Shore within the 60202 zip code that will now be able to stay within their neighborhood for care.
- There will be 3 employees per shift, who will park in the off-site parking lot.
- Parking garage has exit door onto Chicago Ave. and that door will remain unlocked from the outside during operational hours of the urgent care clinic.
- Deliveries will arrive by van at the loading dock off of the alley, at most two times per week
- Medical waste is disposed of by a special waste company that comes into the clinic to get it a few times a week.

Ms. Dziekan inquired about the Chicago Ave. window treatments. The applicant explained the only way the interior layout works is with the patient rooms along Chicago Ave. The applicant is currently exploring what kind of window coverings or graphics will be used, and understands the coverings will be reviewed by the City as signage. Ms. Dziekan stated it would be great if the window graphics could be done in conjunction with the business district. Mr. Swanson agreed and noted some newer artistic ¾ window graphics in the area that would be great to replicate.

Mr. Mirintchev noted the front door is not set up well for a stretcher to get in and out. The applicant explained a stretcher would only need to get through there if 911 were called, just like any other business.

Ms. Dziekan asked if there is a drop off area on the street, and the applicant explained no, but cars might pull up north of the street parking for drop offs. Ms. Klotz verified a drop off parking space will not be added on the street. Mr. Gingold asked how free patient parking will be promoted, and the applicant stated it will be noted on their website.

Chair Berns asked if signage for no patient drop offs should be installed. Ms. McAuley noted there are already a lot of drop offs in that area for the CTA and Metra station, so the neighborhood is already used to drop offs and a few more won’t make a difference.

The applicant explained the underground parking is full, the off-site parking is ½ full, and the retail parking garage is very lightly used - maybe ⅓ full, so there is more than enough parking available for the entire building and all uses.

Jason Mutz, 811 Hinman Ave., stated he is a huge proponent of good healthcare but this is a terrible location for an urgent care clinic. The parking in the neighborhood is very tight. Most surrounding businesses have pedestrian customers but an urgent care will bring people by vehicle.
Mr. Gingold agreed that street parking in the neighborhood is extremely difficult, but stated the 8 garage parking spaces for patients sounds adequate to serve an average of 22 customers a day so this use should not further impact the street parking situation.

Chair Berns stated staff could monitor the street parking and if staff finds an issue that can be addressed informally or through the Parking Division.

Yun Park, 1231 Chicago Ave., owner of Soapies, stated that as a frequent visitor to The Main, there is always parking in the garage but it seems like most people are not aware there is free parking there.

Katherine Gotsick, Executive Director of the Main-Dempster Mile, stated there are a range of opinions about this use within the merchant group so there is no official stance in support or opposition.

Mr. Swanson explained he did reach out to many surrounding businesses and it appeared the businesses located west of the train tracks did not seem to care either way about this proposal.

Ms. Dziekan asked if the developer would be amenable to a commitment to lease the last remaining space in the building to a retail tenant, and the property owner responded he cannot guarantee that since leasing has proved difficult.

Chair Berns noted signage that points out free patient parking should help alert the community that there is parking in the garage. Ms. Dziekan agreed, and stated the retail parking sign may not be clear enough to indicate it is parking for patients too.

Deliberation:
Mr. Gingold noted the parking is a big issue for the neighborhood, but this is a small urgent care facility with three employees who will park in the off-site lot, and the eight designated patient parking spaces in the garage sounds adequate given there are only 3 exam rooms. The building needs parking signage that specifies there is free parking for patients (not just retail).

Ms. McAuley and Ms. Dziekan agreed, and Ms. Dziekan noted it can be difficult to find a retail tenant.

Ms. Arevalo agreed that signage can alleviate the parking concern. Mr. Mirintchev agreed, and noted a different business than a Medical Office in that space might have a larger parking demand and make the neighborhood parking situation worse.

Chair Berns stated the window coverings should have local art, no branding or advertising, and the 70/30 coverings that allow some natural light into the exam rooms are desirable.

Standards for Variation:
1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Standards for Special Use:
   1. Yes
   2. Yes
   3. Yes
   4. Yes
   5. Yes
   6. Yes
   7. Yes
   8. Yes
   9. Yes

Mr. Gingold motioned to recommend approval of the special use and major variation with the following conditions:
   1. Hours of operation shall not exceed 8am-9pm.
   2. “No drop off” parking signage is required.
   3. Additional signage clearly signaling that free patient parking is located within the building.
   4. Employees shall park in the off-site parking lot.
   5. 8 dedicated parking spaces within the garage are required for patients.
   6. No advertising/commercial nature on the window coverings.
   7. Chicago Ave. parking access door must remain unlocked during operational hours.

The motion was seconded by Ms. Arevalo and unanimously recommended for approval.
**Findings for Standards of Special Use Permits**

*In the case of*

**Case Number:** 18ZMJV-0106  
**Address or Location:** 524 Main St.  
**Applicant:** Jeremy Hall, North Shore University Health System  
**Proposed Special Use:** Ground-Floor Medical Office in the oDM Dempster-Main Overlay District

After conducting a public hearing on January 15, 2019, 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><em>X</em>_ Met ____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td><em>X</em>_ Met ____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td><em>X</em>_ Met ____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td><em>X</em>_ Met ____Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 6-0</td>
</tr>
</tbody>
</table>
(E) It can be adequately served by public facilities and services

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Vote 6-0

(F) It does not cause undue traffic congestion;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Vote 6-0

(G) It preserves significant historical and architectural resources;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Vote 6-0

(H) It preserves significant natural and environmental features; and

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Vote 6-0

(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Vote 6-0

and, based upon these findings, and upon a vote

6 in favor & 0 against

Recommends to the City Council

approval without conditions

denial of the proposed special use

approval with conditions specifically:

1. Hours of operation shall not exceed 8am-9pm.
2. Additional signage including "no drop-off parking," and "free patient parking located in garage" is required.
3. Employees shall park in the off-site parking lot.
4. 8 dedicated parking stalls for patients are required within the parking garage.
5. No advertising/commercial nature on the window coverings.
6. Chicago Ave. parking access pedestrian door shall remain unlocked from the outside during operational hours.
7. Substantial compliance with the documents and testimony on record.

Attending:  

<table>
<thead>
<tr>
<th></th>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vote:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
In the case of

**Case Number:** 18ZMJV-0106  
**Address or Location:** 524 Main St.  
**Applicant:** Jeremy Hall, North Shore University Health System  
**Proposed Zoning Relief:** Increase of zero parking spaces where 7 additional spaces are required for a Medical Office.

After conducting a public hearing on January 15, 2019, 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>
</table>
| (A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties; | __X__ Met   _____Not Met  
6-0 |
| (B) The requested variation is in keeping with the intent of the zoning ordinance; | __X__ Met   _____Not Met  
6-0 |
| (C) The alleged hardship or practical difficulty is peculiar to the property; | __X__ Met   _____Not Met  
6-0 |
| (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; | __X__ Met   _____Not Met  
6-0 |
| (E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit; | __X__ Met   _____Not Met  
6-0 |
(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>6-0</th>
</tr>
</thead>
</table>

(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;  

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
<th>6-0</th>
</tr>
</thead>
</table>

and, based upon these findings, and upon a vote of

| 6 | 0 |

in favor & against

recommends to the City Council

| X |  |

approval with conditions:

|  | denial |

1. Hours of operation shall not exceed 8am-9pm.
2. Additional signage including "no drop-off parking," and "free patient parking located in garage" is required.
3. Employees shall park in the off-site parking lot.
4. 8 dedicated parking stalls for patients are required within the parking garage.
5. No advertising/commercial nature on the window coverings.
6. Chicago Ave. parking access pedestrian door shall remain unlocked from the outside during operational hours.
7. Substantial compliance with the documents and testimony on record.

<table>
<thead>
<tr>
<th>Attending:</th>
<th>Vote:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violetta Cullen</td>
<td></td>
</tr>
<tr>
<td>X Mary Beth Berns</td>
<td></td>
</tr>
<tr>
<td>X Lisa Dziekan</td>
<td></td>
</tr>
<tr>
<td>X Kiril Mirintchev</td>
<td></td>
</tr>
<tr>
<td>X Scott Gingold</td>
<td></td>
</tr>
<tr>
<td>X Myrna Arevalo</td>
<td></td>
</tr>
<tr>
<td>X Mary McAuley</td>
<td></td>
</tr>
</tbody>
</table>

382 of 385
Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager

Subject: Resolution 12-R-19, Amending City Council Rules and Organization of the City Council Section 6 “Citizen Participation”

Date: February 4, 2019

Recommended Action:
The Rules Committee recommends that the City Council adopt Resolution 12-R-19, amending City Council Rule 6, “Citizen Participation,” to state that ceding time is not permitted.

Livability Benefits:
Equity & Empowerment: Provide for meaningful community engagement; Ensure equitable access to community assets

Summary:
The Rules Committee discussed at its January 22, 2019 meeting the concept of ceding time. City Council Rule 6 “Citizen Participation” does not address ceding time and should be clarified for all interested parties. The Committee directed staff to draft an amended rule to state that ceding time to another speaker will not be allowed.

Attachments:
Resolution 12-R-19
WHEREAS, the City Council amends the City Council Rules and Organization of the City Council of the City of Evanston (“City Council Rules”) from time to time; and

WHEREAS, the business of the City is to be conducted in an orderly and efficient manner to facilitate sound City Council and public deliberation and decision making; and

WHEREAS, the Rules Committee of the City Council requested at its January 22, 2019 meeting, that the City Council Rules should be amended to state that ceding time to another speaker during public comment outlined in City Council Rule 6 “Citizen Participation” is not permitted; and

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

SECTION 1. Rule 6.2 of “Citizen Participation” of the City Council Rules is hereby amended to read as follows:

6.2 The Council shall provide a period for Citizen Comment. Interested persons shall sign their name, address and the agenda item or other topic to be addressed on a designated citizen participation sheet. A speaker may address the Council for no more than three minutes, and only once per Council meeting. The maximum time limit for each speaker is a single three minute time limit applied to any and all topics the speaker addresses. The maximum time period for citizen participation is forty-five minutes. If there are more than 15 speakers, the Mayor will allocate time among the speakers to ensure that citizen comment does not exceed forty-five (45) minutes. Speakers will not
be permitted to cede time to another speaker. The business of the City Council shall commence no later than forty-five (45) minutes after the beginning of Citizen Comment.

SECTION 2. That this Resolution 12-R-19 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: _________________________, 2019