AGENDA

I. CALL TO ORDER / DECLARATION OF QUORUM

II. APPROVAL OF MEETING MINUTES OF February 4, 2019

Citizen Comments

III. ITEMS FOR CONSIDERATION

(HH1) 2019 Special Events in City Parks
Staff recommends approval of the 2019 special events proposed in city parks, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year's calendar includes one new park event (1 Million Steps for OCD Walk).
For Action

(HH2) Resolution 15-R-19, Designating the Portion of Church Street between Hartrey Avenue and Grey Avenue with the Honorary Street Name Sign, “Tina Lifford Way”
The Parks, Recreation and Community Services Board recommend adoption of Resolution 15-R-19, naming the portion of Church Street between Hartrey Avenue and Grey Avenue with the Honorary Street Name Sign, “Tina Lifford Way”
For Action

(HH3) Resolution 16-R-19 Authorizing the City Manager to Enter into Twenty Four Month Lease Agreements for Music Studio Space at the Gibbs Morrison Cultural Center
Staff recommends approval of Resolution 16-R-19 authorizing the City Manager to enter into an agreement for twenty-four (24) month lease terms with Avengerz Music Group LLC
For Action

(HH4) Evanston Rebuilding Warehouse Pathways to Union Apprenticeship Program Proposal
The Minority, Women, and Evanston Based Enterprise (MWEBE) Development Committee recommends approval of the proposed Pathways to Union Apprenticeship Program with Evanston Rebuilding Warehouse (ERW) and Minority Business Consortium (MBC). It is recommended Human Services Committee approve allocations of $40,000 during 2019 which will provide strong pathway for six (6) Evanston residents to access union apprenticeship programs.
For Action

IV. ITEMS FOR DISCUSSION

(HH5) Hillard Heinze Report
Police Chief Cook will discuss with committee the finding of the report.
(HH6) Police Complaint Assessment Committee Recommendations

Staff proposes the implementation strategy cover two calendar years, 2019 and 2020 and a new two year implementation strategy be developed every two years.

(HH8) Discussion of lakefront special events with no connection to Evanston nonprofit

(HH9) Youth and Young Adult Division Update

(HH10) Update on Dog Beach

V. ITEMS FOR COMMUNICATION

VI. ADJOURNMENT
HUMAN SERVICES COMMITTEE  
Monday February 4, 2019  
6:00 p.m.  
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston IL, Council Chambers

Members Present: Alderman Fleming, Alderman Revelle, Alderman Rue Simmons, Alderman Fiske, Alderman Braithwaite

Members not Present:

Staff Present: Kimberly Richardson, Kumar Jensen, Evonda Thomas-Smith, Victoria Benson, Mark Verner, Wally Bobkiewicz, Karen Danczak-Lyons, Paulina Martinez

Presiding Member: Alderman Rue Simmons

CALL TO ORDER / DECLARATION OF QUORUM  
Ald. Rue Simmons called the meeting to order at 6:06 p.m.

APPROVAL OF MEETING MINUTES OF January 7, 2019  
The meeting minutes were moved by Alderman Revelle; Alderman Braithwaite seconded; approved 5-0

Citizen Comments

Alderman Fleming read the following from Kathleen Flaherty who is homebound.

I am a 67 year old disabled woman, largely but not totally housebound. I am also a longtime Evanston resident and retired civil rights lawyer. City venues are frequently inaccessible to me, due to poor indoor air quality. I’ve reported one aspect of this problem—noxious cleaning products—to the Levy Center and to my 9th ward alderwoman. Nothing has come of those reports, probably because cleaners/disinfectants are purchased in bulk by the City for all its venues. At least that’s the impression I got from the Levy Center folks and from running into the same sickening fumes in the basement of the Civic Center.

Converting to effective less-toxic cleaning products should be a no-brainer for this progressive City! And yet….habits die hard. I’d like to suggest that the Human Services Committee take responsibility for removing these completely unnecessary access barriers, perhaps working with the Environment Board and Age-Friendly Evanston Task Force. This is the City’s opportunity for easy/cheap/voluntary compliance with the ADA. I am sharing these comments with the city manager, in case my request for accommodation would be better addressed to the corporation counsel or some other City department, committee, etc.
My illness and disabilities are profoundly isolating. The Levy Center, in particular, should be a meaningful resource for me. But the bathroom and floor cleaning products lock me out. If it's more cost efficient for the city to start with a small trial of product replacement, the Levy Center would be a good place to start. Even seniors without respiratory and immune disabilities are more vulnerable to physical harm from noxious cleaners.

The recent brutal cold brings to mind another strong —*potentially life and death!* — reason for City facilities and City services to eliminate indoor air pollution as an access barrier. A number of Evanston residents lost power during this arctic blast. City warming centers were opened, including the Levy Center. If I need a warming center or a cooling center or temporary shelter in the event of some other natural or man-made disaster, should I not have access to the same venues as other citizens?

It is past time for the City to recognize that access to physical facilities must include—*but must not be limited to*—removal of architectural barriers. Poor indoor air quality blocks access for many, including those with respiratory disabilities. The federal Access Board has recognized this for many years. It is long past time for Evanston to catch up!

**Limited English Language Access Policy Update**
Paulina Martinez Assistant to the City Manager stated a 9-18 month timeframe was observed by other communities that came up with a similar policy. Staff is recommending 12 month to follow the steps outlined in order to properly access the needs of Evanston.

Alderman Fleming voiced concerns of the 12 month process.

Kimberly Richardson Deputy City Manager said staff will assist and translate for those in need. There is a language barrier because there isn't a consistent policy. A language line is available and 311 assists.

**Update on Services Provided during Recent Severe Cold Weather**
Health and Human Services Director Evonda Thomas-Smith thanked Betty Bogg of Connection for the Homeless for providing 24 hour services during the cold weather and Sue Murphy at Interfaith Action for extended services at the Hospitality Center. The overflow of residents from the overnight shelter at Interfaith Action was taken in by Hilda’s Place.

The City contributed a total of twelve cots; six to Interfaith Action and six to Hilda’s Place.

Mrs. Smith also thanked 311, Patrick Deignan, Levy Center and Fleetwood Jourdan for being responsive.

**Social Service Review Status Report**
Deputy City Manager Kimberly Richardson reported the following services/programs will be reviewed; Emergency and General Assistance, Senior Services, Youth and Young Adult, Ombudsmen, Mental Health Board, Victim Advocate and Work Force programs.

The intended core group will consist of staff that provides the service and management.

Alderman Braithwaite “we are fixing a problem that does not exist”. He would like to have the names of staff and departments of the core group when the next update is presented. He wants to make sure those delivering and supervising the services are directly involved.
Alderman Fleming felt a manager from each program might provide a challenge because they will be fighting for their programs. She is glad to see the community will be involved in the process and that the research and work will be done using a lens of racial equity.

Alderman Rue Simmons would like the nonprofit and faith community to have an active role in the process.

Map of City by Income, Education, and Language from 1990-present Report
Alderman Fleming thanked Mark Verner for the information. The map showed a decrease of median family income for African Americans and there was an increase to the non-English speaking population.

Equity and Empowerment Commission
Member of the Equity and Empowerment Commission reported on their progress. They have adopted the NEKC Foundation Race Equity Guide as a framework; completed an race equity training facilitated by the YMCA; adopted key equity concepts to guide and shape the development of the framework and developed a community engagement policy tool which was given to staff for review.

A next step is to complete the equity framework and submit to the committee for review.

Alderman Fleming said it would be beneficial for the Council to go through training to understand racial equity and how decision making impacts it.

EXECUTIVE SESSION
ADJOURNMENT
Unanimously approved, meeting adjourned at 7:06 p.m.

Respectfully Submitted,

Nicola Whyte
Administrative Lead
Memorandum

To: Members of the Human Services Committee
From: Lawrence C. Hemingway, Parks, Recreation and Community Service Director
Subject: 2019 Special Events in City Parks
Date: March 4, 2019

Recommended Action:
Staff recommends approval of the 2019 special events proposed in city parks, contingent upon compliance of all requirements as set forth by the Special Event Policy & Guidelines. This year’s calendar includes one new park event (1 Million Steps for OCD Walk).

Funding Source:
Costs for city services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored Events.

Livability Benefits:
Health and Safety: Promote health, active lifestyles
Equity and Empowerment: support quality human service programs

Summary:
Lakefront park events of 100 participants or more and non-lakefront park events of 250 participants or more require Human Services Committee and City Council approval. Non park events with 250 participants or more and/or requiring a street closure, (with exception of block parties) require Administration and Public Works Committee and City Council approval.

Returning park events with no changes:
Lakefront Park Events: Willard School Fun Run, Honor the Fallen Walk, Nichols School Walk, Starlight Concert and Movie Series, Race Against Hate 5K, 4th of July Fireworks, Great Lake Plunge, Rotary International Staff Picnic, North Shore Century Bike Ride, Walk a Mile in Her Shoes, Flying Turkey 5K Run, NAMI CCNS 5K Run/Walk.

New proposed park event:
1 Million Steps for OCD Walk, 10am - 2pm, Saturday, June 8
A walk to raise awareness and funds to improve the lives of those impacted by OCD and related disorders. Staged in Dawes Park, approximately 150 participants walk along the lakefront path and the Northwestern campus race route.

Attachments:
Special Event Permit Application for 1 Million Steps for OCD Walk
List of 2019 special events in all city parks
List of 2019 Lakefront events (separated for quick reference)
Special Event Permit Policy & Instructions
City of Evanston
2019 Event Permit Application

Submit this application, along with a description of your proposed event, and $150 application fee, to the City of Evanston, Parks, Recreation and Community Services Department, c/o Special Events Committee, 2100 Ridge Ave. Evanston, IL 60201 by Thursday, January 31, 2019. Email: specialevents@cityofevanston.org Fax: (847) 448-8051 Phone: 847-866-2914.

Please refer to the Special Event Permit Instructions on the preceding pages while completing this application.

Event Information

Name of Event: Million Steps for OCD Walk
Estimated # of participants: 150
Event Location(s): Centennial Park / Powers Park
Estimated Attendance: 150

Type of Event: [ ] Festival/Fair
[ ] Race/Walk/Bike Ride
[ ] Sidewalk Sale
[ ] Parade/March
[ ] Concert
[ ] Other

Date(s): 6/8 Rain Date(s): 6/14 Event time: Start 10 a.m./p.m. Finish: 2 a.m./p.m.
Set Up Time: Start: 8 a.m./p.m. Take Down Finish: 4 a.m./p.m.

Yes [ ] No [ ] Is the Event a Fundraiser? Beneficiary: International OCD Foundation/ OCD Midwest
Yes [ ] No [ ] Registration/Entrance Fee: Amount: $ N/A

Organization Information

Yes [x] No [ ] Is this organization registered with the State of Illinois as a non-profit organization?
Organization: OCD Midwest
Address: 1650 Moon Lake Blvd, Hoffman Estates, IL 60169
Business Phone: (847) 308-4994 Fax: E-mail: ocd-midwest@ocdf.org

Contact Person

Name: [ ] are you 18 yrs or older: [x] 18
Address: 4711 S 60th St, South Side, Chicago, IL 60636
Telephone: (224) 287-6871 Cellular: (state) E-mail: bmaxwell@icloud.com
Relation to above organization: Officer
General Service Questions

Section A: Public Works Department: Traffic/Parking/Sanitation:
Yes □ No □ Are street closures requested?
If yes, what streets? ____________________________________________

Justification for street closure: __________________________________

Yes □ No □ Are covering parking meters requested?
If yes, provide locations &/or meter numbers ________________________

Does your event require any other parking related requests or considerations? If so, please list them below:


What is your plan for cleaning, recycling and disposing of all refuse from this event? We will bring receptacles for trash and recycling and will dispose of site after event; we will provide all.

• It is the event organizer's responsibility to dispose of all trash/recycling daily throughout the event, unless otherwise contracted with the City, which will require a fee. A minimum charge of $100 includes 5 trash and 5 recycling carts, $50 for each additional 5 trash and 5 recycling carts. Please refrain from using the public trash/recycling containers for your event.

Section B: Community Development Department: Tent / Electrical / Banner Permit

Yes □ No □ Will tents larger than 10 x 10 be used for your event?

Yes □ No □ Will a stage be used for your event?

Yes □ No □ Will you be using electrical equipment? (Permit not required for small portable generators)
  ▷ If yes, you will need to complete a separate tent and/or electrical permit application. Tent Permit fee is $30 / Electrical Permit fee varies.

• All applicants should provide their own source of power for their specific needs; the City generally will not provide electrical services of any sort. Permit is required for installation of temporary electric service or larger portable power generator (20kw or larger) intended to provide power for multiple vendors, stages, etc.

Yes □ No □ Will you need banners hung?
  ▷ If yes, you will need to complete a separate banner permit application. Fee is $20.

Section C: Fire Department

Yes □ No □ Will the Fire Department have access to all sites in the event of an emergency?
If not, please provide a contingency plan in the event of an emergency.

Yes □ No □ Will any fire hydrants be obstructed?

Yes □ No □ Will you be supplying your own First-Aid station?

Section D: Police-Department

Yes □ No □ Is traffic control or crowd control necessary for your event?

If so, please describe your needs: __________________________________

• Depending on attendance, the City may require Police and/or Fire personnel at the function. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to residents, and reduce the public liability exposure to the sponsoring agency as well as the City. City personnel involved in advance of, during and after, the day(s) of the event may be charged back to the sponsoring agency. Minimum $40 per hour.
Section E: Health Department: Temporary Food Permit
Yes [ ] No [X] Is food or drink being served at this event?
  ➤ If yes, you will need to complete a separate Temporary food event
    permit application. Temporary food event permit fee is $111.
  • No food or beverage shall be sold or given away at events open to the public, unless authorized by the City.

Section F: Legal/Liquor Department: Liquor License
Yes [ ] No [X] Will alcoholic beverages be served or sold?
  ➤ If yes, you will need to complete a separate liquor license application. Liquor license fee is $150.
Complete address where liquor will be served/sold:
Where will the sale of liquor take place: [ ] Indoors [ ] Outdoors
The sale premises are located on: [ ] Private property [ ] Public Property

Section G: Parks, Recreation and Community Services Department: Park Permit
Yes [X] No [ ] Will this event be held in a City Park?
  ➤ If so, which Park(s) (be specific):
    You will need to complete a separate Park permit application. Park permit fee is $150 and $250 for lakefront parks.

Section H: Parks, Recreation and Community Services Department: Loudspeaker Permit
Yes [X] No [ ] Will a PA system or loudspeaker be used?
  ➤ If yes, you will need to complete a separate Loudspeaker permit application and answer the following questions:
    Date(s): [ ] [ ] [ ] [ ] [ ] [ ] [ ] Hours of Operation: [ ] a.m./p.m. Finish: [ ] a.m./p.m.
    Please check the type of sound to be emitted: [ ] Speech [ ] Recorded Music [ ] Live Music [ ] Other: [ ]

Section I: Public Works Department:
Yes [ ] No [X] Does the event include a sidewalk sale?

Section J: City Collector's Office: Raffle Permit
Yes [X] No [ ] Are you selling raffle tickets as part of your event?
  ➤ If yes, you will need to complete a separate Raffle permit application. Raffle permit fee is $50.00.

Section K: Publicity
The City of Evanston lists most major special events that are open to the public on its Web site calendar because neighborhoods and business districts may be affected by traffic, noise, etc. The calendar listing also provides additional promotion of your event to residents and visitors. However, some events are not open to the public and should not be listed. Should your event be included on the City of Evanston’s calendar of events? Yes [X] No [ ]

If yes, at least one month before the event, please email text that you would like us to list to communications@cityofevanston.org or use the space below on this page. Be sure to include the event title, description, day, date, time, location, and admission fee, if any. If you would like us to link to your website, so visitors can access the most up-to-date details, please print the URL link below:

www.crowdwise.com/chicago OC Walk

Recruit volunteers for your event at www.volunteerevanston.com.
Site-Plan Sketch of Event (Completed by Organizer)
In the space below, please detail dimensions, location of all structures, seating, tents, stages, generators, booths, vendors, toilet facilities, emergency vehicle access, parking, solid waste containers, recycling bins, etc. Attach a sheet if additional space is needed.

- General Map of Location
- Street Closures/Parking Information
- Garbage / Recycling Cans
- Tents, Stages, Electrical Equipment
- Loud Speakers
- Food/Alcohol Vendor Booths
- Electricity Sources
- Water Sources
- Toilet Sites

Applicant's Statement of Agreement:
Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations included in this application including the instruction section of this application. The permit, if granted, is not transferable and is revocable at any time at the absolute discretion of the City of Evanston. I hereby affirm that the above information is true and correct in describing the intent of this application. I understand that the issuance of the special event permit is contingent upon compliance of all conditions and requirements.

I, [Name], hereby agree to abide by the provisions in this application and the instructions attached hereto.

[Signature of Applicant]  [Date]  

2019 Permit Application
Hold Harmless/Indemnification Agreement

Applicant has requested permission to hold 2019 OCDF Awareness Week in the City of Evanston. For consideration of such permission, Applicant hereby fully releases and discharges the City of Evanston, its officers, agents and employees from any and all claims from injuries, including death, damages, and/or loss, which may arise or which may be alleged to have arisen out of, or in connection with said event.

Applicant further agrees to indemnify, hold harmless, and defend the City of Evanston, its officers, agents and employees, from any and all claims resulting from injuries, including death, damages, and/or losses, including, but not limited to, the general public, which may arise or which may be alleged to have arisen out of, or in connection with said event.

In addition, Applicant has furnished and attached two (2) certificates of General Liability insurance with the City of Evanston named as an additional insured in an amount to be determined by the City’s Special Events Committee, but in no case less than $1,000,000.

Applicant

OCD Midwest

Name

Brook Maxwell

Title

Signature

11/25/17

Date
The 1 Million Steps 4 OCD Walk is the largest event focused solely on raising awareness and funds for OCD and related disorders.

Each year, members of the OCD community from across the country — and around the world — join together and walk to raise awareness, hope, and funds to support the important programs of the IOCDF and our partnering Local Affiliates. These programs aim to drive change through advocacy, education, research, and resources that improve the lives of those living with OCD and related disorders.
<table>
<thead>
<tr>
<th>Event Details</th>
<th>Start Date</th>
<th>End Date</th>
<th>Event Time:</th>
<th>Organization:</th>
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</thead>
<tbody>
<tr>
<td>Plant sale in Independence Park at Central St/Stewart; central st (adjacent to park) acts as loading zone for materials - same as past years</td>
<td>Wed 5/15/19</td>
<td>Sat 5/18/19</td>
<td>9:00am - 4:00pm</td>
<td>Lincolnwood Garden Club of Evanston</td>
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<td>Supporters of green causes gather in a large tent in the Ladd Arboretum to converse, eat, drink and dance the night away. Same as last year</td>
<td>Fri 5/17/19</td>
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<td>7:00pm - 10:30pm</td>
<td>Evanston Env Assoc</td>
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<td>Young Evanston Artists display art in Raymond Park, with closure of Lake St from Chicago Ave to Himman - same as past years</td>
<td>Sat 5/18/19</td>
<td></td>
<td>10:00am - 3:00pm</td>
<td>Young Evanston Artists Foundation</td>
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<td>Staged in Centennial Park participants run on the lakefront path - same as last year</td>
<td>Sun 5/19/19</td>
<td></td>
<td>9:00am - 10:00am</td>
<td>Willard School PTA/ Dist 65</td>
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<td>Active duty and veteran soldiers walk from Glencoe to Chgo - Evanston portion is along Sheridan Rd sidewalk and lakefront path, stop in Centennial Park for lunch then continue on Lakefront path to Chgo - same as past years</td>
<td>Fri 5/24/19</td>
<td></td>
<td>9:00am - 2:30pm</td>
<td>Chicago Veterans</td>
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<tr>
<td>Memorial Day Ceremony in Fountain Square</td>
<td>Mon 5/27/19</td>
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<td>10:00am - 12:00pm</td>
<td>Evanston American Legion Post 42</td>
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<td>Participants walk on sidewalk from Nichols School to Lakefront; then along the path and back to Nichols. Same as past years.</td>
<td>Tue 5/28/19</td>
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<td>11:30am - 2:00pm</td>
<td>Nichols Middle School / Dist 65</td>
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<td>Plant sale in Independence Park at Central St/Stewart - same as past years</td>
<td>Sat 6/1/19</td>
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<td>8:00am - 3:00pm</td>
<td>Evanston Garden Council</td>
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<td>Concert in Dawes park - same as past years</td>
<td>Tue 6/4/19</td>
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<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
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<td>A walk to raise awareness and funds to improve the lives of those impacted by OCD and related disorders. Staged in Dawes Park, participants walk along the lakefront path and Northwestern campus race route</td>
<td>Sat 6/8/19</td>
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<td>10:00am - 2:00pm</td>
<td>OCD Midwest</td>
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<td>Concert Bent Park - same as past years</td>
<td>Tues 6/11/19</td>
<td></td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
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<td>Dance series in Fountain Sq (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 6/13/19</td>
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<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
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<td>Festival at Main, Chgo, Washington, Custer &amp; Eiden Park - same as past years</td>
<td>Sat 6/15/19</td>
<td>Sun 6/16/19</td>
<td>10:00am - 9:00pm</td>
<td>Evanston Festival Theatre Inc.</td>
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<td>5K race at Lincoln &amp; Sheridan (Long Field)- Lakefront path - same as past years</td>
<td>Sun 6/16/19</td>
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<td>7:00am - 11:00pm</td>
<td>YWCA Evanston</td>
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<td>Concert in Twiggs Park - same as past years</td>
<td>Tue 6/18/19</td>
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<td>Concert Baker Park - same as past years</td>
<td>Tues 6/25/19</td>
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<td>Concert in Kamen East park - same as past years</td>
<td>Tue 7/2/19</td>
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<td>7:00pm - 8:30pm</td>
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<td>Parade on Central St / Fireworks at Lakefront - same as past years</td>
<td>Thur 7/4/19</td>
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<td>2:00pm - 10:00pm</td>
<td>Evanston Fourth of July Association</td>
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<td>Community Picnic in James Park - same as past years</td>
<td>Thur 7/4/19</td>
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<td>2:00pm - 11:00pm</td>
<td>Geral Daye</td>
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<td>Concert in Canal Shores Golf Course - same as past years</td>
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<td>Downtown Evanston</td>
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<td>8/16/19</td>
<td>Thursday Night Live</td>
<td>Downtown Evanston</td>
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<td>8/17/19</td>
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<td>8/18/19</td>
<td>Thursday Night Live</td>
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<td>8/19/19</td>
<td>Thursday Night Live</td>
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<td>8/20/19</td>
<td>Thursday Night Live</td>
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<td>8/21/19</td>
<td>Thursday Night Live</td>
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<td>8/22/19</td>
<td>Thursday Night Live</td>
<td>Downtown Evanston</td>
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<tr>
<td>8/23/19</td>
<td>Rotary Staff Picnic</td>
<td>Rotary International</td>
<td></td>
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<tr>
<td>8/24/19</td>
<td>Movie in the Park</td>
<td>City of Evanston</td>
<td></td>
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<tr>
<td>8/25/19</td>
<td>Evanston Community Picnic</td>
<td>City of Evanston</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event Name</td>
<td>Event Description</td>
<td>Date</td>
<td>Time</td>
<td>Organizers</td>
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</tr>
<tr>
<td>TPAN Ride for Life Chicago</td>
<td>Staged at Chandler - bike ride from Evanston to Wisconsin and back with closing ceremony in Leahy Park - same as past years</td>
<td>Sat 9/7/19</td>
<td>Sun 9/8/19</td>
<td>Test Positive Aware Network Inc., (TPAN)</td>
</tr>
<tr>
<td>North Shore Century</td>
<td>Registration is staged in Dawes Park and Lagoon bldg - bike ride to Kenosha and back. Same as past years.</td>
<td>Sun 9/15/19</td>
<td>6:00am - 6:00pm</td>
<td>Evanston Bicycle Club</td>
</tr>
<tr>
<td>Walk a Mile in Her Shoes</td>
<td>A walk to raise awareness about men's sexualized violence against women. Staged in Centennial Park, participants walk 1 mile on lakefront path wearing women's heels. Same as past years.</td>
<td>Sat 9/28/19</td>
<td>10:00am - 12:00pm</td>
<td>Northwest Center Against Sexual Assault (NWCSA)</td>
</tr>
<tr>
<td>NAMI Cook County N Suburban 5K Run/Walk</td>
<td>Staged in Centennial Park, participants run along Sheridan Rd sidewalk, Northwestern campus race route and the lakefront path - same as last year</td>
<td>Sun 10/6/19</td>
<td>9:00am - 10:30am</td>
<td>NAMI Cook County N Suburban</td>
</tr>
<tr>
<td>Zombie Scramble</td>
<td>A 2- to 4-mile course where participants attempt to outwit and outrun “zombies” and finish the course with all their “lives” intact - on Ladd Arb path. Same as past years.</td>
<td>Sat 11/2/19</td>
<td>4:00pm - 10:00pm</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Ceremony in Fountain Square - same as past years</td>
<td>Mon 11/11/19</td>
<td>10:00am - 12:00pm</td>
<td>Evanston American Legion Post 42</td>
</tr>
<tr>
<td>Flying Turkey 5K Run/Walk</td>
<td>Staged in Dawes Park - 5k along Sheridan Rd between Clark and Lincoln; then on NU property; then lakefront path close Sheridan from Clark to Lincoln for runners to start race. Same as past years.</td>
<td>Thur 11/28/19</td>
<td>9:00am - 10:30am</td>
<td>Jonathan Cain</td>
</tr>
<tr>
<td>Menorah Lighting</td>
<td>Ceremony in Fountain Square (south plaza) - same as past years</td>
<td>Dec TBD</td>
<td>5:00pm</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>Kinara Lighting</td>
<td>Ceremony in Fountain Square (south plaza) - same as past years</td>
<td>Dec TBD</td>
<td>11:00am</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>First Night Evanston</td>
<td>Family activities in Downtown Evanston - same as past years</td>
<td>Tue 12/31/19</td>
<td>12:00pm - 12:30am</td>
<td>First Night Evanston Inc</td>
</tr>
</tbody>
</table>
# 2019 Events in Lakefront Parks

<table>
<thead>
<tr>
<th>Event Details</th>
<th>Organization</th>
<th>Event Days</th>
<th>Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Starlight Concert</strong>&lt;br&gt;Movie in Dawes Park - same as past years</td>
<td>City of Evanston</td>
<td>1</td>
<td>Low June</td>
</tr>
<tr>
<td><strong>1 Million Steps for OCD Walk</strong>&lt;br&gt;NEW&lt;br&gt;A walk to raise awareness and funds to improve the lives of those impacted by OCD and related disorders. Staged in Dawes Park, participants walk along the lakefront path and Northwestern campus race route</td>
<td>OCD Midwest</td>
<td>1</td>
<td>Low June</td>
</tr>
<tr>
<td><strong>5K Race Against Hate</strong>&lt;br&gt;Staged at Lincoln &amp; Sheridan (Long Field) - 5K along Sheridan Rd, lakefront path and NU path - same as past years</td>
<td>YWCA Evanston</td>
<td>1</td>
<td>Low June</td>
</tr>
<tr>
<td><strong>Fourth of July Parade/Fireworks</strong>&lt;br&gt;Parade on Central St / Fireworks at Lakefront - same as past years</td>
<td>Evanston Fourth of July Association</td>
<td>1</td>
<td>High July</td>
</tr>
<tr>
<td><strong>Great Lake Plunge Swim Challenge</strong>&lt;br&gt;A swim challenge at Dempster St Beach that consist of 3 races: a 1k, 2k and 4k swim around a designated loop with buoys to define the course - same as last year</td>
<td>Team OWOL of Evanston</td>
<td>1</td>
<td>Low July</td>
</tr>
<tr>
<td><strong>Rotary Staff Picnic</strong>&lt;br&gt;Rotary Int'l staff picnic in Centennial Park - same as past years</td>
<td>Rotary International</td>
<td>1</td>
<td>Low Aug</td>
</tr>
<tr>
<td><strong>Movie in the Park</strong>&lt;br&gt;Movie in Dawes Park - same as past years</td>
<td>City of Evanston</td>
<td>1</td>
<td>Low Aug</td>
</tr>
</tbody>
</table>

**North Shore Century**<br>Registration is staged in Dawes Park and Lagoon bldg -bike ride to Kenosha and back. Same as past years.<br>Organized by Evanston Bicycle Club | Evanston Bicycle Club | 1 | High Sep |

**NAMI Cook County N. Suburban 5K Run/Walk**<br>Staged in Centennial Park, participants will run along Sheridan Rd sidewalk, Northwestern campus race route and the lakefront path<br>Walk to raise awareness about men's sexualized violence against women. Staged in Centennial Park, participants walk 1 mile on lakefront path wearing women's heels. Same as past years.<br>Organized by National Alliance on Mental Illness (NAMI) Cook County N. Suburban | National Alliance on Mental Illness (NAMI) Cook County N. Suburban | 1 | High Sep |

**Walk a Mile in Her Shoes**<br>Staged in Dawes Park- 5k along Sheridan Rd between Lincoln and Greenwood and on NU property; close Sheridan from Clark to Lincoln. Same as past years.<br>Walk to raise awareness about men's sexualized violence against women. Staged in Centennial Park, participants walk 1 mile on lakefront path wearing women's heels. Same as past years.<br>Organized by Northwest Center Against Sexual Assault (NWCSA) | Northwest Center Against Sexual Assault (NWCSA) | 1 | Low Sep |

**Flying Turkey 5K Run/Walk**<br>Staged in Dawes Park- 5k along Sheridan Rd between Lincoln and Greenwood and on NU property; close Sheridan from Clark to Lincoln. Same as past years.<br>Organized by Jet Events, LLC (Eliot Wineberg) | Jet Events, LLC (Eliot Wineberg) | 1 | High Nov |

**Willard School Fun Run**<br>Staged in Centennial Park participants run on the lakefront path - same as last year<br>Organized by Willard School PTA / Dist 65 | Willard School PTA / Dist 65 | 1 | Low May |

**Honor the Fallen Walk**<br>Active duty and veteran soldiers walk from Glencoe to Chgo -Evanston portion is along Sheridan Rd sidewalk and lakefront path, stop in Centennial Park for lunch then continue on Lakefront path to Chgo - same as past years<br>Organized by Chicago Veterans | Chicago Veterans | 1 | Low May |

**Nichols Sandy McDermott Walkathon**<br>Participants walk on sidewalk from Nichols School to Lakefront; then along the path and back to Nichols. Same as past years.<br>Organized by Nichols School / Dist 65 | Nichols School / Dist 65 | 1 | Low May |

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**Total of 1 High and 6 Low**

Policy allows a total of 6 high impact and 10 low impact events between Memorial Day and Labor Day (May 29 and Sept 4)

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**Total of 3 High and 4 Low**

Policy allows a total of 5 high impact and 12 low impact events between Labor Day and Memorial Day (Sept 5 and May 28)
Thank you for your interest in holding a special event in the City of Evanston. Enclosed are the materials needed to obtain a Special Event Permit for your upcoming event. Please follow the application directions very carefully. These first three pages should be removed from the completed application and kept by the event coordinator for reference. Also, an application checklist is included on page three of the instructions for further assistance. Some of the information will not apply to your specific event. However, no Special Event Permit will be issued without submittal of a signed application (See the bottom of Page 4 of the application) and requested documentation. Your event must have final approval of the City of Evanston Special Events Committee and in some cases the City Council.

Your event will be assigned to a staff person who will assist you throughout this process and will be your primary contact. You will be notified by your primary contact person if your event requires additional permits such as a: tent permit, temporary food permit, electrical permit, or liquor license, which must be obtained before you can receive a Special Event Permit.

**Minimum Requirements/Criteria**

The following criteria will be used to determine if the event is considered a Special Event:

1. All outdoor events requested on City property, i.e. street, sidewalk, park, etc., and/or deemed to significantly impact the City are considered Special Events.
2. An event that requires City Council approval is a Special Event. Special events that require City Council approval include:
   - Lakefront Events of 100 participants or more require Human Services Committee and City Council approval. Due to the high usage of the lakefront parks, which generates associated environmental, health and life safety issues, Special Event Permits are limited in lakefront parks.
   - Non-Lakefront Park Events of 250 participants or more require Human Services Committee and City Council approval.
   - Events requiring Street Closure of 250 participants or more (with the exception of block parties) require Administrative & Public Works Committee and City Council approval.

**Requirements and Conditions**

1. **Compliance with City ordinances.** The applicant shall comply with all applicable City ordinances, codes, conditions, and requirements.
2. **Compensation for City Staffing.** Depending on attendance, the City may require city personnel including Police and/or Fire, at the function. All City personnel involved in advance of, during and after, the day(s) of the event may be charged back to the sponsoring agency. The City shall determine the number of personnel necessary to ensure the safety of participants, minimize the inconvenience to our residents, ensure the success of the event, and reduce the public liability exposure to the sponsoring agency as well as the City. The bill will be transmitted to the sponsoring agency within thirty (30) days after the completion of the event.
3. **Food and Beverage Service.** No food or beverages shall be sold or given away at the outdoor event, unless approved by the City’s Health Department. We highly encourage the rental and usage of the City’s water trailer over the use and distribution of bottled water.
4. **Recycling and Refuse Service.** All events that anticipate generating more refuse and recycling than can be handled by publicly located containers must co-locate all refuse and recycling containers. There should be no locations where a refuse or recycling can is placed without its counterpart.
5. **Liquor Consumption and Service.** No alcohol shall be sold or given away at the outdoor event, unless approved by the Mayor. Applications are received by the Legal Department and submitted to the Mayor for approval.
6. **Electrical Power.** All applicants should provide their own source of power for their specific needs; the City generally will not provide electrical services of any sort.
7. **Misc.**
   a. Street closures are generally not permitted other than on Sunday mornings to minimize inconvenience to Evanston residents (with the exception of block parties).
   b. The City of Evanston is not responsible for any accidents or damages to persons or property resulting from the issuance of a Special Event Permit.
c. The Special Event Permit is non-transferable and can only be used on the designated dates and times as printed and is required to be posted on site during the event.

d. The City of Evanston reserves the right to suspend, cancel and/or reschedule events. The event coordinator is responsible for ensuring that the organization and all participants and spectators abide by all the above conditions, ordinances, codes, and requirements.

**Application Process**

1. **Application Submittal.**

**Due Date.** The attached special event permit application form must be completely filled out, signed and submitted to the Parks, Recreation and Community Services Department by **January 31, 2019** to allow sufficient time for City staff to evaluate your request and provide a recommendation to City Council for consideration, if necessary.

   - **Required Attachments.**
     - **Narrative.** Describing in detail the nature of the event.
     - **Site plan.** Detail dimensions, location of all structures, seating, tents, stages, generators, booths, vendors, toilet facilities, emergency vehicle access, parking, solid waste containers, recycling bins, etc.
     - **Hold Harmless Agreement.** A signed Hold Harmless Release Agreement must be submitted with each application (see page 5 of application.)
     - **Certificate of Insurance.** The City of Evanston requires a Certificate of Insurance naming the City as an additional insured in the amount of $1,000,000 unless a greater amount is warranted.
     - **Security Deposit/Bond.** A security bond or safety deposit may be required, depending on the size and nature of the event.

**Fees**

1. **Application Fee.** A non-refundable “Application fee” of $150 must be submitted along with the application for all non-City sponsored events.

2. **Permit Fees.** Permit fees (electrical, tent, alcohol, raffle, food, park, etc.) can not be waived and are separate from the application fee. No Special Event Permit will be issued until the permit fees have been paid and a copy of the permit submitted to the city staff contact person assigned to oversee the event. (fees are listed below)

   - **Tent Permit:** $30.00 (per tent larger than 10x10)
   - **Electrical Permit:** Varies
   - **Liquor License (special events):** $150
   - **Temporary Food Permit:** $111.00
   - **Raffle Permit:** $50.00
   - **Park Permit:** $125 (Lakefront Park $250)
   - **Banner Permit:** $20
   - **Water Trailer:** Varies
   - **Security Bond or Maximum Security Deposit:** Varies

All City permit applications can be found online at http://www.cityofevanston.org/business/permits-licenses/

3. **Event Fees (Cost for City Services / City Staffing):**
   a. **City Events and City-Sponsored Events**- Cost for City Services will be waived.
   b. **Outside Agency Events** - The City requires 100% reimbursement from the event coordinator for all costs to provide City services for such events.

4. **Payment.**
   a. Make all checks payable to the “City of Evanston/Special Events” and note your business name and event name.
   b. All fees are non-refundable.
To: Members of the Human Services Committee

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

Subject: Resolution 15-R-19, Designating the Portion of Church Street between Hartrey Avenue and Grey Avenue with the Honorary Street Name Sign, “Tina Lifford Way”

Date: March 4, 2019

Recommended Action:
The Parks, Recreation and Community Services Board recommend adoption of Resolution 15-R-19, naming the portion of Church Street between Hartrey Avenue and Grey Avenue with the Honorary Street Name Sign, “Tina Lifford Way”

Funding Source:
Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate total cost to create all three signs is $200. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Public Service Bureau - Traffic Operations’ materials fund (Account 100.40.4520.65115) which has a fiscal year 2019 budget of $58,000 and a year to date balance of $55,000.

Livability Benefits:
Education, Arts & Community: Promote a cohesive and connected community

Summary:
The Honorary Street Name Sign program was established in 1996 to allow citizens the opportunity to honor individuals or groups that have made significant contributions to the City. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. The request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long.
Legislative History:
On February 21, the Parks, Recreation and Community Services Board unanimously approved the Honorary Street Name Sign application submitted by Alderman Robin Rue Simmons in honor of Tina Lifford.

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Attachments:
Resolution 15-R-19
Honorary Street Name Sign Application for Tina Lifford
15-R-19

A RESOLUTION

Designating that Portion of Church Street
Between Hartrey Avenue and Grey Avenue with the
Honorary Street Name Sign, “Tina Lifford Way”

WHEREAS, Tina Lifford is an African American actress who has appeared, starred or co-starred in over one hundred movies and television shows, over twenty theatrical plays, wrote and performed the play, *The Circle*, and is the author of *The Little Book of Big Lies and Truths that Set You Free*; and

WHEREAS, Ms. Lifford was born in Evanston and lived at 2129 Church Street from 1954-1964; and

WHEREAS, Ms. Lifford attended Foster School in Evanston where she was first introduced to Stage Theater and discovered her love for acting. Ms. Lifford performed in school productions throughout her schooling, attending Washington Elementary School and Chute Middle School; and

WHEREAS, Ms. Lifford returned to Evanston in 2013 for a limited run of her original play *The Circle*, which was performed at her childhood school auditorium at the former Foster School; and

WHEREAS, Ms. Lifford currently co-stars in the television drama, *Queen Sugar*, produced by filmmaker Ava DuVernay and Oprah Winfrey; and

WHEREAS, Ms. Lifford’s business efforts focus on wellness, improving the human spirit and encouraging female youth to pursue their dreams under the name The Inner Fitness Project,
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as fact and
incorporated herein by reference.

SECTION 2: On behalf of the entire citizenry of the City of Evanston, the
City Council hereby expresses appreciation for Tina Lifford by designating that portion
of Church Street between Hartrey Avenue and Greg Avenue “Tina Lifford Way.”

SECTION 3: This Resolution 15-R-19 will be in full force and effect from
and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:

______________________________
Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: ____________________, 2019
City of Evanston
Honorary Street Name Sign Application Form

PURPOSE OF PROGRAM: The Honorary Street Name Sign program was established to allow citizens the opportunity to honor people who have contributed greatly to the City of Evanston through cultural, historic, or humanitarian acts. Request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. Final approval is granted by the Evanston City Council.

PLEASE FILL OUT THE APPLICATION BELOW:

NAME OF HONOREE: __________ Tina Lifford Way ____________________________
(as it would appear on the street sign)

PROPER STREET NAME: __________ Church Street ______________________________

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

__________________________________________
Hartrey Ave and Grey Ave.

PLEASE CHECK ALL THAT APPLY, AND GIVE A BRIEF EXPLANATION FOR EACH OF THE APPLICABLE CRITERIA. A STREET CAN BE NAMED FOR AN INDIVIDUAL, OR GROUP/DESIGNATION.

X CULTURAL IMPACT TO CITY: Tina Lifford is an African American Actress who has appeared/starred/co-starred in over 100 movies and television shows; appeared in over 20 theatrical plays; wrote and performed one play and published one book. The home located on the corner of Hartrey Avenue and Church Street is her birth home from 1954 – 1964.

Lifford was nominated for an Ace award for best supporting actress while on Knots Landing. She starred as Renee Trussell on NBC’s series, Parenthood, and as Evelyn Lancaster on VH1’s Single Ladies. Lifford has played parts in shows with other notables – Jennifer Lopez, Danny Glover, Steve Martin, Bruce Willis, Sydney Poitier, Michael Caine and Clint Eastwood.

Her professional career began in 1983 in Hill Street Blues. Lifford performed as lead on South Central, and support roles in CSI, Cold Case, In Plain Sight, Criminal Minds, Nip/Tuck and Heroes. Tina also portrayed the Iconic Winnie Mandela in the Showtime biopic Mandela and de Klerk as well as Mama Haze in The Temptations Story.

Lifford currently co-stars in the television drama, Queen Sugar, produced by filmmaker Ava DuVernay (Selma, Wrinkle in Time, 1th 13th) and Oprah Winfrey playing the character Violet Bordelon, “Aunt Vie” on the OWN station.
X. HISTORICAL IMPACT TO CITY: Tina Liford was born in 1954 in Evanston in and lived at 2129 Church Street, on the corner of Church Street and Hartrey Avenue with her parents and three siblings. She attended Foster School where she was first introduced to stage theater and discovered her love for acting. Liford performed in school productions throughout her schooling. She later attended Washington School, and one year at Chute Middle School before the family relocated to Los Angeles where she continued to pursue her acting career.

X. HUMANITARIAN EFFORTS: Having her roots in Evanston, Liford returned to her Evanston home in February, 2013 for a very limited run of her original play The Circle, (one of the first national showings) at her childhood school auditorium at the former Foster School. She shared in a 2013 interview with Shorefront, "I am a product of this community. It is only right that I give back to it." Her business efforts focus on wellness, improving the human spirit and encouraging female youth to pursue their dreams under the name The Inner Fitness Project.

X. CLOSE ASSOCIATION WITH EVANSTON: Tina Liford was born in 1954 in Evanston, IL and lived at 2129 Church Street, on the corner of Church Street and Hartrey Avenue with her parents and three siblings.

X. DISTINGUISHED CAREER BROUGHT TO THE CITY:
Tina Liford had the following nominations:
2018 NAACP Image Award for outstanding supporting actress in drama series, "Queen Sugar"
1996 ACE Award for best actress in a dramatic special or series, "America's Dream"

X. GEOGRAPHICAL RELATIONSHIP OF STREET TO FOCUS OF INTEREST
The home where Tina Liford was raised from birth and her early life is 2129 Church Street, a small home facing Church Street and side entry facing Hartrey Avenue. She lived in the home from 1954-1964. She was introduced to and nurtured her early love for acting in that home and while a student at Foster School.

X. A LIVING INDIVIDUAL (EXCLUSIVE OF CITY OF EVANSTON STAFF)
Tina Liford website: https://www.tinalifford.com/about.html
Also: https://en.wikipedia.org/wiki/Tina_Liford and IMDB

Signature of Applicant: 
(Alderperson) 
Date: 1/24/19

Applicant's Address: 2018 Dodge Avenue, Evanston, IL 60201 Phone 847-521-6434
Email: rsimmons@cityofevanston.org

Signature of Applicant: 
(Moore) 
Date: 11/9/2018

Applicant's Address: 2214 Ridge Avenue, Evanston, IL 60201 Phone 847-475-5321
Email: shorefront@me.com

Submit completed form to:
City of Evanston
Parks, Recreation and Community Services Department
2100 Ridge Ave., Evanston, IL 60201
Fax: 847-448-8051
pbelcher@cityofevanston.org
Honorary St. Name Sign - Tina Lifford Way

February 15, 2019

User drawn lines

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This map is not a plat of survey. The map is provided "as is" without warranties of any kind. See www.cityofevanston.org/pgm for more information.
Tina Lifford
Actress  Miscellaneous Crew

View Resume  Official Photos »

Tina Lifford emerged as an actress in 1994 as series lead in the critically acclaimed FOX comedy-drama South Central. In a career of more than twenty-five years, notable credits include Grand Canyon (1991), Mandela and De Klerk (1997), Blood Work (2002), -hostage (2005), Parenthood (2011-2015) and Scandal (2015). Her humanitarian work focuses on... See full bio »

More at IMDbPro -
Contact Info: View agent, publicist, legal on IMDbPro

Filmography

Jump to: Actress  Miscellaneous Crew  Thanks  Self

Actress (106 credits)

A Gift to Remember 2 (TV Movie)  (pro-production)
Mrs. Herley

Queen Sugar (TV Series)
Violet Bordelon
- From the Pulse of Momma (2018)  - Violet Bordelon
- The Horizon Leans Forward (2018)  - Violet Bordelon
- Your Passages Have Been Paid (2018)  - Violet Bordelon
- Here Beside the River (2018)  - Violet Bordelon
- The Tree and Stone Were One (2018)  - Violet Bordelon
Show all 42 episodes

A Gift to Remember (TV Movie)
Mrs. Herley

Scandal (TV Series)
CIA Director Lowry
- A Stomach for Blood (2017)  - CIA Director Lowry
- Survived the Fittest (2017)  - CIA Director Lowry
- You Can't Take Command (2013)  - CIA Director Lowry
- No More Blood (2015)  - CIA Director Lowry
- Gladiators Don't Run (2015)  - CIA Director Lowry
Show all 8 episodes

Criminal Minds: Beyond Borders (TV Series)
Brunda Willis
- Dental (2016)  - Brunda Willis

2015-2017

2016-2018

2017
Advertising spot for the TV drama, Queen Sugar (2018). Tina Lifford, near bottom left, as Aunt Vie.

One of several shots that appeared in the December 2017 issue of Essence Magazine,
Photo by Kauwuane Burton
Additional information in support for a street name honoring the accomplished career of Tina Lifford

Tina Lifford: top row, 5th from right

Screen shot of the movie Bloodwork (2002) starring (l-r) Paul Rodriguez, Tina Lifford and Clint-Eastwood
Memorandum

To: Chair and Members of Human Services Committee

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

Subject: Resolution 16-R-19 Authorizing the City Manager to Enter into Twenty Four Month Lease Agreements for Music Studio Space at the Gibbs Morrison Cultural Center

Date: March 4, 2019

Recommended Action:
Staff recommends approval of Resolution 16-R-19 authorizing the City Manager to enter into an agreement for twenty-four (24) month lease terms with Avengerz Music Group LLC.

Funding Source:
Revenues are deposited into Gibbs-Morrison Business Unit 100.30.3225.53565

Livability Benefits:
Education, Arts & Community: Incorporate arts and cultural resources
Support social and cultural diversity

Summary:
As part of the 2019 budget process staff looked at opportunities to increase revenue for the Gibbs-Morrison Cultural Center. In reviewing a variety of areas for increased revenue it was determined that an opportunity to lease out the Delores A. Holmes Recording Studio could potentially bring in an additional $10,000 annually. Staff approached several local individuals with experience in recording studios.

Staff approached several local individuals with experience operating recording studios and only received one response. A proposal to operate the recording studio was submitted by Avengerz Music Group LLC, owned by Seth Watson. Staff reviewed the proposal and is recommending Avengerz Music Group LLC to City Council for approval.

Avengerz Music Group LLC will bring in some of their own equipment while also using City owned items to include the following: amps, direct boxes, mixing board, pop filters, mic stands, boom stands, computer/monitor, headphones, speakers and microphones.
The term of this Agreement will be for two years (24 months), March 1, 2019 – March 1, 2021 with an increase in the monthly rental rate from $900 to $1,000 after the first twelve (12) months.

<table>
<thead>
<tr>
<th>Tenant Name</th>
<th>Leased Space</th>
<th>Monthly Rent Rate</th>
<th>Annual Total Rent Year One</th>
<th>Annual Total Rent Year Two</th>
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<tr>
<td>Avengerz Music Group LLC.</td>
<td>Recording Studio</td>
<td>Year one $900</td>
<td>$10,800</td>
<td>$12,000</td>
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<td></td>
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<td>Year two $1,000</td>
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Attachments:
Resolution 16-R-19
Lease Agreement with Avengerz Music Group, LLC
16-R-19

A RESOLUTION

Authorizing the City Manager to Enter into Twenty Four Month Lease Agreements for Music Studio Space at the Gibbs Morrison Cultural Center

WHEREAS, the City of Evanston ("City") owns certain real property, including the property commonly known as the Delores Holmes Recording Studio at the Gibbs Morrison Cultural Center at 1823 Church Street, Evanston, Illinois; and

WHEREAS, the City leases space in the Gibbs Morrison Cultural Center to organizations and groups including AVENGERZ Music Group LLC; and

WHEREAS, the City and AVENGERZ Music Group LLC desire to enter into lease agreement for a twelve month term; and

WHEREAS, the City Council finds it to be in the best interest of the City to lease Delores Holmes Recording Studio to AVENGERZ Music Group LLC,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease for twenty-four (24) cumulative months for the Delores Holmes Recording Studio by and between the City and the AVENGERZ Music Group LLC in the Gibbs Morrison Cultural Center. The lease shall be for the following periods: March 12, 2019 through March 12, 2021. The lease shall be in substantial conformity with the lease marked as Exhibit 1, attached hereto and incorporated herein by reference.

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

**SECTION 3:** Resolution 16-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

MASTER STUDIO LEASE
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 1823 CHURCH STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

AVENGERZ MUSIC GROUP, LLC, TENANT
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This Lease Agreement (the “Agreement” or “Lease”) shall take effect as of the
date of execution of the Agreement by the City (the “Effective Date”). This Lease is by
and between The City of Evanston, an Illinois home rule municipality and owner of
subject Property (“Landlord”), whose main business office is located at 2100 Ridge
Avenue, Evanston, Cook County, Illinois, “Landlord”, and Avengerz Music Group, LLC,
an Illinois limited liability company d/b/a “Avengerz Music Group” (“Tenant”). Landlord
and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

A. TENANT PREMISES. Landlord leases to Tenant and for its exclusive use
the Delores Holmes Recording, a music recording studio, located at 1823 Church Street,
Evanston, Illinois 60201 (the “Premises”), which is approximately 225 square feet and
located within the building commonly known as the Gibbs Morrison Cultural Center
(“Property” or “GM Center”).

B. COMMON FACILITIES. The Property has various uses including a café,
music studio, community programming for the Parks, Recreation and Community
Services Department of the City of Evanston, and many other uses. The term “Common
Facilities” as used in this Agreement will include those areas and facilities within the
Property (outside of the Premises) for the nonexclusive use of Tenants in common with
other authorized users, and includes, but is not limited to, indoor seating that is not
utilized by First Slice Cafe, patio seating that is not utilized by the First Slice Cafe,
sidewalks, planted areas, common area restrooms and open means of ingress and
egress. Tenants will have the non-exclusive right to use the Common Facilities,
including the washrooms referenced above only during Landlord Business Hours, as
defined below.

C. IMPROVEMENTS TO PREMISES: Tenant acknowledges that all
improvements to the Premises, are at the sole cost and expense of Tenant. Tenant will
utilize its own contractors to perform the work and installation of equipment, subject to
building permit approval and other City Code restrictions. Tenant will not cover and will
maintain a thirty-six (36) inch clearance in front of all electrical and lighting panels.

SECTION 2. TERM

A. TERM DEFINED: The term of this Agreement will be for two years (24
months), March 1, 2019 – March 1, 2021 (the “Term”). Tenants must provide Landlord
with ninety (90) days’ notice to request a renewal of the Agreement for the Premises.
Landlord, in its sole discretion, may decide that a Renewal Term is not necessary and in
the best interests of the City. Renewal of the Agreement must be authorized by written
consent of the Parties and must be authorized by the City Council.

B. EVALUATION: At the end of the first six months of the Lease, the Parties
will meet to discuss the operations, common area use, hours of operation, special
events, and any other operational concerns. The Parties will work cooperatively to
address any and all issues that are discussed during the six month evaluation. After the
six month evaluation, the Parties will meet annually to discuss the issues outlined above during the six month evaluation.

SECTION 3. RENT

A. RATE: Tenants agree to pay Landlord an annual rental payment (the “Rent”) the Rent rate of nine hundred dollars ($900.00) per month for the first twelve (12) months of the lease for total Rent of ten thousand eight hundred dollars ($10,800.00). Tenants agree to pay the Landlord one thousand dollars ($1,000.00) per month for the subsequent twelve (12) months of the lease for a total Rent of twelve thousand dollars ($12,000.00) for the total Term of this Agreement.

B. PAYMENTS. The Rent outlined in Section 3[A] above shall be paid in accordance with said Section.

C. Any and all Rent PAYMENTS under this Lease shall be mailed to:

City of Evanston
Parks, Recreation, and Community Services Department
2100 Ridge Avenue
Evanston, IL 60201

SECTION 4. COMMON FACILITIES

A. MAINTENANCE BY LANDLORD: Tenant acknowledges that it leases the Premises, Common Facilities and remainder of the Property in as-is condition, and acknowledge that the Landlord has made no representations to the condition or has made any repairs to same. The Landlord or Landlord’s staff or other representatives have made no representations or assurances that it will alter or remodel the Premises or Property. Landlord shall, when necessary, as determined by Landlord, in its reasonable discretion or when required by applicable laws, perform, repair and maintain all of the following:

1. Exterior maintenance, including the foundation, exterior walls, slab, common area doors and roof;

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;

3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively). However, Landlord will not upgrade electric facilities to accommodate an increased capacity due to Tenant’s use and any upgrade in electrical will be at the sole cost and expense of Tenant and any work performed shall be done in consultation and review by the Landlord prior to work;
4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively). However, Landlord will not upgrade plumbing facilities to accommodate an increased capacity due to Tenant’s use and any upgrade in plumbing will be at the sole cost and expense of Tenant and any work performed shall be done in consultation and review by the Landlord prior to work;

5. Fire and life safety systems and fire alarm systems, including inspections thereof (including the portions of such systems serving the Premises exclusively);

6. Landlord will clean and maintain all hallways, stair rails, and related elements, restrooms, take out the refuse, and other Common Facilities and if necessary with perform pest control operations;

7. Snow and ice removal, including salting, from front walkway of Premises in front of the Property within 48 hours of any snow event with accumulation of an 1 inch or more; and

8. Change light bulbs, ballasts and tubes in any fluorescent or comparable light fixtures in the Premises. Notwithstanding the foregoing, Tenant will change light bulbs, ballasts and tubes which are considered specialty lighting and related to cooking activities.

9. Maintain the HVAC units in the Premises, the HVAC units are the property of the Landlord and shall remain in the Premises at the end of the Term.

B. MAINTENANCE BY TENANTS:

1. All refuse from Premises to be placed in appropriate containers;

2. The Tenants will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenants will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenants shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours at the Tenant’s request.

3. Tenants will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4(A)), in good repair. Tenants shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other Center property attributable to Tenant’s negligence or intentional misconduct. All such damage must be reported in writing to the Director of Parks, Recreation and Community Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenants.
4. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenants will use the Premises to operate a music recording studio, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”).

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. The Landlord’s normal business hours are 7:30 a.m. - 6:30 p.m., seven (7) days a week (“Business Hours”). The Landlord recognizes that the Tenant will need to use the Premises outside of Business Hours. Tenants shall have the right to conduct their business in the Premises, excluding common areas, at any time seven (7) days a week. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, underground or in walls that don’t reduce the square footage of the Premises and don’t materially affect Tenants’ use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such repairs, alterations, improvements or additions to the Premises or the GM Center, as the Landlord may deem necessary or desirable. Tenants will not cease any Rent payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenants, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the

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Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at a Tenant’s request or if the repairs are necessitated by a Tenant’s actions, then the Tenants may not cease any rent for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If a Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor's agents shall accord reasonable care to Tenants’ property), and without in any manner affecting the obligations and covenants of this Lease.

3. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenants therefore, to change the arrangement and/or location of Common Facilities, including entrances or passageways, doors and doorways, and corridors, stairs, toilets or public parts of the GM Center, and to close Common Facilities (as and when reasonably necessary for Landlord to perform its obligations hereunder or exercise its rights or as necessary due to Force Majeure), including entrances, doors, corridors or other facilities. The Landlord shall not be liable to the Tenants for any expense, injury, loss or damage resulting from work done by persons other than the Landlord in or upon, or the use of, any adjacent or nearby building, land, street, or alley.

C. LOCKING OF PREMISES: All doors to the Premises must be kept locked at all times except when the recording studio is in use. During normal Business Hours for the Property, patrons and users of the Property shall have access to the Common Facilities. The Tenant must keep the doors to the GM Center locked when using the Premises outside of Business Hours.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenants agree that they will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or flammable nature as may endanger any part of the premises without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.

E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenants will not permit the Premises to be used in any manner that will impair the structural strength of the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

F. GARBAGE DISPOSAL: The Tenants will not incinerate any garbage or debris in or about the Premises, and will cause all containers, rubbish, garbage and
debris stored in the Premises to be placed in the refuse container supplied by Landlord for the Property before accumulation of any substantial quantity.

G. PUBLIC REGULATIONS: In the conduct of its business on the Premises, Tenants will observe and comply with all laws, ordinances and regulations of public authorities. Tenants acknowledge that the Property is owned by the City of Evanston and therefore no smoking will be permitted at the Property.

H. OTHER MISUSE: Tenants will not permit any unlawful or immoral practice with or without his knowledge or consent, to be committed or carried on in the Premises by Tenants or any other person. Tenant will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

I. PARKING: The GM Center does not have any dedicated parking spaces for Tenants, City employees, or guests of City programs at the GM Center. There is on street parking available on a first come first serve basis, but no permits available for this parking.

SECTION 6. SIGNS

Tenants may apply for temporary signage for the exterior and interior of the Premises, at its own expense, in order to conduct the business of Tenants. Tenants acknowledge that there are limitations from the City of Evanston Municipal Code of 2012, as amended, and the Code governs the application process and the details regarding size, type, and number of signs and Tenants agree to be bound by such ordinances. Landlord cannot make representations in a lease agreement that Tenants shall be entitled additional signage, a certain number of signs and/or dimensions of proposed signage, because the Tenants must make an application to the Sign Review Board, as provided by the City Code.

SECTION 7. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

Except as provided by Illinois law and except to the extent arising from the negligence or intentional misconduct of Landlord or its agents, employees or contractors, or from the breach of this Lease by Landlord, Landlord will not be liable to Tenants for any damage or injury to Tenants or Tenants’ property occasioned by the failure of Landlord to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster, or
stucco, nor for any damage or injury arising from any act, omission or negligence or co-
tenants or of other persons, occupants of the same building or of adjoining or contiguous 
buildings or of owners of adjacent or contiguous property, or of Landlord’s agents or 
Landlord, all claims for any such damage or injury being thereby expressly waived by 
Tenants. Notwithstanding the foregoing, if any portion of the Premises unusable for the 
purpose contemplated hereunder for a period of greater than 5 days, the fixed minimum 
monthly rental will be equitably reduced in the proportion that the unusable part of the 
Premises bears to the whole. The determination of the unusable space shall be 
reasonably determined by the Landlord based on square footage.

SECTION 8. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

A. USE OF PARTIALLY DAMAGED PREMISES: On damage or 
destruction by a casualty to the Premises, Tenants will continue to use them for the 
operation of its business to the extent practicable

B. RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF 
PREMISES: Either Party will have the right to terminate this Agreement if, the Premises 
is damaged by a casualty to an extent exceeding two-thirds of the reconstruction cost of 
the Premises as a whole. If such damage occurs, this termination will be affected by 
written notice to the other Party, delivered within 90 days of the damage.

C. REPAIRS BY LANDLORD: If the Premises are damaged by a casualty 
before or after the start of the Agreement, then Landlord will immediately, on receipt of 
insurance proceeds paid in connection with casualty damage, but no later than sixty 
days after damage has occurred, proceed to repair the Property. Repairs will include any 
improvements made by Landlord or by Tenants with Landlord’s consent, on the same 
plan and design as existed immediately before the damage occurred, subject to those 
delays reasonably attributable to governmental restrictions or failure to obtain materials, 
labor or other causes, whether similar or dissimilar, beyond the control of Landlord. 
Materials used in repair will be as nearly like original materials as reasonably procured in 
regular channels of supply. Wherever cause beyond the power of the party affected 
causes delay, the period of delay will be added to the period in this lease for completion 
of the work, reconstruction or replacement.

D. REDUCTION OF RENT DURING REPAIRS: If a portion of the Premises 
is unusable for the purpose contemplated hereunder for a period of greater than 5 days, 
the fixed minimum monthly rental will be equitably reduced in the proportion that the 
unusable part of the Premises bears to the whole. The determination of the unusable 
space shall be reasonably determined by the Landlord based on square footage No rent 
will be payable while the Premises is wholly unoccupied pending the repair of casualty 
damage.

E. FIRE AND CASUALTY. If the Premises are entirely destroyed by fire or 
another act of God, and Landlord elects to not rebuild the Premises, then this Agreement 
shall be terminated effective as of the date of the casualty.

SECTION 9. REPAIRS AND MAINTENANCE
Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenants shall keep the interior, non-structural portions of the Premises in a clean condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Tenants’ own expense, and shall yield the same back to Landlord, upon the termination of this Agreement, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness and repair as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Except to the extent any of the following is Landlord’s obligation pursuant to Section 4[A], Tenant shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean condition by Tenants, as aforesaid, Landlord may enter the same, or by Landlord’s agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenants, and Landlord may replace the same in the same condition of repair and cleanliness as existed at the date of execution hereof, and Tenants agree to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the Premises in that condition. Tenants shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

Tenants will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.

SECTION 10. UTILITIES

Landlord agrees to pay before delinquency all charges for gas, water, heat, electricity, power and other similar charges incurred by Landlord or Tenants with respect to the Premises or the Property during the Term of this Agreement and Tenants’ occupancy of the Premises.

SECTION 11. TAXES

If applicable, Tenants will pay before delinquency all taxes levied on Tenants’ fixtures, equipment and personal property on the demised Premises, whether or not affixed to the real property. Landlord will pay all real estate taxes for the Property.

SECTION 12. INSURANCE

A. INSURANCE COMPANIES: It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies. Only companies with an “A” Policyholder’s Rating with the Alfred Best Company will be acceptable.

B. TENANT TO OBTAIN LIABILITY INSURANCE: Tenants agree that they will, at their expense, maintain a policy of insurance, written by responsible insurance carriers, approved by Landlord that will insure Tenants against liability for injury to or
death of persons or damage to property occurring about the Premises. Landlord will be named as an additional insured. The liability under insurance will be at least $1 million for any one person injured or killed or any one occurrence, $2 million general aggregate coverage for any one accident, and $100,000.00 property damage. Tenants will obtain an endorsement and Certificate of Insurance naming the Landlord as an additional insured from Tenants’ carrier (during the term of the Lease, including Premises Improvement construction) and all contractors during the construction of the Premises Improvements and any other renovation or construction at the Premises. Annually, Tenant shall provide copies of the insurance policy and all endorsements thereto to Landlord. Tenant shall send the policy to the Law Department on or before January 1st of every year this Lease is in effect. If the Tenant fails to comply with this requirement, that shall constitute a default by Tenant.

C. TENANTS TO OBTAIN WORKER’S COMPENSATION INSURANCE: Tenants agree to maintain employees’ Worker’s Compensation insurance required under Illinois law.

D. TENANTS TO OBTAIN INSURANCE ON FIXTURES AND EQUIPMENT: The Tenants agree to maintain on all trade fixtures and personal property in the Premises, a policy of insurance approved by the Landlord of at least 90% of the insurable replacement value of all trade fixtures and personal property.

E. TENANTS’ WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenants agree to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

F. CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN: If the Premises, including any improvements, were to be damaged in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, then the party to whom the gain would be taxed will have the right to take all action respecting proceeds or reimbursements necessary to enable party to comply with any regulations of the appropriate taxing authorities, so that the gain will not be recognized for tax purposes. Nothing here will be construed to entitle Landlord to delay any repairs to any part of the improvements in the event of damage.

G. TENANTS’ FAILURE TO INSURE: Should Tenants fail to keep in effect and pay for insurance as required by this section, the Landlord may terminate this Lease immediately.

SECTION 13. SUBLETTING; ASSIGNMENT

Tenant cannot sublet or assign this Lease Agreement without Landlord’s consent, which consent can be withheld in Landlord’s sole discretion.
SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

Tenants will, at the termination of this Lease, leave the Premises in as good condition as they are in at the time of entry by Tenants, except for reasonable use and wear, acts of God, or damage by casualty beyond the control of Tenants. On vacating, Tenants will leave the Premises clear of all rubbish and debris. If Tenants retain possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Landlord may at its option within thirty days after termination of the term serve written notice upon Tenants that such holding over constitutes the creation of a month to month tenancy, upon the terms of this Agreement. Tenants shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenants. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the covenants herein.

SECTION 15. INDEMNIFICATION AND LIENS

A. LIENS AND ENCUMBRANCES: The Tenants will hold the Landlord harmless from all claims, liens, claims of lien, demands, charges, encumbrances or litigation arising out of any work or activity of Tenants on the Premises. Tenant wills, within sixty (60) days after filing of any lien, fully pay and satisfy the lien and reimburse Landlord for all resulting loss and expense, including a reasonable attorney's fees. Provided, however, in the event that Tenants contest any lien so filed in good faith and pursues an active defense of said lien, Tenants shall not be in default of this paragraph. However, in the event of any final judgment against Tenants regarding such lien, Tenants agree to pay such judgment and satisfy such lien within 60 days of the entry of any such judgment.

B. DISCHARGE OF LIEN: If Tenants fail to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenants either by a court of competent jurisdiction or by arbitration and Tenants still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenants on demand, together with interest at the rate of 10% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenants.

C. INDEMNIFICATION OF LANDLORD: Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Landlord, or its agents, employees or contractors, or by the breach of this Lease by Landlord, Tenants shall protect, defend, indemnify and save Landlord and its officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Premises, which is not the result of Landlord's negligence or willful misconduct, or (ii) any negligence or willful misconduct of Tenants, or their agents, employees or contractors.
D. **INDEMNIFICATION OF TENANTS.** Except as otherwise provided in this Agreement, and except to the extent caused by the negligence or willful misconduct of Tenants, or its agents, employees or contractors, or by the breach of this Lease by Tenants, Landlord shall protect, defend, indemnify and save Tenants and their officers, directors, agents, attorneys, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from (i) any matter, condition or thing that occurs in the Common Facilities, which is not the result of Tenants’ negligence, or willful misconduct or (ii) any negligence or willful misconduct of Landlord, or its agents, employees or contractors.

**SECTION 16. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS**

Tenants shall allow Landlord or any person authorized by Landlord reasonable access to the Premises during the Business Hours for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make (provided that Landlord cannot make voluntary alterations or modifications to the Premises without Tenant’s consent). If the Tenants do not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or “For Rent” and Tenants will not interfere with the same.

**SECTION 17. DEFAULT AND REMEDIES**

**A. EVENT OF DEFAULT:** Any one of the following events shall be deemed to be an event of default hereunder by Tenants subject to Tenants’ right to cure:

1. Tenants shall fail to pay any item of Base Rent at the time and place when and where due and does not cure such failure within five (5) business days after Rent is due;

2. Tenants shall fail to maintain the insurance coverage as set forth herein;

3. Tenants shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of rent, and shall not cure, any such failure, within fifteen (15) days after written notice to the Tenants of such failure;

4. Tenants shall make a general assignment the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy; or

**B. OCCURRENCE OF AN EVENT:** Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants’ right to cure:
1. Terminate this Lease, in which event Tenants shall immediately surrender the Premises to Landlord, but if Tenants fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove and with or without notice of such election or any notice or demand whatsoever, this Agreement shall thereupon terminate and upon the termination of Tenants’ right of possession, as aforesaid, whether this Agreement be terminated or not, Tenants agree to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever and hereby grants to Landlord full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Tenants or any other person who may be occupying the Premises or any part thereof, and Landlord may use such force in and about expelling and removing Tenants and other persons as may reasonably be necessary, and Landlord may re-possess itself of the Premises, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Agreement contained to be performed by Tenants. Tenants agree to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise.

2. Landlord may recover from Tenants upon demand all of Landlord’s costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenants’ obligations hereunder, subject to Landlord prevailing on its claims.

3. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

C. REPOSSESSION OR RELETTING NOT A TERMINATION; LANDLORD’S RIGHT TO TERMINATE NOT FORFEITED: No repossession, operation or re-letting of the Premises or of fixtures and equipment will be construed as an election by Landlord to terminate this Agreement unless a written notice is given by the Landlord to the Tenants. The Landlord may terminate this Agreement if the Tenants remain in default (beyond any applicable notice and cure period). The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenants, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except written waiver, shall not be construed as a waiver of Landlord’s rights to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this Agreement.
D. TENANTS’ OBLIGATION TO PAY DEFICIENCIES: If rentals received by the Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenants will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

E. LANDLORD’S RIGHT TO PERFORM TENANTS’ DUTIES AT TENANTS’ COST: If in Landlord’s judgment any default by Tenants will jeopardize the Premises or the rights of Landlord, Landlord may, without notice, elect to cure Tenants’ default and Tenants will reimburse Landlord, with interest, on 10-days’ notice by Landlord to Tenants.

F. LANDLORD’S RIGHT TO TERMINATE AGREEMENT: If there is an event of default by Tenants as stated in Paragraph A of this section, Landlord may, without further notice, terminate this Agreement and all interest of Tenants and may take possession of the Premises by legal proceedings.

G. LANDLORD’S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED: If this Agreement is terminated by Landlord due to any event of default by Tenants, Landlord will be entitled to recover from Tenants, at termination, the excess, if any, of the rent reserved in this Agreement for the balance of the term over the reasonable rental value of the Premises for the same period. The “reasonable rental value” will be the amount of rental Landlord can obtain as rent for the balance of the term.

H. LANDLORD’S REMEDIES CUMULATIVE: All of the remedies given to Landlord in this Agreement or by law are cumulative, and the exercise of one remedy by the Landlord will not impair its right to exercise any other right or remedy. Landlord shall not look to the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Tenants in seeking either to enforce Tenants’ obligations under this Agreement or to satisfy a judgment for Tenants’ failure to perform such obligations; and none of such parties shall be personally liable for the performance of Tenants’ obligations under this Agreement.

SECTION 18. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenants and Tenants fail to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and attorney’s fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any amount advanced on behalf of Tenants shall be paid to Landlord by Tenants within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two [2] immediately preceding years).
SECTION 19. REMEDIES NOT EXCLUSIVE

The obligation of Tenants to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenants’ right to possession of the Premises. The Landlord may collect and receive any rent due from Tenants and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

SECTION 20. EXPENSES OF ENFORCEMENT

Tenants, if Landlord is the prevailing party, shall pay upon demand all Landlord’s costs, charges and expenses, including attorney’s fees, agents fees and fees of others retained by Landlord, incurred in enforcing any of the obligations of Tenants under this Agreement, or in any litigation, negotiation or transaction in which Landlord shall, without Landlord’s fault become involved through or on account of any action or omission of Tenants regarding this Agreement.

Landlord, if Tenants are the prevailing party, shall pay upon demand all Tenants’ costs, charges and expenses, incurred in enforcing any of the obligations of Landlord under this Agreement, or in any litigation, negotiation or transaction in which Tenant shall, without Tenants' fault become involved through or on account of any action or omission of Landlord regarding this Agreement.

SECTION 21. EMINENT DOMAIN

A. MORE THAN 30 PERCENT TAKEN: If 30 percent or more of the Premises are taken for a public or quasi-public use, this Agreement will terminate as of the date of the physical taking, and the Parties will be released from all further liability.

B. LESS THAN 30 PERCENT TAKEN: If the taking affects less than 30 percent of the Premises, the Landlord will, with reasonable diligence, proceed at Landlord’s expense to repair the Premises and place them in tenantable condition within 120 days after the date of the actual physical taking. However, if 25% percent or more of the Premises as a whole is taken, the Landlord may elect to terminate this Agreement, notwithstanding that less than 30 percent of the Premises were taken. On termination, the parties will be released from all further liability under this Agreement.

C. ABATEMENT OF RENT: During any repair, Tenants will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum monthly rental will be adjusted in proportion to the repaired area, and Tenants will be required to pay the adjusted fixed minimum monthly rental in
according this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.

D. RIGHT TO CONDEMNATION AWARD: Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

SECTION 22. GOVERNMENTAL INTERFERENCE WITH POSSESSION

Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

SECTION 23. PEACEFUL ENJOYMENT

Landlord covenants and warrants that it is the owner of the Property and Premises, and that Tenants, on payment of rents and performance of the conditions, covenants, and agreements to be performed by it, may enjoy the Premises without interruption or disturbance. Landlord covenants, represents and warrants that there is no mortgage, deed of trust or similar encumbrance affecting the Property, as of the date hereof.

SECTION 24. EFFECT OF WAIVER OF BREACH OF COVENANTS

No waiver of any breach of any condition of this Agreement will be construed to be a waiver of any other breach of provision, covenant or condition.

SECTION 25. AMENDMENTS TO BE IN WRITING

This Agreement may be modified or amended only in writing signed by Landlord and Tenants. It may not be amended or modified by oral agreements between the Parties unless they are in writing duly executed by Landlord and Tenants.

SECTION 26. PARTIES BOUND

Every provision of this Agreement will bind the parties and their legal representatives. The term “legal representatives” is used in its broadest meaning and includes, in addition to assignees, every person, partnership, corporation or association succeeding to any interest in this Agreement. Every covenant, agreement and condition of this Agreement will be binding on Tenant’s successors and assignees. Any sublease, concession or license agreement will be subject and subordinate to this Lease.
SECTION 27. NOTICES

All notices or demands that either party may need to serve under this Agreement may be served on the other party by mailing a copy by registered or certified mail to the following addresses for the parties (or at such other address as the applicable party may designate in a written notice to the other party):

If to the City: with a copy to:

City Manager
2100 Ridge Avenue
Evanston, IL 60201
Fax: 847-448-8083

Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201
Fax: 847-448-8093

If to Tenants:

Avengerz Music Group LLC
Attn: Seth Watson
1823 Church Street
Evanston, IL 60201

Service will be deemed complete at the time of the leaving of notice or within 2 days after mailing. In the event that it appears that Tenants are avoiding the service of any notice and is not present at the Premises for a period of more than 14 consecutive days, notices may be served by posting such notice upon the Premises. Notice shall then be deemed effective 5 days after such posting.

SECTION 28. MISCELLANEOUS

A. Provisions typed on this Agreement and all riders attached to this Agreement and signed by Landlord and Tenant are hereby made a part of this Agreement.

B. Tenant shall keep and observe such reasonable rules and regulations now or hereafter required by Landlord, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

C. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

D. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to excuse or waive the right to the use of another.

E. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the parties, and any oral representations made by one party to the other are considered merged herein.
F. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

G. This Agreement may be executed in multiple copies, each of which shall constitute an original.

H. The Tenant agrees to provide eighty (80) hours per year of studio time to the Evanston Township High School Hip Hop Club in a rental amount no greater than two thousand dollars ($2,000.00). The hours must be offered during City of Evanston Business Hours.

I. The Tenant agrees to provide three (3) hours per month of studio time to the Evanston Y.O.U. (“Youth & Opportunity United”) free of charge. The hours must be offered during City of Evanston Business Hours.

J. The Landlord agrees to remove all musical equipment from the Premises except the equipment listed in Exhibit B. Upon termination of the lease, the Tenant will remit the equipment in good working order. If any piece of equipment is broken, the Tenant must replace all broken equipment within thirty (30) days. The replacement must be the same brand and the same, or newer, model.

SECTION 29. VENUE AND JURISDICTION

The Parties agree the this Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and that venue for any disputes shall be in the Circuit Court of Cook County, Illinois.

SECTION 30. FORCE MAJEURE

Other than for Landlord’s and Tenants obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events (“Force Majeure”): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Property, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party’s control. For purposes of this Section, a cause or event shall not be deemed to be beyond a party’s control, if it is within the control of such party's agents, employees or contractors.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, both of said Landlord and Tenants caused this Agreement to be executed as of the date signed by the Landlord.

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: _______________________________ Date: ____________, 2019

Its: City Manager, Wally Bobkiewicz

Tenant:

Avengerz Music Group, LLC
An Illinois limited liability company

By: _______________________________ Date: ____________, 2019

Its: Manager, Seth Watson
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 14 (EXCEPT THE NORTH 60 FEET THEREOF AND EXCEPT THE EAST 2 FEET OF THE SOUTH 100 FEET THEREOF) AND LOT 15 (EXCEPT THE NORTH 80 FEET) IN BLOCK 3 IN MERRIL LADD’S SECOND ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N 10-13-220-028-0000

Commonly known: 1823 Church Street, Evanston, IL 60201
EXHIBIT B

City property to be left on the Premises for use by the Tenant

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Memorandum

To: Chair and Members of the Human Services Committee

From: Minority, Women, and Evanston Based Enterprise (MWEBE) Development Committee

Subject: Evanston Rebuilding Warehouse Pathways to Union Apprenticeship Program Proposal

Date: February 25, 2019

Recommendation Action:
The Minority, Women, and Evanston Based Enterprise (MWEBE) Development Committee recommended approval by the Human Services Committee of the proposed Pathways to Union Apprenticeship Program with Evanston Rebuilding Warehouse (ERW) and Minority Business Consortium (MBC). It is recommended Human Services Committee approve allocations of $40,000 during 2019 which will provide strong pathway for six (6) Evanston residents to access union apprenticeship programs.

Funding Source:
Currently the Local Employment Program (LEP) Workforce Reserve - Penalty Account (100.41307) has an available fund of $76,871.59 in 2019.

Livability Benefits:
- Economy & Jobs: Retain and expand local businesses, expand job opportunities, develop workforce, support green jobs and businesses
- Education, Arts Community: Incorporate arts and cultural resources, preserve and reuse historic structures and sites, support social and cultural diversity, promote a cohesive and connected community, provide quality education from cradle to career, support older adults as they age in the community
- Equity & Empowerment: Ensure equitable access to community assets, provide for meaningful community engagement, support quality human service programs, support poverty prevention and alleviation
**Summary:**
The MWEBE Development Committee makes recommendations regarding use of City LEP penalty account funds to be utilized for the support of the LEP and Workforce development program goals. ERW proposal in partnership with MBC will provide individuals with a five (5) months, full-time, minimum wage paid job training program in building, deconstruction and construction trades:

1. Continuing education  
   a. On-the-job and classroom instructions  
   b. Industry recognized certifications  
2. Key Personnel Development  
   a. Supportive services  
3. Access to union apprenticeship programs  
4. Pathway to career options with living wages and benefits  

ERW and MBC partnership agreement will allow trainees to attend MBC study sessions on topics like math for entry into union apprenticeship programs. The partnership between ERW and MBC will also provide graduates with networking resources to establish meaningful employment within the Evanston community.

**Attachments:**
Attachment A - February 2019 Update to the MWEBE Committee Pathways to Union Apprenticeship Programs for Evanston residents - Evanston Rebuilding Warehouse (ERW)

Attachment B - Proposal to the MWEBE Committee Pathways to Union Apprenticeships for Evanston residents - Evanston Rebuilding Warehouse (ERW)
February 2019 Update to the MWEBE Committee
Pathways to Union Apprenticeship Programs for Evanston residents

The Evanston Rebuilding Warehouse is pleased to provide an update to the City of Evanston MWEBE Committee on its efforts to build out pathways to union apprenticeship programs in Evanston.

Community Partnership with Union Apprenticeship Programs
We continue to work directly with individual union apprenticeship programs to understand their recruitment processes and seek community partner status with them. This status allows us to have access to their entrance exams, tailor our curriculum to help trainees meet the requirements, and directly refer individuals to enter their apprenticeship programs. The unions we are connecting with include:

Chicago Regional Council of Carpenters - we are their community partner and are able to recommend candidates that will fast track enrollment into their apprenticeship program.

International Brotherhood of Electrical Workers Local 134 - on January 25, we hosted a site visit for Maurice King, their Vice President, and he has granted us community partner status with their apprenticeship program. In this union it means that a receipt that shows graduation from our program earns significant points for a candidate's application. Their next recruitment class is in April 2019 and we have at least one trainee that will apply.

International Union of Bricklayers and Allied Craftworkers - on January 28, they hosted our trainees for a 3 hour visit to their district council training center. They are eager to work with us and build their ranks, especially among potential African American bricklayers. They do not have official community partner status but provided us with their entrance exam and will work with us on their next recruitment cycle in April 2019.

On February 4 we will visit the Pipefitters Union Training Hall and will seek community partnership status with them.
Our visit to the Bricklayers Union was an affirmation that our developing pathways to union apprenticeship program can and will result in careers that provide living wages and benefits. Using this visit as an example, we saw that:

- Our workforce trainees now understand the many career options that a bricklayer provides, and heard firsthand the success that comes from graduating their apprenticeship program. At least two people are now very motivated to become bricklayers!

- Our organization can prepare trainees for the application requirements. The union provided us with the entrance exam and can work with us to streamline the process for qualified candidates.

- Apprenticeship programs are stepping stones for careers with living wages and benefits. This union’s apprenticeship program is 10 weeks. After the training, apprentices would make $23/hour for 3 years. After graduation, they would make $46/hour.

**Partnership with Bennett Johnson**
We are drafting a partnership agreement with Bennett Johnson and his construction education program. The initial agreement would allow our trainees to attend Bennett’s study sessions on topics like math for entry into union apprenticeship programs. We will also seek work experience opportunities for Bennett’s trainees in our workshop. And we will work together to develop employer relationships to ensure that all of our graduates find meaningful employment, ideally in our community.

**Exploring online options for industry recognized certifications**
Part of our workforce training program is to provide the OSHA 10 Construction Certification to our trainees. In an effort to save money, we partnered with OAI, Inc. to receive access to an online course for our trainees. Our early experiences show that it is a more difficult and time consuming way to gain the certification. It has thus far taken our trainees at least 18 hours to work through the course and it is not as interactive as an in-person option. We will seek trainees’ feedback after the course is completed in early February 2019 but expect that we will look to schedule in person trainings in the future.

**Conclusion**
We appreciate the opportunity to provide this update. We are eager to continue growing this work. Funding from the MWEBE Committee would increase our capacity to ensure that qualified candidates, especially Evanston residents, can get on a pathway to career success in the building trades as soon as possible.
Proposal to the MWEBE Committee
Pathways to Union Apprenticeships for Evanston residents
Evanston Rebuilding Warehouse (ERW)

The Evanston Rebuilding Warehouse seeks $40,000 in support from the MWEBE Committee to provide stronger pathways for Evanston residents to access union apprenticeship programs.

Program Need
The City of Evanston is a desirable community in which to live, work and play. Over the last several years, there have been a number of developers who have brought construction projects with prevailing wage and/or union labor jobs to Evanston. The City has a goal for these developers to hire 25% Minority or Women Owned businesses and 15% Local Employment for their projects.

It is, however, very difficult to reach the 15% Local Employment goal. Low unemployment rates in the construction industry and a strong economy mean that most union card-carrying Evanston residents are already employed on other projects.

At the same time, there are members of our community with talent and drive to join the building trades unions, but who need additional support to navigate the admissions process to the apprenticeship programs. It is a multi-step process to be admitted, requiring educational requirements, aptitude tests, and a referral. This can be challenging, especially for individuals who have experienced barriers to employment and who struggle with having the time, transportation, and job readiness skills needed to be successful.

And we want more Evanston residents in living wage union jobs. Construction trades jobs provide stable careers with good pay, benefits and opportunities to advance. Apprenticeship programs provide a hands-on, debt-free education. Unlike many other careers, the trades cannot be outsourced and there is long-term demand for increased labor as the economy grows and older workers retire.

Union apprentices earn starting wages averaging over $16-per-hour and can lead to journey-level wages approaching $40-per-hour in the Chicagoland area. Tradespeople receive health benefits and a pension plan.

Workers who are able to support themselves and their families also buy goods and services in their communities, thus strengthening the local economy.

The Evanston Rebuilding Warehouse is committed to strengthen workforce development efforts in our City. We are members of the Mayor's Employer Advisory Council and our Executive Director has just joined the Council's Planning Committee.

Program Description
The Evanston Rebuilding Warehouse proposes partnering with the City of Evanston Local Employment Program and Youth & Young Adult Division to develop stronger pathways for Evanston residents to get enrolled into union apprenticeship programs.

We are currently finalizing community partner status with the Chicago Regional Council of Carpenters, Pipefitters, and Electrical Workers Union Apprenticeship Programs. This status allows us to be a pre-apprenticeship program, able to actively recruit and refer Evanston residents to directly enter union apprenticeship programs.

This program would have two main components:

**Recruit more Evanston residents into the ERW workforce training (pre-apprenticeship) program.** Our training program is a 5-month, full-time, minimum wage paid job training program in building deconstruction and construction trades. Trainees receive comprehensive on-the-job training in addition to instruction in deconstruction, construction and general life skills that assist with professional and personal growth. We recruit cohorts of six trainees at a time.

Our on-the-job and classroom instruction are also geared to apprenticeship requirements so that candidates are able to work on meeting those requirements while enrolled in our program. Trainees would be assessed at the beginning of the program to see how they match with the minimum requirements of the apprenticeship programs. We would provide the following supportive services to ensure that trainees are able to meet the enrollment requirements by the end of the 5 month program.

- **Identification** — assistance with getting a copy of social security card and valid drivers’ license or state ID

- **Drug Testing** — drug testing is done before a candidate is enrolled in the ERW workforce training program. Peer Services provides drug testing, substance abuse prevention education, and counseling to those that need time to gain a clean drug test.

- **Reading and Math Aptitude** — assistance with meeting the requirements of the test, either with ERW staff or referral to tutoring services such as with Howard Area Community Center.

- **Physical Fitness** — support with physical fitness and nutrition, including free memberships at the McGaw YMCA.

We would seek referrals from COE’s Youth and Young Adult Division for acceptance into the program as well as supportive case management throughout the program to ensure individuals graduate and are successfully placed into apprenticeship programs. We would seek to hire 10 Evanston residents into the program in the first year.

**Provide industry recognized certifications for Evanston residents.** Professional certifications such as OSHA 10 Construction, Renovation, Repair, Painting (RRP Lead), and
Hazwoper provide marketable certifications for Evanston residents and can lead to higher paying jobs. We would contract with OAI, Inc. to provide each class twice during the year. These classes would be offered for free to the public and hosted at the Evanston Rebuilding Warehouse. We would partner with the City of Evanston to promote these classes within the community to ensure that residents take advantage of the training opportunities provided.

Program Outcomes
The short-term outcomes that we will seek in this program include:
- 85% of trainees will successfully complete our 5-month pre-apprenticeship program
- 75% of trainees will seek employment in the building trades - through union apprenticeship programs or nonunion job placement
- 30 Evanston residents a year will receive professional certifications that will increase their marketability to get jobs in the building trades

The long-term impact of this program for Evanston residents will include:
- Increased job placement in the building trades - apprenticeship programs or jobs
- Increased financial stability and independence (higher wages, financial literacy, etc.)

Program Budget

**Income**
- MWEBE Committee Funding $40,000
- ERW Organization Contribution $10,000
- Total $50,000

**Expenses**
*Workforce Training & Supportive Services –* recruitment, hiring, and support of 10 Evanston residents to complete our training program
- Each trainee is paid $11/hr * 40 hr/wk * 20 wks = $8,800.
- We seek $3,000 subsidy per trainee $30,000

*Professional Certifications –* contracting with instructors, marketing, scheduling and meeting expenses to provide OSHA 10, RRP and Hazwoper certifications to 30 Evanston residents
- 30 residents *$500/each $15,000
- Administrative Expenses (10%) $5,000
- Total $50,000

Additional Information
Chicago Regional Council of Carpenters Apprentice and Training Program Minimum Qualifications - [https://www.chicap.org/minimum-qualifications/](https://www.chicap.org/minimum-qualifications/)

Chicago Pipefitters Local 597 Training Center Application Process - [https://www.pfft597.org/applications/](https://www.pfft597.org/applications/)
Memorandum

To: Members of the Human Services Committee

From: Kumar Jensen, Chief Sustainability and Resilience Officer

Subject: Climate Action and Resilience Plan Implementation Strategy (2019-2020)

Date: February 27, 2019

Recommended action:

Summary:
On December 10, 2018, City Council unanimously approved the Climate Action and Resilience Plan (CARP) and directed staff to bring an implementation strategy to Human Services for discussion in early 2019. The attached strategy was developed by City staff with feedback from the Environment Board. The CARP does not provide explicit guidance on how actions within the plan should be prioritized as a result staff prioritized actions that aligned with the six criteria: Mitigation Impact, Resilience Need, Dependency, Cost, Capacity and Momentum. Each criterion is described at the end of this memo.

1. Mitigation Impact – Drawing down carbon emissions as quickly as possible is key to reducing the severity of climate change. What scale of emissions reduction potential does each action provide?
2. Resilience Need – What climate hazards and impacts is the community already facing and how prepared to respond to those hazards is the community?
3. Dependency – Do other actions within the plan rely on this action in order to be achieved, i.e. will completing this action allow others to be more impactful?
4. Cost – What is the anticipated cost for the action, is it accounted for in the FY2019 budget and how will it be funded? What is the cost of inaction?
5. Capacity – What is the staff and community partner capacity and expertise to carry out the action?
6. Momentum – Is there already activity or progress being made on the action?
Implementation Strategy Timeline:
Staff proposes that the implementation strategy cover two calendar years, 2019 and 2020. To keep things as simple as possible staff recommend a new two year implementation strategy be developed every two years, much like the two year City Council Goals cycle. Please see Table 1 for the proposed Implementation Strategy Timeline based on calendar year and broken into quarters.

Table 1.

<table>
<thead>
<tr>
<th>Year</th>
<th>First Quarter</th>
<th>Second Quarter</th>
<th>Third Quarter</th>
<th>Fourth Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>Final Report on 2023-2024 Strategy</td>
<td>Evaluate Plan and Update</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The 2019-2020 strategy is off from the City’s current calendar year budget process. Table 1. illustrates how future implementation strategies align with the budget process timeline. In addition, staff recommends that in 2025 the City undertake full scale evaluation and update to CARP. The Report Progress and Final Report items will serve as the annual CARP progress reports.

Implementation Strategy:
Attachment A: CARP Implementation Strategy (2019-2020) is broken into two primary lists, 2019 Actions and 2020 Actions. Where possible staff included the anticipated cost of the action, funding source, status and primary department lead. The majority of the actions are administrative projects and procedures that City staff and community partners can implement. There are, however, a handful of recommended ordinances and policy changes for consideration. Staff recommends coming back to Human Services in April, 2019 to discuss the appropriate delegation and process for developing the policies highlighted in the implementation strategy.

Attachments:
Attachment A: CARP Implementation Strategy (2019-2020)
## 2019 Implementation Action List

<table>
<thead>
<tr>
<th>#</th>
<th>Department</th>
<th>Status</th>
<th>Action</th>
<th>Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AS</td>
<td>Ongoing</td>
<td>Provide composting at all municipal facilities</td>
<td>$8,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>AS</td>
<td>Ongoing</td>
<td>Conduct a municipal infrastructure vulnerability assessment</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>CD</td>
<td>Ongoing</td>
<td>Require Net-zero Emissions building codes for all buildings by 2030</td>
<td>$20,000.00</td>
<td>Good Neighbor Fund</td>
</tr>
<tr>
<td>4</td>
<td>CD</td>
<td>Ongoing</td>
<td>Develop and electric vehicle policy roadmap</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>CD</td>
<td>Ongoing</td>
<td>Expand Divvy for everyone</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>CD</td>
<td>Scheduled</td>
<td>Launch a preliminary study of transportation mode shift evaluation (student research)</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>CD</td>
<td>Scheduled</td>
<td>Optimize Divvy station locations</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>CD</td>
<td>Initiated</td>
<td>Provide education about the Cook County Demolition Debris Diversion Ordinance to contractors and the option of deconstruction to residents</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>CD/CMO</td>
<td>Initiated</td>
<td>Evaluate barriers for low/moderate income housing properties and affordable housing units in achieving Net-zero Emissions and climate resilient building standards while maintaining affordability</td>
<td>$250,000.00</td>
<td>Partners for Places Grant (Submitted)</td>
</tr>
<tr>
<td>10</td>
<td>CD/CMO</td>
<td>Ongoing</td>
<td>Revise reporting for complete and greens streets and evaluate policy</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>CMO</td>
<td>Ongoing</td>
<td>Continue implementation of the Energy and Water Benchmarking Ordinance</td>
<td>Staff Time</td>
<td>N/A</td>
</tr>
<tr>
<td>12</td>
<td>CMO</td>
<td>Ongoing</td>
<td>Launch a sustainable business recognition program to engage businesses and increase diversion rates</td>
<td>$30,000.00</td>
<td>Good Neighbor Fund</td>
</tr>
<tr>
<td>13</td>
<td>CMO</td>
<td>Scheduled</td>
<td>Host three community resilience events to educate residents on climate change and its everyday impacts</td>
<td>$10,000.00</td>
<td>NLC Grant (awarded)</td>
</tr>
<tr>
<td>14</td>
<td>CMO</td>
<td>Scheduled</td>
<td>Complete a municipal operations greenhouse gas emissions inventory</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>CMO</td>
<td>Ongoing</td>
<td>Expand environmental education locations and programming within Evanston specifically to raise awareness about climate change and its effects on the community and the world</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>CMO</td>
<td>Initiated</td>
<td>Incentivize businesses to purchase renewable energy (sustainable business recognition)</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>CMO</td>
<td>Scheduled</td>
<td>Explore expanding reach of electricity aggregation and tighten sourcing requirements</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>CMO</td>
<td></td>
<td>Begin phasing out the use of single-use, petroleum-based products like plastic shopping bags, straws, and take-out containers through education and policy</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>CMO</td>
<td></td>
<td>Create and implement a zero waste strategy</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>CMO</td>
<td></td>
<td>Evaluate options available for Evanston customers to purchase renewable energy such as Community Solar, municipal alternative retail electric supplier (ARES), Power Purchase Agreements, etc.</td>
<td>$20,000.00</td>
<td>Good Neighbor Fund</td>
</tr>
<tr>
<td>21</td>
<td>CP</td>
<td>Ongoing</td>
<td>Achieve &amp; maintain the Natural Wildlife Certification and Maintain Monarch Pledge</td>
<td>$1,000.00</td>
<td>Forestry</td>
</tr>
<tr>
<td>22</td>
<td>CP</td>
<td>Initiated</td>
<td>Develop definition of natural and open spaces</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>CP</td>
<td>Initiated</td>
<td>Deploy education materials to alert property owners to reduce water during storms</td>
<td>$5,000.00</td>
<td>Sewer Fund</td>
</tr>
<tr>
<td>24</td>
<td>Multiple</td>
<td>Initiated</td>
<td>Host green/sustainable jobs fairs and training opportunities locally</td>
<td>$5,000.00</td>
<td>Good Neighbor Fund</td>
</tr>
<tr>
<td>25</td>
<td>Multiple</td>
<td></td>
<td>Develop a Net-Zero emissions policy for new municipal buildings in 2019</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>PWA</td>
<td>Scheduled</td>
<td>Issue an RFP for solar on feasible municipal facilities</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>PWA</td>
<td></td>
<td>Prepare a comprehensive stormwater plan</td>
<td>$100,000.00</td>
<td>Sewer Fund</td>
</tr>
<tr>
<td>28</td>
<td>PWA</td>
<td>Scheduled</td>
<td>Structure the commercial solid waste franchise RFP to support achieving 50% diversion rate by 2025 and Zero Waste by 2050</td>
<td>$15,000.00</td>
<td>Solid Waste Fund</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total $484,000.00</td>
</tr>
</tbody>
</table>
## 2020 Implementation Action List

<table>
<thead>
<tr>
<th>#</th>
<th>Department</th>
<th>Status</th>
<th>Action</th>
<th>Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AS</td>
<td></td>
<td>Install LED lighting for all lighting on city properties, street lights, and traffic lights by 2025. Install 100% LED lighting on all City projects, facilities and infrastructure with lighting needs by 2025 (exceptions may be made if technology is not available to meet project requirements).</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>AS</td>
<td></td>
<td>Develop a facility energy management strategy &amp; zero emissions vehicle purchasing strategy</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Multiple</td>
<td></td>
<td>Hire a Utility Operations Analyst</td>
<td>$90,000.00</td>
<td>TBD</td>
</tr>
<tr>
<td>4</td>
<td>CD</td>
<td></td>
<td>Complete a sidewalk gap analysis</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>CD</td>
<td>Scheduled</td>
<td>Implement bus shelter installations with PACE</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>CD</td>
<td></td>
<td>Adopt a retro-commissioning requirement for large buildings</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>CD</td>
<td></td>
<td>Institute a residential energy performance transparency program</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>CMO</td>
<td></td>
<td>Develop deconstruction and reuse requirements for municipal facilities</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>CMO</td>
<td>Scheduled</td>
<td>Evaluate options for renewable energy purchase for municipal operations</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>CMO</td>
<td></td>
<td>Provide information and resources on the installation of onsite renewable energy systems</td>
<td>Staff Time</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>PWA</td>
<td></td>
<td>Determine what areas and infrastructure are most vulnerable to flooding</td>
<td>TBD</td>
<td>Sewer Fund</td>
</tr>
<tr>
<td>12</td>
<td>PWA</td>
<td></td>
<td>Develop a stormwater utility to fund improved stormwater management for property owners</td>
<td>$250,000.00</td>
<td>Sewer Fund</td>
</tr>
<tr>
<td>13</td>
<td>PWA</td>
<td>Scheduled</td>
<td>Install Green Alleys where feasible</td>
<td>TBD</td>
<td>Sewer Fund</td>
</tr>
<tr>
<td>14</td>
<td>PWA</td>
<td></td>
<td>Target specific types of infrastructure to implement green infrastructure (alleys, parks, vacant lots, etc.)</td>
<td>Staff Time</td>
<td>Sewer Fund</td>
</tr>
<tr>
<td>15</td>
<td>PWA</td>
<td>Ongoing</td>
<td>Facilitate reduction in water use by top 20 water consumers</td>
<td>Staff Time</td>
<td>Water Fund</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$355,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Legend**

AS – Administrative Services  
CD – Community Development  
CMO – City Manager’s Office  
CP – Community Partner  
PWA – Public Works Agency

**Summary**

The total 2-year determined cost to implement the strategy is $839,000.00. Current identified grant funding equals $260,000.00. The anticipated initial cost to the City is $579,000.00. There are a number of actions that still need cost estimates, but the majority of those will take place in 2020, which allows staff additional time to identify funding and develop estimates. There are 28 actions identified for 2019 and 15 for 2020 for a total of 43 actions. Thirteen of those actions have already been initiated or are ongoing and progress is being made towards their completion. The City is also working on developing a robust network of partner organizations to support implementation, some initial partners include: Institute for Sustainability and Energy at Northwestern (ISEN), Evanston Development Cooperative, Citizens’ Greener Evanston, Elevate Energy, Center for Neighborhood Technology, Evanston Community Foundation, Chicago Community Trust, EvanSTEM, LakeDance, Evanston ReBuilding Warehouse, and others.