ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Revelle

(II) Mayor Public Announcements and Proclamations
   Evanston North Shore Bird Club - 100th Anniversary
   National Public Health Week, April 1 – 7

(III) City Manager Public Announcements

(IV) Communications: City Clerk

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

(VI) Special Orders of Business

SPECIAL ORDERS OF BUSINESS

(SP1) Robert Crown Community Center, Ice Complex and Library Project Update
   Staff will present City Council with an update on the Robert Crown Community Center, Ice Complex and Library project.
   For Action
(SP2) **Purchase of One Ice Resurfacer for Ice Rink Operations at the Robert Crown Center from Frank J. Zamboni & Co., Inc.**
Staff recommends City Council approval of the purchase of one ice resurfacer, a 2019 Zamboni 552AC, for ice rink operations at the Robert Crown Center from Frank J. Zamboni & Co., Inc. (15714 Colorado Avenue, Paramount, CA 9723) in the amount of $143,425.50. Funding for the purchase will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $143,425.50, which has a budgeted amount of $1,622,977.

**For Action**

(SP3) **Ordinance 4-O-19, Map Amendment and Planned Development, 1714-1720 Chicago Avenue**
The Plan Commission and staff recommend denial of Ordinance 4-O-19 for approval of a Map Amendment from the R6 General Residential to the D3 Downtown Core Development District and a Planned Development for a 13-story office building with 112 on-site parking spaces. Passage of the Map Amendment shall require a favorable vote of three-fourths (3/4) of all the Aldermen per City Code 6-3-4-7 because a petition signed and acknowledged by 30% of owners of property within 500-feet of the subject property was submitted to the City. Revised plans include: approval to construct a new eleven (11) story one hundred ten (110) foot eight (8) inch tall office building, excluding 32 feet 6 inches of parking levels, consisting of approximately 130,000 gross square feet of office space, with seventy six (76) parking spaces.

**For Action**

(SP4) **Resolution 26-R-19, Authorization of Third Amendment to the Real Estate Sale Agreement to provide for a Right of Reverter**
The City Council directed staff to negotiate a right of reverter to ensure that the development is constructed with subject approved plan and enclosed for adoption is Resolution 26-R-19, authorization of Third Amendment to Real Estate Sale Contract. Additionally, Alderman Wilson requested information from the Applicant during the February 25, 2019 Council meeting. The request was for the applicant to provide ownership information for the developer.

**For Action**

(SP5) **City Council Goals**
Staff requests that City Council discuss implementation of 2019-2020 City Council goals.

**For Discussion**

(SP6) **Ordinance 19-O-19, Sale of Surplus Property Fleet Vehicles**
Staff recommends that City Council adopt Ordinance 19-O-19, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, March 26, 2019 or any other subsequent America’s Online...
Auction. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement.

**For Action**

(SP7) **2018 Consolidated Annual Performance and Evaluation Report for the City’s Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs**


**For Action**

(SP8) **2019 Special Events in City Parks**

Staff and the Human Services Committee recommend 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). 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.

**For Action**

(VIII) Call of the Wards

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

(IX) Executive Session

(X) Adjournment

**MEETINGS SCHEDULED THROUGH MARCH 2019**

Upcoming Aldermanic Committee Meetings

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/19/2019</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
</tr>
<tr>
<td>3/20/2019</td>
<td>6:00 PM</td>
<td>Transportation &amp; Parking Committee</td>
</tr>
<tr>
<td>3/20/2019</td>
<td>6:30 PM</td>
<td>M/W/EBE Development Committee</td>
</tr>
<tr>
<td>3/21/2019</td>
<td>6:30 PM</td>
<td>Equity &amp; Empowerment Commission</td>
</tr>
<tr>
<td>3/28/2019</td>
<td>5:30 PM</td>
<td>Emergency Telephone System Board</td>
</tr>
</tbody>
</table>

Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil). Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Erika Stortlie, Assistant City Manager/ Director of Administrative Services
       Sean Ciolek, Division Manager of Facilities and Fleet

Subject: Vehicle Purchase – Ice Resurfacer

Date: February 25, 2019

Recommended Action:
Staff recommends City Council approval of the purchase of one ice resurfacer (2019 Zamboni 552AC) for ice rink operations at the Robert Crown Center from Frank J. Zamboni & Co., Inc. (15714 Colorado Avenue, Paramount, CA 9723) in the amount of $143,425.50.

Funding Source:
Funding for the purchase will be from the Equipment Replacement Fund (Account 601.19.7780.65550) in the amount of $143,425.50, which has a budgeted amount of $1,622,977. This expenditure represents 8.8% of this budgeted amount.

Livability Benefit:
Health & Safety: Promote healthy, active lifestyles.
Built Environment: Enhance public spaces.

Summary:
The recommended vehicle purchase will support daily ice rink operations of the Parks, Recreation and Community Services Department by bringing quality and value to the City’s ice rinks. This piece of equipment which has the tightest turning radius in the industry will shave the ice several times throughout the day so that the sheet of ice is in suitable condition for skaters.

This vehicle will replace existing Vehicle #426 (a 2004 Olympia Millennium with 7,848 service hours which has had 74 service visits and $83,948.46 worth of in-house and vendor repairs over the life of the vehicle which was purchased for $68,000.00 in 2004). The existing vehicle will be auctioned.
Fleet staff carefully weighs multiple variables and replaces and repurposes vehicles accordingly. In an effort to not allow the fleet's overall age to become imbalanced we are focusing our manpower and resources on newer and less worn equipment rather than older, antiquated vehicles which will absorb more time and more funds to repair and maintain over time. Our current replacement strategy focuses on mileage, engine time, age, reliability, maintenance cost and the operational environment the equipment is subjected to. All of these variables are considered when determining which vehicles should be replaced and when.

The recommended replacement unit purchases are as follows:

<table>
<thead>
<tr>
<th>Division</th>
<th>Unit #</th>
<th>Replacement Description</th>
<th>Model Year</th>
<th>Purchase Price</th>
<th>Type of Bid</th>
<th>Vendor</th>
</tr>
</thead>
</table>

The vehicle listed above for replacement supports daily ice rink operations for the Parks, Recreation and Community Services Department. The replacement of this vehicle is crucial for safe, reliable, environmentally friendly, and cost effective operations. The vehicle has the latest electric motor with outstanding operability and will be housed and charged at the Robert Crown Center. The vehicle being replaced will be auctioned off as Sale of Surplus.

Frank J. Zamboni & Co., Inc. holds the Sourcewell joint purchasing contract and has been a responsive and responsible bid winner of ice resurfacing equipment for many years. The vendor has agreed to hold last year’s price for us which will save us $4,025.50.

There are no Evanston based businesses that can provide these types of vehicles.

Attachments
Specifications & pricing for the one (1) vehicle replacement.
November 30, 2018

Sean Ciolek
City of Evanston
2100 Ridge Ave.
Evanston, IL 60201

PROPOSAL

MODEL: Zamboni 552AC
QUANTITY: One (1)
CAPACITY: Full Size
  • Snow Tank
    100 cubic feet (actual volume)
    120 cubic feet (compacted)
  • Ice Making Water Tank
    Constructed of High Density Polyethylene
    200 U.S. gallons
    Wash Water Tank (optional)
    Constructed of High Density Polyethylene
    82 U.S. gallons
    Total Water Capacity
    282 U.S. gallons

ELECTRONIC CONTROLS: Sevcon® Gen4 AC Motor Controllers
  • Sevcon solid state controls provide for infinitely
    Variable traction speeds, as well as optimum
    control of the accessory pump operations.
  • Sevcon controls offer the latest in electronic
    technology and provide exact optimized control to
    achieve outstanding operability. These controls
    have been proven throughout the world in
    demanding applications such as forklifts and
    airport equipment.
ELECTRONIC CONTROLS: “On-Board” Diagnostic Features
(Cont’d)
• Operator faults, eg. starting in gear or parking brake on
• Faults due to Component failure
• Motor temperature warning

Sevcon Display
• Sevcon dash display relays information about the motor controllers
• Full diagnostics with alphanumeric display including fault codes
• Battery Discharge Indicator (BDI) and motor controller hour meters.

ELECTRIC MOTORS:
• 24 HP (18kW) brushless AC traction motor w/ temperature sensor
• 11 HP (8kW) brushless AC pump motor w/ temperature sensor

BATTERY & CHARGER:
• 510 Amp Hour heavy-duty industrial type lead acid batteries. Heavy-duty features include a tabular solid plate design and heat bonded jar.
• "Intelligent" charger is microprocessor controlled to provide the best charging sequence in all conditions.

DRIVETRAIN: Dana/Spicer Axles
• Front - Model 60, rated 6,400 lb. capacity.
• Rear - Model 60, rated 6,200 lb. capacity and is a rigid, full-float design.
• Because the 552 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.

DRIVETRAIN:
• Our chassis/axle combination is the key to the Zamboni 552 having a turning radius of 16 feet, a full 3 feet tighter than most other machines.

Transfer Case
• Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
• Traction drive motor is directly-mounted to the housing for long shaft life.

Chassis
• 2" X 5" structural steel tubing for high strength and long service.
HYDRAULICS:

Pump and Motor

- Gear-type for high efficiency, flow and speed. This design has been proven in many rugged applications and helps to continue Zamboni's reputation for the best conveyor performance in the industry.

Steering Pump

- The use of a hydraulic steering system provides very smooth power steering with little effort.

Filtration and Tank

- Parker 10 micron hydraulic filter ensures a clean environment for all hydraulic components.
- Large 21 gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

SNOW TANK AND AUGERS:

- Large snow capacity and tank design provides all areas of the snow tank to be completely filled, even the top and rear corners.
- Both 10 inch large diameter augers are double-flighted to ensure good performance even during heavy shaving and the augers are powder coated for durability.

CONDITIONER:

- Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.
- A unique design of spring and hydraulic down pressure is used for superior shaving results.
- Performance will continue for the life of the machine by using replaceable bushings and springs.

HUMAN ENGINEERING:

- The operation of the 552 is very simple. The operator selects the travel direction, then drives the machine with a foot control. Because the conveyors are independent of vehicle speed, the 552 provides full power and speed to the augers at all times, even when slowing for corners.
- Speed is controlled by a single foot pedal. A solid-state electronic actuator provides smooth and responsive acceleration.
ELECTRONIC CONTROLS:
(Cont’d)
• Operator compartment has an ergonomic layout and includes a modern steering wheel with spinner knob.
• The MOSFET electronic controls, while securely locked to inhibit unauthorized entry, are conveniently located should service be necessary. The battery is easily accessed through both side doors for routine maintenance checks, even with the snow tank down.
• Wiring and looms are well routed and protected.
• Vertical auger cover reduces noise and provides an aesthetically pleasing look to the rear platform of the machine.

FACILITY ENGINEERING:
• Zamboni Ice Resurfacers offer unparalleled shaving and snow conveyor performance. A quality sheet of ice is among an arena’s primary selling features.
• Zamboni has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.
• The snow tank on the 552 is designed with a flat bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height. This is important for both dumping indoors as well as outdoors in adverse conditions.
• Polyethylene ice-making water tank is standard. This tank is completely rust free and has a 8” quick access cover for inspection and clean-out.

MANUFACTURER’S STATEMENT:
The Model 552 is proudly designed and manufactured in Paramount, California by Frank J. Zamboni & Co., Inc., a United States company.

WARRANTY:
Twenty Four (24) months or 2,000 hours, parts replacement only.

SAFETY STANDARDS:
The 552 is engineered to meet or exceed A.N.S.I. safety labelling requirements.
<table>
<thead>
<tr>
<th>SOURCEWELL CONTRACT PRICING:</th>
<th>Zamboni 552AC ........................................... $121,650.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 510 AH Battery with Charger</td>
<td>$ Standard</td>
</tr>
<tr>
<td>• Back Up Alarm</td>
<td>$ 680.00</td>
</tr>
<tr>
<td>• Board Brush</td>
<td>$ 5,625.00</td>
</tr>
<tr>
<td>• Aluminum Wheels</td>
<td>$ Standard</td>
</tr>
<tr>
<td>• Wash Water System w/ Poly Tank</td>
<td>$ 4,700.00</td>
</tr>
<tr>
<td>• Guide Wheel</td>
<td>$ Standard</td>
</tr>
<tr>
<td>• Black Powder Coated Conditioner</td>
<td>$ Standard</td>
</tr>
<tr>
<td>• Parking Brake</td>
<td>$ Standard</td>
</tr>
<tr>
<td>• Electronic Water Level Sight Gauge</td>
<td>$ 480.00</td>
</tr>
<tr>
<td>• Conditioner Poly Side Plate</td>
<td>$ Standard</td>
</tr>
<tr>
<td>• Advanced Water System</td>
<td>$ 5,050.00</td>
</tr>
<tr>
<td>• Auto Snow Breaker</td>
<td>$ 1,710.00</td>
</tr>
<tr>
<td>• Stainless Steel Water Distribution Pipe</td>
<td>$ 385.00</td>
</tr>
<tr>
<td>• Single Point Watering System for Batteries</td>
<td>$ 1,575.00</td>
</tr>
<tr>
<td>• Zamboni Connect(Includes 2 year Subscription)</td>
<td>$ 2,295.00</td>
</tr>
</tbody>
</table>

**SUB-TOTAL:** $144,150.00

Less NJPA Discount ($4,324.50)

Transportation $ 3,600.00

**TOTAL:** $143,425.50

**F.O.B.:** Paramount, CA

**TERMS:** Net 30 days on approved credit.
Sourcewell contract # 030117-FZC.
Required delivery to be advised by customer.
Pricing firm for 30 days.
Pricing does not include any applicable sales tax.

**THANK YOU:**

Doug Peters  
Regional Sales Manager  

Frank J. Zamboni & Co., Inc.  
15714 Colorado Avenue  
Paramount, CA  90723  
Phone: (562) 633-0751  
Fax: (562) 633-9365
To: Honorable Mayor and Members of the City Council

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

Subject: Ordinance 4-O-19, Map Amendment and Planned Development, 1714-1720 Chicago Avenue, 18PLND-0053

Date: March 15, 2019

Summary:
On February 20, 2019, the Applicant submitted revised plans seeking approval for the following: approval to construct a new eleven (11) story one hundred ten (110) foot eight (8) inch tall office building, excluding 32 feet 6 inches of parking levels, consisting of approximately 130,000 gross square feet of office space, with seventy six (76) parking spaces. Ordinance 4-O-19, attached, reflects these changes.

Attachments:
Ordinance 4-O-19, transmittal memorandum and other attachments from February 25, 2019 City Council meeting
Memorandum

To: Honorable Mayor and Members of the City Council

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

Subject: Ordinance 4-O-19, Map Amendment and Planned Development, 1714-1720 Chicago Avenue, 18PLND-0053

Date: January 16, 2019

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

The proposal includes the following site development allowances:

- FAR of 5.0, where the maximum permitted FAR in the D3 district is 4.5.
- Building height of 127 feet to roof (excluding eligible parking levels), where the maximum permitted height of a building in D3 is 85 feet to roof.
- 112 parking spaces with 22 compact stalls where the minimum required number of parking spaces is 213, in addition to a purchase-sale agreement to replace the 74 library parking spaces onsite, and where compact stalls are not allowed.
- Front yard setback of 25-feet, where 31.4 feet is required.
- North side yard setback of 5-feet proposed, where 15-feet is required.
- South side yard setback of 5-feet proposed, where 15-feet is required.
- Canopy yard obstruction of 9.7 feet into the required front yard, where a maximum obstruction of 3.1 feet (10%) is allowed.

The applicant is working with the City to secure additional parking spaces in the Church Street and/or Sherman garages which are located within 1,000 feet of the subject property. If authorized by the City Council, a tentative agreement in perpetuity would enable the proposed development to be compliant with City of Evanston parking...
requirements and remove the need for the requested site development allowance for the number of parking spaces.

Livability Benefits:
Built Environment: Provide compact and complete streets and neighborhoods
Economy and Jobs: Expand job Opportunities

Background:
The applicant proposes to construct a 13-story, office building with a gross floor area of approximately 136,000 square feet of gross floor area and 112 parking spaces.

The 26,750 sq. ft. site consists of two parcels with a total of 143 feet of frontage on the west side of Chicago Avenue between Church and Clark Streets. The current use of the City owned property is as metered public Parking Lot Number 3.

The uses immediately surrounding the site include the three story Woman’s Club to the south at 1702 Chicago Avenue (built in 1912) a Colonial Revival Evanston landmark, also listed in the National Register of Historic Places, and the Frances Willard Museum Campus to the north. In 2010 the Campus was designated as a local historic district. The district includes the following buildings: 1724 Chicago Avenue (built in 1865) a Gable-Front Side-Hall Vernacular Greek Revival; 1728-1730 Chicago Avenue (built in 1865) a Gothic Revival – the Frances Willard’s house at 1728 Chicago Avenue (addition built in 1882) an Evanston landmark, also listed in National Register of Historic Places as a National Historic Landmark; The Administration Building (built in 1910, additions 1922 and 1940); and 1732 Chicago Avenue, a Stick Style (the shed-roof, wraparound porch is a 1909 addition).
To the east is the nine-story Evanston Place Apartment Building with the City's Church Street Parking Garage. To the immediate west is the four-story Evanston Public Library, and the McManus Center, a seven-story residential building owned by Northwestern University.

**Site Layout:**
The site is irregularly shaped with approximately 143 feet of frontage along Chicago Avenue; however, the northern portion of the site is deeper than the southern portion, with the alley bending around the property line. The applicant proposes that the City vacate a portion of the alley to extend the property line and proposed building further south which would further constrict vehicular movements around the bend in the alley. To compensate, the applicant also proposes to reconfigure the curbing in the alley, removing a mature tree and a portion of sidewalk leading from the alley parking to library entrances, in order to make vehicular movements to alley loading areas of the proposed building, the library, and the McManus Center feasible. The following alley site plan depicts these changes.

The massing of the proposed building is in 2 sections: a four-story brick and modular stone veneer building housing the office lobby and parking on the ground floor and upper 3 levels, and a 9-story glass and cast stone veneer office portion above that is
pulled back from the base. The top two stories are also pulled back from the seven stories below, reducing the massing of the building. The nine stories above the base are primarily a curtain wall with aluminum or steel windows and spandrels between floors. The curtain walls are flanked by four nine-story sections, in cast stone and glass aluminum/steel windows.

The lower podium portion of the building is proposed with 5-foot setbacks to the north and south property lines and is set back 25-feet from the east property line. The front entrance to the building is through a curtain wall in glass with aluminum or steel windows with a metal canopy over the main entrance leading to the lobby. The main entrance is flanked by two four-story sections in cast stone, modular brick and aluminum or steel windows with powder coat finish to block the view of the parking levels within the four-story base of the building.

The total required parking for this project is 213 spaces. A total of 112 parking spaces are proposed with 22 of those spaces being considered compact, thereby not meeting the minimum code requirements. A minimum code required parking space is 8.5 feet by 18 feet. The applicant has stated that the 21 ground level spaces, 7 of which are compact, would be open to the public at all hours, with the remaining parking available to the public after office hours and on the weekends. A bike room with 50 bike parking spaces for office employees will be located on the ground floor of the building.

Vehicular access will be from the alley just west of the property. A loading bay is located at the rear of the building with access from the alley. The garage entrance is toward the southern portion of the building with cars entering facing east, while the loading and refuse area will be located at the northern end of the building with vehicles entering from the south via Church Street.

The building does not meet required setbacks for the proposed D3 Zoning District with the exception of the rear setback along the west property line. A front yard setback of 25-feet is proposed, where the block average of 31.4 feet is required, and side setbacks of 5 feet are proposed where 15 feet is required adjacent to the residentially zoned properties to the north and south. Additionally, a 9.7 foot canopy would project more than the allowed 10 percent into the required front yard setback.

The actual building height is 167 feet to the roof with four stories of parking. The height of the floors dedicated to parking may be deducted from the maximum height allowed, up to 40 feet, per Section 6-11-4-8. With this reduction the portion of the building that counts toward the maximum height requirement is 127 feet tall.
Compliance with the Zoning Ordinance
The intent of the D3 Downtown Core Development district is:
“…to provide for the highest density of business infill development and large scale
redevelopment within downtown Evanston. The district is also intended to encourage
and sustain mix of office, retail, and residential uses. Planned developments are
encouraged as a special use in the D3 district...”

Map Amendment
The site currently lies in the R6 General Residential District, as does the entirety of the
east and west facing block faces on Chicago Avenue.

The applicant is requesting a map amendment to reclassify the zoning of the property to
the D3, Downtown Core Development District, which allows the most intense
development within the City. A new office building would not be allowed within the R6
District. While the maximum height permitted is 85’ in both districts, the maximum site
development allowance in the R6 District would only permit an additional 12’ of building
height. More restrictive setback, lot coverage, and impervious surface coverage
requirements would also apply in the R6 District.
Zoning map of the area surrounding the site, development site marked with harsh marks:

*Planned Development*
The applicant is requesting Special Use approval for a Planned Development to construct the 13-story (127-foot high) office building with 112 parking spaces.

The applicant is requesting approval of seven site development allowances:

<table>
<thead>
<tr>
<th>Site Development Allowances Requested</th>
<th>Required / Max. Permitted in the D3 District</th>
<th>Site Development Allowance</th>
<th>Proposed</th>
<th>Exceeds Max Site Development Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Height</td>
<td>85 feet (not including up to 4 floors of parking)</td>
<td>+85 feet = 170 feet (not including up to 4 floors of parking)</td>
<td>127 feet (167 feet including 4 parking levels)</td>
<td>No</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>4.5</td>
<td>+3.5 = 8.0</td>
<td>5.0</td>
<td>No</td>
</tr>
<tr>
<td># of parking spaces</td>
<td>213</td>
<td>N/A</td>
<td>112 (22 compact)</td>
<td>N/A</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----</td>
<td>-----</td>
<td>------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Front setback (east property line)</td>
<td>31.4 feet (block face average)</td>
<td>N/A</td>
<td>25 feet</td>
<td>N/A</td>
</tr>
<tr>
<td>Side setbacks (north and south property lines)</td>
<td>15 feet (abutting side property line of residential district)</td>
<td>N/A</td>
<td>5 feet (north and south)</td>
<td>N/A</td>
</tr>
<tr>
<td>Canopy Yard Obstruction (north property line)</td>
<td>3.1 feet (10% obstruction)</td>
<td>N/A</td>
<td>9.7 feet</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Parking and Traffic:**
The office use requires 2 parking spaces per 1,000 square feet, however, by code the first 3,000 square feet are excluded and the total is reduced by 20% in downtown. Based on the gross floor area, which excludes parking and mechanical areas, 213 parking spaces are required. The applicant is proposing a total of 112 parking spaces, with 22 of those of a smaller size than the minimum allowed, and an additional 21 reserved for public use. In sum, on-site parking would be provided at a ratio of 0.67 spaces per 1,000 square feet of office space. The applicant has also proposed to lease 122 parking spaces, the difference between the zoning code required 213 spaces and the proposed 91 spaces that would be available to office tenants in the building, within City-owned parking garages for the first year, with the parking needs to be reevaluated at that point.

The applicant submitted both a Parking Study and Traffic Impact Analysis prepared by Eriksson Engineering Associates, Ltd. The traffic study looked at the additional traffic generated by the office building, along with nearby developments and other area traffic growth, and developed the following conclusions and recommendations:

1. The street network can accommodate the additional traffic from the proposed project, nearby developments, and other traffic growth.
2. The location of the site and the availability of public transportation, walking and biking will minimize the volume of vehicular traffic generated by the site.
3. Indoor bike storage is proposed as part of the building plan.
4. All intersections within the study area work at acceptable levels of service and delay. There in a small increase in delays from the projected traffic growth.
5. The proposed loading dock can serve semi-trailer deliveries and refuse trucks.

The parking study, prepared for the applicant by prepared by Eriksson Engineering Associates, Ltd., looked at the proposed parking supply compared with usage within
existing lots and garages and concluded:

1. The proposed office parking garage will provide both public and private parking spaces with 21 public spaces until 5:00 PM on weekdays and 112 public spaces after 5:00 PM and on weekends. The remaining spaces will be for office tenants (91 spaces during the day and shared at other times).

2. Parking surveys indicate the existing usage of the combined surface lot/library garage (53 vehicles) can be accommodated by the new office garage public area and the library garage (55 daytime spaces). During the evenings and weekends, 112 public spaces will increase the parking supply from 74 spaces for library patrons.

3. Office parking will be provided by a combination of on-site parking (91 spaces) and off-site public parking garages (70-80 spaces in the Chicago Avenue and 40-50 spaces in the Sherman or Maple garages). The off-site leased spaces will be leased for a duration of 12 months. After a period of 12 months the city will revisit and assess the need for said leased spaces with an option to reduce the number of spaces if not utilized. The proposed parking plan will still accommodate the existing needs of the area during the day and provide additional public parking in the evening and during the weekends.

4. The developer will fund the initial cost for installation of a parking signage and detection system for availability of off-site parking in the Church Street and Library Parking garages. The ongoing cost and maintenance of this equipment will be the responsibility of the city.

Public Benefits:
The applicant has presented the following public benefits, aside from developing the property and paying property taxes, as part of the Planned Development proposal:

1. Establish the first ever "Evanston High School Student Pilot Internship" for students pursuing an interest in Land Development and Construction Management at the proposed development.

2. Create a Public/Private Bike Room to serve the immediate public/501C3 employees while also promoting bike usage when possible.

3. Agree to add additional conduit devoted for a future pair of Electrical Vehicles parking spots in the Public Spaces.

4. Replace Public Parking Spaces with Covered Public Spaces while providing off-site parking as well.

5. Allow the City to have full parking access for public use after 5:00 PM on weekdays and full access all hours Saturday and Sunday.

6. Attended to the Evanston Bird Club President’s concerns with Bird Strikes at the building with placement of trees and landscaping at the site.

7. Agreed to hire a local arborist to evaluate the condition of existing trees and explore options with regards to those certain trees.

8. $4M purchase price to the City of Evanston at the closing to Balance the Budget or provide subsidy for much needed programs within the City.
9. Installation of landscaping and street trees within the parkway on the west side of Chicago Avenue.
10. Installation of signed crosswalk in alley west of building.
11. Replacement and/or upgrading of pavement in north-south alley between Church Street and Clark Street.
12. Exceed the minimum City of Evanston set asides for local Labor, particularly local MBE/WBE participation. Developer will coordinate GC to outreach into City Local Labor.

Real Estate Purchase and Sale Agreement
On October 26, 2017, the City and Chicago Avenue Partners LLC entered into the Agreement for Purchase and Sale of the subject property. The Contract contained certain terms that the Purchaser must meet per contract in order for the City to sell the Property:

- Purchase price of the property was originally $5 Million. As stated in Section 3 of the Real Estate Agreement, the purchase price was reduced from $5M to $4 Million in consideration of the reduction in height of the building from 14 to 11 stories. Since that time, the proposed development is now 13 stories. The purchase price for the property is still $4 Million.
- Paragraph 6(e) of the Real Estate Agreement outlines that the existing 75 spaces at the Subject Property must be replaced and inserted into the development as public parking, in addition to the amount needed by Code. The subject development has a total of 112 spaces, however, only 21 spaces would be available to the public during business hours. The required parking for the property is 213 parking spaces. The purchaser never sought an amendment to the contract to address either of these issues. Attached is a copy of the real estate contract for your reference.

Conditions
If the City Council were to approve Ordinance 4-O-19, the following conditions of approval are included:

1. Prior to issuance of building permit, the applicant shall record a Plat of Vacation for the requested alley vacation with Cook County Recorder of Deeds.
2. Within one year of the issuance of the final Certificate of Occupancy for the building, the applicant must submit a traffic study analyzing the turning movements and parking utilization within the garage accessed off of the alley immediately west of the site including analysis of any traffic incidents adjacent to the site. Based on the analysis of the traffic study, the City reserves the right to require additional traffic calming measures or operational restrictions.
3. Deliveries for the office building must be performed from the alley and are prohibited during the hours of 7 AM – 9 AM and 4 PM – 6 PM Monday through Friday.
4. The applicant shall pay a one-time contribution of $20,000 to the City’s Public Art Fund for the Installation of a piece of public art in the immediate neighborhood.
5. The development shall include a minimum of two publicly accessible Electric Vehicle charging stations.

6. The building shall incorporate bird friendly measures, including non-reflective glass windows, doors and balconies, minimize any external lighting from 12:00 am until after dawn during Spring and Fall migration, and avoid guy wires and roof lighting that pose a bird hazard.

7. The applicant shall provide for the installation of parking signage and detection systems indicating availability of off-site parking in the Church Street and Library Parking garages from signage located at the office building parking garage.

8. The applicant shall provide for the purchase and installation of two pay stations as replacement for parking meters on Chicago Avenue.

9. The applicant shall enter a lease agreement for 122 parking spaces within City parking garages.

10. The applicant shall install landscaping improvements and street trees within the parkway on the west side of Chicago Avenue between Church Street and Clark Street.

11. The applicant shall install a signed crosswalk in alley west of the proposed building.

12. The applicant shall replace and/or upgrade the pavement in north-south alley between Church Street and Clark Street as deemed necessary by the Director of the Public Works Agency.

13. The applicant agrees to employ at least five Evanston residents, with a goal of 10 Evanston residents, during construction.

14. The proposed planned development shall substantially conform to the plans and documents attached to this report.

15. The applicant must agree to a Construction Management Plan (CMP) before issuance of the building permit.

16. Any change in use must be approved as an amendment to the Planned Development.

Standards of Approval
The proposed development must satisfy the Zoning Ordinance standards for a Map Amendment in Section 6-3-4-5, Special Use in Section 6-3-5-10, the Standard for Planned Development in Section 6-3-6-9, and standards and guidelines established for Planned Developments in the D3 Downtown Core Development District (Section 6-11-1-10). Staff finds that the proposed development meets some of the standards for approval; however, there are several points of concern.

Standards for Map Amendment (Section 6-3-4-5)

The proposed Map Amendment is consistent with the Comprehensive Plan goals, objectives, and policies as a TOD contributing to the vibrant downtown area, however, the scale and mass of the proposed building in context with the adjacent landmark structures may not satisfy the objective to identify and protect Downtown’s historic...
landmarks. The adequacy of the public facilities following the proposed alley vacation is also questionable given that vehicular turning movements to access loading at the proposed and adjacent buildings would be compromised.

**Standards for Special Use (Section 6-3-5-10)**
A Planned Development is listed as a special use in the D3 Downtown Core Development district. The proposal is in keeping with some of the purposes and policies outlined in the Comprehensive Plan and the Zoning Ordinance if a Map Amendment from the R6 Zoning District is granted.

The proposed office building will not cause a negative cumulative effect when considered in conjunction with other special uses in the area. An office development is appropriate within downtown; however, the height, mass, and scale of the proposed development may not be compatible with the adjacent landmarked institutional uses. As such, the proposal may diminish the value of these institutions, but would likely not diminish the value of other properties in the downtown.

As indicated above, the proposal can be adequately served by most public facility infrastructure already available. The street and sidewalk network, as well as water, sewer, electricity and gas infrastructure already exist and service the existing building and structures on the site, however, the vehicular movements in the adjacent alley would be compromised and off-site parking within City parking garages is proposed to serve the building.

Staff has concerns regarding the public parking loss from existing conditions and vehicular movements in the alley. The applicant has submitted a parking and traffic study that explains that there will be minimal effect to the level of service on existing surrounding roadways. The access to the parking garage and loading dock will be provided via the alley, which is currently utilized by vehicular traffic in addition to pedestrians accessing the library.

Finally, with a Map Amendment from the R6 to the D3 Zoning District, the proposal would meet all zoning requirements except for the seven site development allowances requested and outlined above.

**Standards and Guidelines for Planned Developments in D3 District (Sections 6-3-6-9 and 6-11-1-10)**
If the Map Amendment to the D3 Zoning District is granted, the proposed Planned Development generally complies with purposes and the intent of the Zoning Ordinance. The proposal is an office development that is a compatible land use within the larger downtown area, however, the height, bulk, and scale of the proposed project is significantly greater than that of the adjacent landmarked properties within the R6 Zoning District. As previously described, the proposal is in keeping with some of the purposes and policies outlined in the Comprehensive Plan.
The site layout causes concern with regards to both safety and continuity of a pedestrian and walkable experience. There is a lack of active uses on the ground floor and in the base of the building and the proposed location of the building within the existing public alley creates potential conflicts for loading operations at the proposed and adjacent buildings.

Legislative History:
January 9, 2019 – The Plan Commission recommended denial 4-1 of the proposed development.

December 12, 2019 – The Plan Commission opened the public hearing and heard testimony by the applicant and general public. At the request of a property owner within 1000-feet, the hearing was continued to January 9, 2019.

November 14, 2018 – The Design & Project Review Committee (DAPR) recommended denial of the proposed development at the November 14, 2018 meeting citing concerns with vehicular turning movements in the alley, pedestrian safety, lack of on-site public parking, scale of the development adjacent to landmark buildings, the number of site development allowances, and the lack of public benefits provided among other items.

July 11, 2018 – The Design & Project Review Committee (DAPR) reviewed the development and requested additional information and study of vehicular turning movements in the alley, scale of the development adjacent to landmark buildings, the number of site development allowances, and the inclusion of public benefits for the proposed project. The applicant requested that the item be held at DAPR while the information was gathered.

Attachments
- Proposed Ordinance 4-O-19
- Petition in Opposition to Zoning Map Amendment
- 110-R-18, Authorizing the City Manager to Execute an Amendment to the Purchase and Sale Agreement, adopted December 10, 2018
- Link to Plan Commission Packet of January 9, 2019
- Link to Plan Commission Packet of December 12, 2018
- Draft Minutes from January 9, 2019 Plan Commission meeting
- Minutes from December 12, 2018 Plan Commission meeting
AN ORDINANCE

Granting a Special Use Permit for a Planned Development Located at 1714-1720 Chicago Avenue and Amending the Zoning Map to Re-Zone Certain Property from the R6 General Residential District to the D3 Downtown Core Development District (“Library Parking Lot”)

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, which states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164); and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and
WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 1979, as amended, ("the Zoning Ordinance"); and

WHEREAS, Paul Janicki Architects, Inc. (the "Applicant"), architect of the property located at 1714-1720 Chicago Avenue, Evanston, Illinois (the "Subject Property"), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-3-5, "Special Uses", Section 6-3-6, "Planned Developments", and Subsection 6-11-1-10, "Planned Developments" in Downtown Zoning Districts, to permit the construction and operation of a Planned Development located at the Subject Property in the D3 Downtown Core Development Zoning District ("D3 District"); and

WHEREAS, the Applicant sought approval to re-zone the Subject Property from the current R6 General Residential Zoning District to the proposed D3 Downtown Core Development Zoning District; and

WHEREAS, the Applicant sought approval to construct a new thirteen (13) story one hundred twenty seven (127) foot tall office building, excluding 40 feet of parking levels, consisting of approximately 136,000 gross square feet of office space, with one hundred twelve (112) parking spaces; and

WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to floor area ratio (FAR), building height, number of parking spaces, front yard setback, north side yard setback, south side yard setback, and canopy yard obstruction; and
WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances to the normal district regulations established in the Zoning Ordinance; and

WHEREAS, on December 12, 2018 and January 9, 2019, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the application for a Special Use Permit for a Planned Development and Rezoning from R6 General Residential Zoning District to D3 Downtown Core Development Zoning District, case no. 18PLND-0053, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the application for the proposed Planned Development does not meet applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the D3 Zoning District per Subsection 6-11-1-10 of the Zoning Ordinance and Map Amendments per Subsection 6-3-4-5; and

WHEREAS, the Plan Commission recommended the City Council deny the application; and

WHEREAS, on January 28, 2019, and on February 11, 2019, the Planning and Development (“P&D”) Committee of the City Council held meetings, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered and adopted the findings and recommendations of the Plan Commission, and recommended approval thereof by the City Council; and
WHERAS, on February 20, 2019, the Applicant submitted revised plans seeking approval for the following: approval to construct a new eleven (11) story one hundred ten (110) foot eight (8) inch tall office building, excluding 32 feet 6 inches of parking levels, consisting of approximately 130,000 gross square feet of office space, with seventy six (76) parking spaces;

WHERAS, construction of the Planned Development, as presented in the submitted revised plans, requires exception from the strict application of the Zoning Ordinance with regards to floor area ratio (FAR), building height, number of parking spaces, front yard setback, north side yard setback, south side yard setback, and canopy yard obstruction; and

WHERAS, at its meetings of February 11, 2019 and February 25, 2019, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, the Applicant’s application, received additional public comment, made certain findings, and adopted said recommendation; and

WHERAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 (1991)) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124 (7th Cir. 1995)),

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:
SECTION 1: The foregoing recitals are hereby found as facts and incorporated herein by reference.

SECTION 2: The City Council hereby amends the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit B and identified in Exhibit C, both attached hereto and incorporated herein by reference, from the R6 General Residential District and place them within the D3 Downtown Core Development District.

SECTION 3: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 18PLND-0053, to allow construction and operation of the Planned Development described herein.

SECTION 4: The City Council hereby grants the following Site Development Allowances:

(A) **Floor Area Ratio (FAR):** A Site Development Allowance is hereby granted for a 4.8 floor to area ratio, whereas subsection 6-11-4-6 of the Zoning Ordinance allows for a maximum of a 4.5 floor to area ratio in the D3 District.

(B) **Building Height:** A Site Development Allowance is hereby granted for an approximately one hundred ten (110) foot eight (8) inch maximum building height, excluding the height of eligible parking levels per subsection 6-11-4-8, whereas subsection 6-11-4-8 of the Zoning Ordinance requires a maximum allows building height of eighty-five (85) feet in the D3 District.

(C) **Parking Spaces:** A Site Development Allowance is hereby granted permitting seventy six (76) parking spaces with two (2) compact stalls, whereas table 16-B of subsection 6-16-3-5 of the Zoning Ordinance requires a minimum of two hundred ten (203), in addition to a purchase-sale agreement to replace the seventy-four (74) library parking spaces onsite and where compact stalls are not allowed on the Subject Property.

(D) **Front Yard Setback:** A Site Development Allowance is hereby granted permitting a front yard setback of twenty-five (25) feet from the Subject Property line, whereas subsection 6-11-4-7 of the Zoning Ordinance requires a minimum of a thirty one and four tenths (31.4) foot front yard setback from the Subject Property line for this building in the D3 District.
(E) North Side Yard Setback: A Site Development Allowance is hereby granted permitting a north side yard setback of five (5) feet from the Subject Property line, whereas subsection 6-11-4-7 of the Zoning Ordinance requires a minimum of a fifteen (15) foot north side yard setback from the Subject Property line for this building in the D3 District.

(F) South Side Yard Setback: A Site Development Allowance is hereby granted permitting a south side yard setback of five (5) feet from the Subject Property line, whereas subsection 6-11-4-7 of the Zoning Ordinance requires a minimum of a fifteen (15) foot south side yard setback from the Subject Property line for this building in the D3 District.

(G) Canopy Yard Obstruction: A Site Development Allowance is hereby granted permitting a canopy yard obstruction of nine and seven tenths (9.7) feet into the required front yard on the Subject Property, whereas subsection 6-4-1-9 of the Zoning Ordinance permits a maximum obstruction of three and one tenths (3.1) feet on the Subject Property.

SECTION 5: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) Compliance with Applicable Requirements: The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with: the terms of this ordinance; the Site and Landscape Plans in Exhibits D and E, attached hereto and incorporated herein by reference; all applicable legislation; the Applicant’s testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

(B) Construction Management Plan: The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction phasing/staging plans; construction hours; site access including traffic and pedestrian safety plans; contractor parking; damage control and vibration monitoring; construction exhibits; project communication and signage.

(C) Alley Vacation: The Applicant shall seek approval of an alley vacation from the City Council and shall record a Plat of Vacation for the requested alley vacation
with the Cook County Recorder of Deeds prior to the issuance of the Building Permit.

(D) **Public Art Contribution:** The Applicant shall pay a one-time contribution of fifty thousand dollars ($50,000.00) to the City’s Public Art Fund for installation of a piece of public art to benefit the immediate neighborhood. The contribution will be made prior to issuance of the FCO.

(E) **Traffic Study:** Within one year of the issuance of the final Certificate of Occupancy for the building, the applicant must submit a traffic study analyzing the turning movements and parking utilization within the garage accessed off of the alley immediately west of the site including analysis of any traffic incidents adjacent to the site. Based on the analysis of the traffic study, the City reserves the right to require additional traffic calming measures or operational restrictions.

(F) **Office Building Deliveries:** Deliveries for the office building must be performed from the alley and are prohibited during the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM Monday through Friday.

(G) **Electric Vehicle Charging Stations:** The Applicant shall include a minimum of two (2) publicly accessible Electric Vehicle charging stations and shall add conduit devoted to future electrical vehicle charging stations throughout the parking levels.

(H) **Bird-Friendly Measures:** The Applicant shall incorporate into the development bird friendly measures, including but not limited to: (1) non-reflective glass windows, doors and balconies; (2) the minimization of any external lighting from 12:00 am until after dawn during Spring and Fall migration; and (3) the avoidance of guy wires and roof lighting that pose a bird hazard.

(I) **Parking Signage and Detection Systems:** The Applicant shall provide for the installation of parking signage and detection systems indicating real-time availability of off-site parking in the Church Street and Library Parking garages from signage located at the office building parking garage.

(J) **Pay Stations:** The Applicant shall provide for the purchase and installation of two (2) pay stations as replacement for parking meters on Chicago Avenue.

(K) **Parking Lease Agreement:** The Applicant must agree and sign a long-term parking lease agreement with the City of Evanston to lease two hundred three (203) parking spaces within City parking garages prior to the opening of this building between the Applicant and the City. The long-term lease agreement shall be set for a minimum period of five (5) years.

Following the four (4) year anniversary of the parking lease agreement date, the City will coordinate with the Applicant on the required number of parking spaces and conduct a needs assessment based on the parking utilization within the past four (4) years.
(L) **Landscaping**: The Applicant must install and maintain the landscaping improvements and street trees within the parkway on the west side of Chicago Avenue between Church Street and Clark Street as depicted in Exhibit E.

(M) **Signed Crosswalk**: The Applicant shall install a signed crosswalk in the alley west of the proposed building.

(N) **Alley Pavement**: The Applicant shall replace and/or upgrade the pavement in north-south alley between Church Street and Clark Street as deemed necessary by the Director of the Public Works Agency.

(O) **Employees**: The Applicant will have, as a primary goal, the employment of ten (10) Evanston residents, with a required minimum amount of five (5) Evanston resident employees during construction. Said residents, without regard to sex, race or ethnicity, can be sub-contractors or vendors to the development. The Applicant will hire as many competent minority and/or women Evanston subcontractors, workers, and residents as possible for the construction project.

(P) **Sale Restriction**: The Applicant agrees to record a deed restriction with the Cook County Recorder of Deeds preventing the sale of the property to an organization that is exempt from the payment of property taxes. The deed restriction shall be recorded prior to issuance of building permit and shall be valid for a period of ninety-nine (99) years.

(Q) **Change in Use**: Any change in use must be approved as an amendment to the Planned Development.

(R) **Recordation**: Pursuant to Subsection 6-3-6-10 of the Zoning Ordinance, the Applicant shall, at its cost, record a certified copy of this ordinance, including all exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any permits pursuant to the Planned Development authorized by the terms of this ordinance.

**SECTION 6**: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s tenants, agents, assigns, and successors in interest.”

**SECTION 7**: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 8**: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to
the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

SECTION 9: All ordinances or parts of ordinances that are in conflict with the terms of this ordinance are hereby repealed.

SECTION 10: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 11: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:_________________, 2019

Adopted:_________________, 2019

Approved:__________________________, 2019

_________________________________________________________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_____________________________
Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

Legal Description

1714 Chicago Avenue:
LOT 13 IN BLOCK 15 IN THE VILLAGE, NOW CITY OF EVANSTON IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID LOT 13 TAKEN FOR A PUBLIC ALLEY PER DOCUMENT 92870624 AND ALSO EXCEPTING ALL THAT PART OF SAID LOT 13 LYING WEST OF SAID PUBLIC ALLEY.

1720 Chicago Avenue:
THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN THE VILLAGE, NOW CITY OF EVANSTON IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF SAID LOT 14 TAKEN FOR A PUBLIC ALLEY PER DOCUMENT 92870624.

PINS: 11-18-208-014-0000
11-18-208-015-0000

Commonly Known As: 1714-1720 Chicago Avenue, Evanston, IL
(approx. 26,071 sq. ft.)
EXHIBIT B

Addresses and PINs of Properties Removed from the R3 Residential District and Placed Within the D3 Downtown Core Development District

Commonly Known As: 1714-1720 Chicago Avenue, Evanston, IL

PINs: 11-18-208-014-0000 11-18-208-015-0000
EXHIBIT C

Map of Properties Removed from the R6 Residential District and Placed Within the D3 Downtown Core Development District
EXHIBIT D

Development Plans
WEST ELEVATION

CAST STONE OR SIMILAR

MODULAR BRICK (NOT JUMBO)

ALUM/STEEL WINDOWS, POWDERCOAT FINISH

CURTAIN WALL: ALUM/STEEL WINDOWS & SPANDRELS, POWDERCOAT FINISH

ALL PRECAST CONCRETE, ALUM/STEEL WINDOWS, POWDERCOAT FINISH
1714 - 1720 CHICAGO AVENUE

NORTH ELEVATION

CURTAIN WALL: ALUM-STEEL WINDOWS & SPANDRELS, POWDERCOAT FINISH

ALL PRECAST CONCRETE, ALUM-STEEL WINDOWS, POWDERCOAT FINISH

CAST STONE OR SIMILAR MODULAR BRICK (NOT JUMBO)

ALUM-STEEL WINDOWS, POWDERCOAT FINISH

PAUL JANICKI ARCHITECTS

HOLABIRD & ROOT

42 of 144
ALLEY LOOKING NORTH
1714 - 1720 CHICAGO AVENUE
### MWRDGC SESC Notes

<table>
<thead>
<tr>
<th>Notes</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion &amp; Sedimentation Control Notes</td>
<td></td>
</tr>
<tr>
<td>Grading Notes</td>
<td></td>
</tr>
<tr>
<td>Geometry Notes</td>
<td></td>
</tr>
<tr>
<td>Structure Notes</td>
<td></td>
</tr>
<tr>
<td>Utility Notes</td>
<td></td>
</tr>
</tbody>
</table>

### MWRDGC General Notes

- **Class IA**
- **IEPA General Notes**
- **MWRDGC General Notes**

### EVANSTON OFFICE BUILDING

1714-1720 Chicago Ave
Evanston, Illinois
AVERAGE EXISTING FRONT PORCH SETBACK: 25'-11 3/4"
PROPOSED BUILDING FRONT PORCH SETBACK: 25'-0"
CHICAGO AVENUE

AVERAGE EXISTING FRONT PORCH SETBACK: 25'-11 3/4"
PROPOSED BUILDING FRONT PORCH SETBACK: 25'-0"
GROUND LEVEL PLAN - PARKING LEVEL 1

TOTAL FOOTPRINT: 20,759 SF

TOTAL PARKING:
THIS LEVEL: 20
ACCESSIBLE: 2

SCALE: 1" = 16'-0"
TOTAL FOOTPRINT: 20,759 SF
TOTAL PARKING
THIS LEVEL: 24
ACCESSIBLE: 1
TOTAL FOOTPRINT: 20,759 SF
TOTAL PARKING THIS LEVEL: 32 ACCESSIBLE: 1
TOTAL PARKING: 76 SPACES

PARKING LEVEL 3
1714 - 1720 CHICAGO AVENUE

SCALE: 1" = 16'-0"
OFFICE LEVELS 2-6

1714 - 1720 CHICAGO AVENUE

TOTAL FOOTPRINT: 
18,293 SF

GROSS LEASABLE: 
16,513 SF

SCALE: 1" = 16'-0"
TOTAL FOOTPRINT: 17,665 SF
GROSS LEASABLE: 15,885 SF

SCALE: 1" = 16'-0"
EXHIBIT E

Landscape Plans
TREE PROTECTION NOTES

1. ALL TREES TO BE INSPECTED BY CERTIFIED ARBORIST PRIOR TO CONSTRUCTION TO VERIFY AND VALIDATE CONDITION.
2. ARBORIST WILL CREATE A CARE PLAN FOR ALL TREES TO REMAIN, INCLUDING ACTIVITIES SUCH AS ROOT PRUNING AND FERTILIZATION.
3. ALL TREES ON NEIGHBORING PROPERTIES WILL BE PROTECTED PER TREE PROTECTION DETAIL.
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Kevin Russell</td>
<td>John Kevin Russell</td>
<td>1738 Chicago Ave #803</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Marcia C. Kuhr</td>
<td>Maricia C. Kuhr</td>
<td>1738 Chicago Ave #803</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Linda Otto</td>
<td>Linda M. Otto</td>
<td>1738 Chicago Ave #801</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Shuxuan Xiao</td>
<td>Shuxuan Xiao</td>
<td>1738 Chicago Ave #804</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>XingHai Xu</td>
<td>XingHai Xu</td>
<td>1738 Chicago Ave #804</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>MAURIE W. Hinkvick</td>
<td>MAURIE W. Hinkvick</td>
<td>1738 Chicago Ave #103</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Lisa Foltz Schuster</td>
<td>Lisa Foltz Schuster</td>
<td>1738 Chicago Ave #107</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>ECHAPRO Gordon</td>
<td>ECHAPRO Gordon</td>
<td>1738 Chicago Ave #103</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Betty Clarke</td>
<td>Betty Clarke</td>
<td>1738 Chicago Ave #101</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Emily Hendon</td>
<td>Emily Hendon</td>
<td>1738 Chicago Ave #104</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Verina Sedlace</td>
<td>Verina Sedlace</td>
<td>1738 Chicago Ave #102</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>MELISSA BIEBERG</td>
<td>MELISSA BIEBERG</td>
<td>1738 Chicago Ave #106</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>JIN BOURNIS</td>
<td>JIN BOURNIS</td>
<td>1738 Chicago Ave #106</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>AMAZAM ILAHI</td>
<td>AMAZAM ILAHI</td>
<td>1738 Chicago Ave #103</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Susan Cofield</td>
<td>Susan Cofield</td>
<td>1738 Chicago Ave #100</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS
COUNTY OF COOK

Circulator's Affidavit

I, **Marcia C. Kuhr**, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

**Marcia C. Kuhr** (Circulator's Signature)

Signed and sworn to (or affirmed) by **Marcia C. Kuhr** before me, on **Jan - 8, 2019** (Circulator's Name) (Date)

( SEAL)

**Maria Ortiz** (Notary Public's Signature)

[Official Seal]

MARIA ORTIZ
Notary Public - State of Illinois
My Commission Expires 7/14/2020

RECEIVED

1-9-19
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Curtis</td>
<td></td>
<td>1738 Chicago Ave A202</td>
<td>Evanston, Cook</td>
</tr>
<tr>
<td>2. Harut Noah</td>
<td></td>
<td>1739 Chicago Ave 705</td>
<td>Evanston, Cook</td>
</tr>
<tr>
<td>3. Marta</td>
<td></td>
<td>1738 Chicago Ave 4405</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>4. Rustam Alek</td>
<td></td>
<td>1738 Chicago Ave 401</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>5. Beverly Burk</td>
<td></td>
<td>1738 Chicago Ave 201</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>6. Evan Plank</td>
<td></td>
<td>1738 Chicago Ac 504</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>7. Greg</td>
<td></td>
<td>1738 Chicago Ac 505</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>8. Stanley</td>
<td></td>
<td>1738 Chicago Apt 603</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>9. Elizabeth Mitchell</td>
<td></td>
<td>1738 Chicago Apt 601</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>10. Josh</td>
<td></td>
<td>1738 Chicago Apt 302</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>11. Joon Ku Lim</td>
<td></td>
<td>1738 Chicago Ave 11301</td>
<td>Evanston, IL Cook</td>
</tr>
<tr>
<td>12. Fernando Guererro</td>
<td></td>
<td>1738 Chicago Hr #905</td>
<td>Evanston, IL Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS  )
COUNTY OF COOK  ) SS.

Circulator’s Affidavit

I, MARCIA C. KUPR, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

(MARCIA C. KUPR) (Circulator’s Signature)

Signed and sworn to (or affirmed) by MARCIA C. KUPR before me, on JAN 8 2019 (Circulators Name) (Date)

(SETAL)

OFFICIAL SEAL
MARIA ORTIZ
Notary Public - State of Illinois
My Commission Expires 7/14/2020

RECEIVED

BY: 1-9-19
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, I, Barry Entin, do state:

I am the owner of property located at 1738 Chicago Ave, Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois; and,

I sign this Affidavit and Petition in opposition to the Plan commission map amendment of 1714 Chicago Avenue, Evanston, Illinois from R-6 (Residential) to D-3 (Downtown Core Development District).

Subscribed and affirmed:

__________________________
(Property Owner’s Signature)

Signed and sworn to (or affirmed) by Barry M. Entin before me,

on 12/28/15

(SEAL)

__________________________
(Notary Public’s Signature)

RECEIVED

By: _______________________
Date: 1-9-14
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Lionberg</td>
<td>John Lionberg</td>
<td>1730 N. Hoyne, 2B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Michael Berman</td>
<td>Michael Berman</td>
<td>1730 N. Hoyne, 2A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Sarah Berman</td>
<td>Sarah Berman</td>
<td>1730 E. Chicago, 2B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Alice Sachs</td>
<td>Alice Sachs</td>
<td>1730 N. Hoyne, 3D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Jon Koontz</td>
<td>Jon Koontz</td>
<td>1730 N. Hoyne, 4A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Ann Langan</td>
<td>Ann Langan</td>
<td>1730 N. Hoyne, 3E</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Janet Nesbitt</td>
<td>Janet Nesbitt</td>
<td>1730 E. Chicago, 4F</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Stephen H. Colson</td>
<td>Stephen H. Colson</td>
<td>1730 E. Chicago, 4D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Catherine Beaudoin</td>
<td>Catherine Beaudoin</td>
<td>1730 N. Hoyne, 4B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Frances Rose</td>
<td>Frances Rose</td>
<td>1730 N. Hoyne, 3E</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Carol Parz</td>
<td>Carol Parz</td>
<td>1730 N. Hoyne Ave, 2D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Patrick Aaron</td>
<td>Patrick Aaron</td>
<td>1730 N. Hoyne Ave, 3G</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>E. J. Rodgers</td>
<td>E. J. Rodgers</td>
<td>1730 N. Hoyne Ave, 4E</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Kathleen Fink</td>
<td>Kathleen Fink</td>
<td>1730 N. Hoyne Ave, 3B</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS
COUNTY OF COOK

Circulator's Affidavit

I, John B. Safford, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

John B. Safford (Circulator's Signature)

Signed and sworn to (or affirmed) by John B. Safford before me, on Jan 9, 2019 (Circulators Name) (Date)

(SEAL)

Pauline Jado (Notary Public’s Signature)

PAULINE JADO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 27, 2020

RECEIVED
BY: [Signature]
DATE: 1-9-19
PETITION IN OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois. Pursuant to Subsections 6-3-4-6(E) and 6-3-4-7 of the Evanston Municipal Code, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment from R-6 (Residential) to D-3 (Downtown Core Development).

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marilyn Crow</td>
<td>Marilyn Crow</td>
<td>1730 Hinman, 3A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Clare Griffler</td>
<td>Clare Griffler</td>
<td>1730 Hinman, 2E</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Jason Wilson</td>
<td>Jason Wilson</td>
<td>1730 Hinman, 4G</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Vanessa Eiger</td>
<td>Vanessa Eiger</td>
<td>17-30 Hinman, 4G</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Helen Lang</td>
<td>Helen Lang</td>
<td>17-30 Hinman, 4G</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>6 Brewster</td>
<td>6 Brewster</td>
<td>17-30 Hinman, 4G</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS )
COUNTY OF COOK ) SS.

Circulator's Affidavit

I, [Signature], attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

[Signature] (Circulator's Signature)

Signed and sworn to (or affirmed) by [Signature], before me, on Jan 9, 2019 (Circulators Name) (Date)

(SEAL)

[Signature] (Notary Public's Signature)

PAULINE JADO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 27, 2020

RECEIVED

[Signature] 1-9-19
PETITION FOR OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent thirty percent (30%) of the owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment.

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anne Ford</td>
<td>Anne Ford</td>
<td>522 Church #7A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>Munir Lévinson</td>
<td>Munir Lévinson</td>
<td>522 Church #4D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #2A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #4B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #7C</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #14</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #3D</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #5A</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #4B</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #2C</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #14</td>
<td>Evanston, IL, Cook</td>
</tr>
<tr>
<td>勃尔伍尔德</td>
<td>勃尔伍尔德</td>
<td>522 Church #7D</td>
<td>Evanston, IL, Cook</td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS

COUNTY OF COOK

Circulator's Affidavit

I, JANET STEELE, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

(Signature)

Signed and sworn to (or affirmed) by JANET STEELE before me, on 01/08/2019

(SEAL)

MARIA KALO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 10, 2021

RECEIVED

BY: 1-9-19

72 of 144
PETITION FOR OPPOSITION TO ZONING AMENDMENT

We, the undersigned, represent thirty percent (30%) of the owners of property whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and, by this Petition, which we sign and acknowledge below, we collectively oppose the Plan Commission map amendment.

Signed and acknowledged:

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Signature</th>
<th>Property Address</th>
<th>City, State, County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melanie C.</td>
<td>[Signature]</td>
<td>1702 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td>President</td>
<td>[Signature]</td>
<td>1710 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td>President</td>
<td>[Signature]</td>
<td>1745 Orrington Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td>WALTER L. POLSKY</td>
<td>[Signature]</td>
<td>1714 Orrington Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
<td>1718-1720 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
<td>1001-1006 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
<td>1001-1006 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
<td>1001-1006 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
<td>1001-1006 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
<td>1001-1006 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Signature]</td>
<td>1001-1006 Chicago Ave, Evanston, IL, Cook</td>
<td></td>
</tr>
</tbody>
</table>

STATE OF ILLINOIS 
COUNTY OF COOK 

Circulator's Affidavit

I, JANET STEIDL, attest that the signatures on this sheet were signed in my presence are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing the petition owners of property within 500 feet of the property located at 1714-1720 Chicago Avenue, Evanston, IL 60201.

[Signature]
(Circulator's Signature)

Signed and sworn to (or affirmed) by JANET STEIDL before me, on 01/08/2019

(SEAL)
(Notary Public's Signature)

RECEIVED

[Notary Public's Signature]

MAJDA KALO
Official Seal
Notary Public, State of Illinois
My Commission Expires Jul 10, 2021
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Sarah F. Ward
I/We _______ am/are the owner(s) of property located at 1724 Chicago Ave.,
Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be
amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and
commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and I/We, oppose the Plan Commission map
amendment.

Subscribed and affirmed:

Sarah Ward (Property Owner's Signature)

Signed and sworn to (or affirmed) by Sarah Ward before me, on
January 8, 2019

(SEAL)

Wanda Whitlock (Notary Public's Signature)

RECEIVED

By: _____________________________

Date: ___________
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Sarah T. Ward

I/We _above_ am/are the owner(s) of property located at 1729-1730 Chicago Ave., Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and I/We, oppose the Plan Commission map amendment.

Subscribed and affirmed:

Sarah T. Ward (Property Owner’s Signature)

Signed and sworn to (or affirmed) by Sarah Ward before me, on

January 8, 2019

(SEAL)

Wanda W. Schake (Notary Public’s Signature)

RECEIVED

BY:

DATE: 1-4-19
AFFIDAVIT and PETITION IN OPPOSITION TO ZONING AMENDMENT

Sarah F. Ward

I/We am/are the owner(s) of property located at 1732 Chicago Ave, Evanston, Illinois, whose lot lines are located within five hundred (500) feet of the boundary of the area to be amended, inclusive of public rights of way, pursuant to Subsection 6-3-4-6(E) of the Evanston Municipal Code and commonly known as 1714-1720 Chicago Avenue, Evanston, Illinois, and I/We, oppose the Plan Commission map amendment.

Subscribed and affirmed:

(Signature)

Signed and sworn to (or affirmed) by __________________________ before me, on

January 8, 2019

(SEAL)

(Notary Public's Signature)

RECEIVED

DATE: 1-9-19
110-R-18

A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-1720 Chicago Avenue to Chicago Avenue Partners, LLC

WHEREAS, the City of Evanston owns certain real property located at 1714-1720 Chicago Avenue, which is a surface parking lot (the “Property”); and

WHEREAS, on September 25, 2017, the City Council adopted Ordinance 52-O-17 approving the real estate sale agreement with Chicago Avenue Partners, LLC and the parties executed the contract on October 26, 2017; and

WHEREAS, Section 6(b) of the Agreement provides for Purchaser to have a period to seek municipal and other approvals for the development of the Subject Property (called the “Approval Period”), and during the pendency of the Approval Period Purchaser has the right in its discretion to terminate the Agreement.

WHEREAS, on July 24, 2018, the Parties entered into an amendment to extend the approval period contained in the agreement from May 24, 2018 to December 12, 2018. Purchaser is still in the process of seeking approvals for the development of the Subject Property but needs additional time to seek such approvals before it will commit to waiving its right to terminate the Agreement; and

WHEREAS, in consideration of the City granting an additional 6-month extension, the $50,000 deposit provided for Section 4(a) is refundable; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to extend the approval period provided in the real estate sale
agreement by and between the City, as Seller, and Chicago Avenue Partners, LLC, as Buyer,

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

SECTION 1: The City Manager is hereby authorized and directed to execute the Amendment to Purchase and Sale Agreement ("Amendment") with Chicago Avenue Partners, LLC, attached hereto and incorporated by reference as Exhibit "1".

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

SECTION 3: This Resolution 110-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

[Signature]
Stephen H. Hagerty, Mayor

Attest: [Signature]
Devon Reid, City Clerk

Approved as to form:
[Signature]
Michelle L. Masoncup, Corporation Counsel

Adopted: December 10, 2018
EXHIBIT 1

REAL ESTATE AGREEMENT
AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") made and entered into as of the 21st day of May, 2017 (the "Execution Date"). by and between the City of Evanston ("Seller") and Chicago Avenue Partners LLC, a Delaware limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain real property located in Cook County, Illinois, being more particularly described on Exhibit A attached hereto and being located at 1714 – 1720 Chicago Avenue, Evanston, Illinois (the "Property");

WHEREAS, Purchaser desires to purchase the "Subject Property" (as hereinafter defined) and Seller desires to sell the Subject Property to Purchaser for the price and pursuant to the terms, conditions and upon the representations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the purchase price noted below and other good and valuable consideration, the receipt whereof is hereby acknowledged by each party hereto from the other party hereto, and a hereinafter receipted deposit and in consideration of mutual covenants and conditions and promises herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Sale. Subject to and upon the terms and conditions hereof, Seller shall sell, transfer, assign and convey to Purchaser at the "Closing", as hereinafter defined: (i) fee simple title to the Property, together with all easements, rights-of-way and other appurtenances, inuring to the benefit of the Property and all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue, open or proposed, in front of or adjoining the Land to the centerline thereof, and all right, title and interest of Seller in and to any awards made or to be made in lieu thereof, and in and to any unpaid awards for damage to the Property by reason of change of grade of any street; (ii) any and all improvements and fixtures located upon or under the Property ("Improvements"); and (iii) If any, all licenses, franchises, certificates of occupancy and other permits, rights and approvals relating to the Property, including, without limitation, relating to development, construction, operation and maintenance of the Property or the building(s), if any, located upon the Property, and all permits, licenses, studies, plans, reports and surveys, owned by Seller may have, pertaining to the Property (collectively “Intangibles”); and Purchaser shall accept such conveyance, subject to the conditions hereof and upon the representations and warranties herein made. The Property, the Improvements and Intangibles are hereinafter collectively referred to as the "Subject Property". Further, on or prior to a date which is three (3) days following the Execution Date, Seller covenants and agrees to deliver to Purchaser true and correct copies of the documents and agreements that constitute, establish or evidence the Intangibles. In addition, from and after the date hereof, Seller shall deliver such
other documentation in Seller's possession or control which may be reasonably requested by Purchaser (the "Documents") and "Seller's Title Evidence" (as hereinafter defined). Seller will produce copies of the following due diligence documents:

(a) Copies of income and expense statements, year-end financial and monthly and annual operating statements of the Property for the current year and the three (3) years immediately preceding the date of the Agreement.

(b) Copies of all engineering and architectural plans and specifications, drawings, studies and surveys relating to the Property, in Seller's possession or control, and copies of all records pertaining to the repair, replacement and maintenance of the mechanical systems at the Property, the roof and the structural components of the Property.

(c) Copies of Seller's most recent owner's title policy issued in connection with the Property and the most recent survey of the Property.

3. **Purchase Price.** In consideration of the Purchaser reducing the number of stories for the building from 14 to 11 stories, the City agrees to reduce the Purchase Price from $5,000,000 to $4,000,000. Purchaser must pay to Seller Four Million Dollars ($4,000,000.00) for the Subject Property (the "Purchase Price"). If the Site Plan Approval process yields a reduction in the building stories from the original proposal of an 11-story development, the purchase price may be revisited by the parties. In the event the parties cannot reach an agreement on a reduction in purchase price, then upon written notice to the other party, either party elect to terminate this Agreement.

4. **Payment of Purchase Price; Deposit; Due Diligence Period.** The Purchase Price shall be paid as follows:

(a) Within three (3) business days following the Execution Date, Purchaser will deliver to Chicago Title and Trust Company, 10 South LaSalle St. Suite 3100, Chicago, IL 60603 ("Escrow Agent") the sum of Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit"), which amount shall be held by the Escrow Agent, at the expense of Purchaser, pursuant to the terms and provisions of Exhibit B, and which shall be credited toward the Purchase Price at Closing or otherwise disbursed in accordance with this Agreement. Subject to the terms and conditions of this Agreement, the Deposit shall become non-refundable following the expiration of the Due Diligence Period (as defined below), except in the event of Seller's default under this Agreement or if this Agreement was terminated by Purchaser in accordance with the terms of this Agreement (or as otherwise set forth herein).

(b) The "Due Diligence Period" shall mean the period commencing on the Execution Date and ending on the date which is 60 days thereafter.

(c) The balance of the Purchase Price shall be payable at the Closing (as hereinafter defined), plus or minus prorations as hereinafter set forth, by wire transfer.

5. **Title.** Within five (5) days following the Execution Date hereof, Seller shall deliver to Purchaser a copy of any existing title insurance policy (if any) and survey for the
Subject Property ("Seller's Title Evidence"). In furtherance of the foregoing, and not as a limitation thereof, the state of Seller's title and the "Survey" (as hereinafter defined) and the state of title reflected thereby shall be such that Chicago Title Insurance Company ("Title Company") will issue a commitment ("Commitment") for the issuance of a 2006 ALTA Owner's Title Insurance Policy (i.e., with extended coverage over pre-printed exceptions) without exception other than the "Permitted Exceptions" (as hereinafter defined) for the amount of the Purchase Price (and the amount of Purchaser's contemplated improvements with a "pending improvements" clause). Seller will order the Commitment within five (5) business days of the Execution Date, and will provide a copy of same to Purchaser upon receipt. If Purchaser shall have any objection(s) with respect to the status of title to the Subject Property as reflected in the Commitment and/or the Survey, Purchaser shall notify Seller of such objections ("Title Notice") on or before thirty (30) days following Purchaser's receipt of the Commitment and Survey ("Title Review Period"). Purchaser shall have until the end of the Title Review Period to obtain a new survey of the Subject Property or an update of Seller's existing survey (if any) ("Survey"). Seller shall have the right, but not the obligation, to satisfy any objection stated in the Title Notice (except as expressly set forth in this Paragraph 5). Seller shall have thirty (30) days in which to satisfy any title objection; provided, however, Seller is not obligated to satisfy any title objection unless Seller so agrees in writing or as may be expressly required under this Paragraph 5. If, after the expiration of said thirty (30)-day period, Seller has not cured the defect(s) of which Purchaser gave notice, then Purchaser shall have the right, but not the obligation, until the end of the Due Diligence Period to attempt to cure such defect(s) in title. If, prior to the end of the Due Diligence Period, the title defect or defects cannot be corrected, then Purchaser shall have the right, but not the obligation to terminate this Agreement and upon termination Purchaser's Deposit shall be returned to Purchaser, and neither party shall have any claim against the other except as herein expressly stated. As set forth herein, "Permitted Exceptions" shall mean: (i) those matters shown on the Commitment as of the end of the Due Diligence Period and not objected to by Purchaser in writing; (ii) customary public utility easements shown on the Commitment; and (iii) taxes not yet due and payable. Notwithstanding anything herein to the contrary, in no event shall the term "Permitted Exceptions" be deemed to include any monetary liens, claims of liens or security interests, and any other liens arising after the date of the Commitment caused or permitted by Seller, and Seller shall remove the same at or prior to Closing.

Seller covenants to execute such reasonable affidavits and undertakings reasonably required by the Title Company to delete: (i) the Schedule B, Section 1 requirements in the Commitment (except liens which may arise out of mechanic liens with whom Purchaser has contracted); (ii) the standard printed exceptions in the Commitment which are customarily removable by such affidavits; and (iii) the gap exception.

6. Conditions Precedent; Approval Period. Unless waived in whole or in part in writing by the other party, this Agreement and the obligations of the parties to close the transaction hereunder are subject to and contingent upon each and all of the following (hereinafter sometimes collectively referred to as the "Conditions Precedent" and singularly as a "Condition Precedent"): 

(a) Due Diligence Period Termination Right. Purchaser, in its sole and absolute discretion, exercisable for any reason or for no reason, shall have the right, on or prior to
the expiration of the Due Diligence Period, to terminate this Agreement upon written notice to Seller, whereupon this Agreement shall promptly be deemed terminated and of no further force and effect, the Deposit, and any interest accrued thereon, shall be returned to Purchaser and upon such return Purchaser and Seller shall have no further obligations to each other, except as expressly set forth in this Agreement.

(b) **Approval Period.** Purchaser shall have the period (i) commencing on the date of expiration of the Due Diligence Period, and (ii) expiring at 5:00 p.m. Central Time on the date which is 150 days thereafter (such period, the "Approval Period"), to undertake and obtain its municipal approvals for zoning entitlements, site plan, and building permits, all necessary to development property in Evanston per City Code (collectively, "Site Plan Approval") for the development of the Subject Property. If Purchaser cannot obtain Site Plan Approval within the Approval Period, then both parties can terminate this Agreement, whereupon this Agreement shall be deemed terminated and of no further force and effect, the Deposit, and any interest accrued thereon, shall promptly be returned to Purchaser and upon such return to Purchaser and Seller shall have no further obligations to each other, except as expressly set forth in this Agreement.

(c) **Performance of Other Party; No Pending Litigation.**

(i) As a condition benefiting Seller only, at the Execution Date and at Closing, all representations and warranties of Purchaser hereunder shall be true and correct in all material respects, and all obligations of Purchaser hereunder shall have been performed in all material respects.

(ii) As a condition benefiting Purchaser only, at the Execution Date and at Closing, all representations and warranties of Seller hereunder shall be true and correct in all material respects, and all obligations of Seller hereunder shall have been performed in all material respects. In addition, as a condition benefiting Purchaser only, there shall be no pending or threatened litigation involving the Subject Property or Purchaser’s contemplated development thereon.

(d) **No Material Adverse Change.** As a condition benefiting Purchaser only, except as permitted in this Agreement, there shall have been no adverse change to the title to the Subject Property from the effective date of the Commitment, excluding any mortgage or liens of Seller which shall satisfy at Closing, and at Closing the Title Company shall be prepared and unconditionally committed to issue to Purchaser its owner’s policy of title insurance in the amount of the Purchase Price, insuring fee title to the Property in Purchaser subject only to the Permitted Exceptions and with “extended coverage” and such other endorsements that Purchaser reasonably requires (“Title Policy”).

(e) **Zoning.** As a condition benefiting both parties, Purchaser shall have obtain Site Plan Approval with the following (i) Site Plan Approval with 75 parking spaces to replace the existing surface parking spaces for public use plus the minimum required parking spaces for the zoning entitlement required under Title 6 of the City Code; and (ii) zoning for the Subject Property shall allow for the future use of the building as offices and associated uses for the operation of office space. The 75 parking space in the new development will be provided at
no cost to the City, meaning no discount in the purchase price. Purchaser must provide a public parking easement to the City to be recorded against the property.

Purchaser and Seller both have the right to terminate this Agreement in the event of the failure of any Condition Precedent at or before Closing. Should this Agreement be terminated by Purchaser due to the failure of any Condition Precedent, the Deposit shall be forthwith returned to Purchaser by the holder thereof and all parties hereto shall be released and relieved from any and all further obligations hereunder or arising herefrom except as herein provided. If this Agreement is terminated by the Seller due to the failure of Condition Precedent (c)(i) or a failure to close by Purchaser in accordance with terms of this Agreement, then, provided Seller is not then in default of this Agreement, the Deposit shall be paid over to Seller and all parties hereto shall be released and relieved from any and all further obligations hereunder or arising herefrom except as herein provided.

7. Representations, Warranties and Covenants of Seller. As a material inducement to Purchaser to execute this Agreement and to close the transaction contemplated hereby and to pay the Purchase Price therefore, Seller warrants and represents to Purchaser that as of the date hereof and as of the Closing:

(a) Seller has the legal capacity to execute and deliver this Agreement and to execute and deliver all other documents and perform all other acts as may be necessary in connection with the performance of this Agreement and the consummation of the sale of the Property.

(b) Neither the execution and the delivery of this Agreement, the assumption of the obligations set forth in this Agreement, the consummation of the transactions contemplated in this Agreement, the performance of the covenants and agreements set forth in this Agreement nor the compliance with the terms and provisions of this Agreement will conflict with, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, loan or other agreement or instrument to which the Seller is a party, or by which the Seller or its property may be bound.

(c) No approval or consent not already obtained by any person or entity is necessary in connection with the execution and delivery of this Agreement by the Seller or the performance of the Seller's covenants and agreements under this Agreement. The Seller agrees to work in good faith to facilitate Purchaser's due diligence inspections and to assist and support Purchaser's efforts to obtain the Site Plan Approval in a timely manner. Without limitation, upon request from Purchaser, Seller shall execute such applications and other necessary documents and provide such information that may be required or reasonably requested to obtain the Site Plan Approval (including submittals to the City of Evanston and other applicable governmental agencies), provided that Seller shall not be required to incur any liability as a consequence of such applications and submittals (unless Purchaser agrees to reimburse or indemnify Seller for the same). Further, upon request from Purchaser, Seller or its designated representatives shall attend public hearings and meetings with City of Evanston staff personnel.
(d) Seller is not aware of any judicial, administrative or similar proceeding affecting the Subject Property or Seller's ability to perform its obligations under this Agreement.

(e) Seller has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Seller filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.

(f) Seller has good, marketable and insurable title to the Subject Property in fee simple and subject to no liens or encumbrances whatever other than (i) the Permitted Exceptions and (ii) monetary liens that will be satisfied and released by Seller at or prior to Closing.

(g) As of the Closing contemplated hereby, there shall be no unpaid bills for labor performed or materials supplied incident to the Subject Property, any of which will be paid off at Closing. A no-lien affidavit stating same will be delivered by Seller to Purchaser at Closing.

(h) To Seller's knowledge, there are no pending or contemplated condemnation or eminent domain proceedings which would affect any portion of the Subject Property.

(i) Seller is not a party to and the Subject Property is not affected by any lease or other occupancy agreement, or any service, maintenance or property management agreements or any contracts or other agreements of any kind with respect to the Subject Property which is not reflected in the Permitted Exceptions; and Seller will not, without the prior written consent of Purchaser, enter into or amend any agreement, contract or lease which will be effective following the Closing.

(j) To Seller's knowledge there is no pending or threatened litigation involving the Subject Property.

(k) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, so as to require the withholding of any portion of the Purchase Price for Federal income tax purposes, and Seller agrees to execute, at Closing, an affidavit evidencing same.

(l) The Subject Property is not the subject of a right of first refusal or option to purchase in any third party.

(m) The parties executing this Agreement are duly authorized to bind Seller without the further authorization of any person or entity.
(n) Seller shall, until Closing, maintain the Subject Property in its existing
condition and carry such reasonable and customary liability insurance.

(o) Seller has not received written notice of the violation (actual or asserted)
of any law, statute, code, ordinance, rule, regulation, court order or other legal requirement
(collectively, "Laws") applicable to the Property, including (without limitation), any Laws
pertaining to hazardous or toxic materials or conditions and any Laws pertaining to human health
or welfare or the protection of the environment. To Seller's knowledge, no party has released,
generated, produced, stored, treated, processed, transferred or disposed of any hazardous or toxic
materials on the Subject Property.

(p) Seller has delivered to Purchaser all of the Documents in Seller's
possession or control and all such Documents are, to Seller's knowledge, true, correct and
complete in all material respects.

(q) The representations and warranties of the Seller set forth in this
Paragraph 7 shall be made as of the date hereof and shall be true and correct as of the Closing
Date with the same force and effect as if made at that time and will survive Closing for 6 months.

8. **Representations and Covenants of Purchaser.** The Purchaser hereby represents
and warrants as to the Seller and covenants and agrees with Seller as follows:

(a) Purchaser is a limited liability company duly organized and existing under
the laws of the State of Illinois, with the legal capacity to execute and deliver this Agreement and
to execute and deliver all other documents and perform all other acts as may be necessary in
connection with the performance of this Agreement and the consummation of the purchase of the
Property.

(b) Neither the execution and the delivery of this Agreement, the assumption
of the obligations set forth in this Agreement, the consummation of the transactions
contemplated in this Agreement, the performance of the covenants and agreements set forth in
this Agreement nor the compliance with the terms and provisions of this Agreement will conflict
with, or result in a breach of any of the terms, conditions or provisions of, or constitute a default
under any bond, note or other evidence of indebtedness or any contract, indenture, mortgage,
deed of trust, loan agreement, loan or other agreement or instrument to which the Purchaser is a
party, or by which the Purchaser or its property may be bound.

(c) No approval or consent not already obtained by any person or entity is
necessary in connection with the execution and delivery of this Agreement by the Purchaser or
the performance of the Purchaser's covenants and agreements under this Agreement. Without
limiting Purchaser's rights under Paragraph 6, Purchaser agrees to work in good faith during the
Due Diligence Period and Approval Period and attempt to obtain the Site Plan Approval in a
timely manner.

(d) The Purchaser is not aware of any judicial, administrative or similar
proceeding which could materially and adversely affect the Purchaser's ability to perform its
obligations under this Agreement.
(e) **Purchaser will record a covenant in the form of a deed restriction that will ensure that the Subject Property and future building remains subject to and pays property taxes. If a tax exempt entity subsequently purchases the Subject Property or the building, or a portion thereof, the future entity will pay the equivalent of property taxes owed to the taxing districts.**

(f) **Purchaser has not made an assignment for the benefit of creditors of all or substantially all of its assets, is able to pay all or substantially all of its debts as they become due, has not been adjudicated as bankrupt or insolvent, nor has Purchaser filed a petition or application to any tribunal for the appointment of a trustee or receiver or any substantial part of its assets, or upon the commencement of any voluntary or involuntary bankruptcy (and, in respect of an involuntary bankruptcy, has not been discharged within sixty (60) days), reorganization or similar proceedings with such other party, or the entry of an order appointing a trustee or receiver or approving a petition in any such proceeding.**

(g) **Except as set forth in this Agreement, Purchaser acknowledges and agrees that the Purchaser is relying solely upon its own inspections, investigations, analysis and independent assessment of the Property in determining whether to acquire the Property. The Purchaser also hereby agrees that the Seller sells the Property, and the Purchaser purchases and accepts the Property, in AS IS – WHEREIS CONDITION, WITH ALL FAULTS, without any warranties, representations, guarantees, statements, agreements, studies, reports, descriptions, guidelines or other information or materials whether oral or written, expressed or implied, of any kind or nature from the Seller, except as expressly set forth in this Agreement, and Seller has no responsibility to make any improvements to the Property. The Purchaser assumes all risks of the Property including, without limitation, the physical condition of the Property, compliance of the Property with any federal, state or local laws, statutes, ordinances, regulations, rulings, etc., or the suitability of the Property for any existing or future uses, subject to the terms of this Agreement.**

(h) **In the event Purchaser closes in accordance with this Agreement, shall be deemed to acknowledge, understand and agrees as follows: (i) the Purchaser is aware of the physical and geological condition of, and the status of title to, the Property and the Purchaser acknowledges that the Seller and the Seller's representatives have made no representations or warranties, regarding the physical and geological condition of, and status of title to, the Property or the suitability of the Property for the Purchaser's proposed use, except as expressly set forth in this Agreement; (ii) the Purchaser is satisfied with the soils and the soil compaction of the Property; (iii) the Purchaser has evaluated the environmental condition of the Property, has conducted all environmental tests and assessments of the Property which the Purchaser believes are necessary, and is satisfied with the environmental condition of the Property; and (iv) the Purchaser has examined the zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property and the Purchaser assumes all risks relating to such zoning ordinance, building code and other laws, codes, statutes, regulations, covenants and restrictions relating to the Property.**

(i) **Subject to the terms of this Agreement, in the event Purchaser closes in accordance with this Agreement, the Purchaser hereby releases the Seller and Seller's representatives from all responsibility and liability regarding the condition (including, without limitation, the presence at or near the Premises of materials or substances that have been or may**
be in the future determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, whether or not considered to be one of the Hazardous Materials), valuation, marketability, compliance with laws, or utility of the Property, or its suitability for any purpose whatsoever, except that the foregoing shall not limit Purchaser’s remedies in the event of a breach of Seller’s express representations or warranties hereunder.

(j) The representations and warranties of the Purchaser set forth in this Paragraph 8 shall be made as of the date hereof and shall be true and correct as of the Closing Date with the same force and effect as if made at that time.

9. **Inspections: NFR Letter.** Seller hereby grants to Purchaser and Purchaser’s agents, employees, servants and contractors the right to go upon the Subject Property during the term of this Agreement and make such tests and investigations and do such things, including, but not limited to, surveying of the Subject Property as Purchaser shall deem necessary or appropriate, including, but not limited to, tests and investigations that may be necessary for Purchaser to determine that Purchaser can utilize the Subject Property for its contemplated use. All of Purchaser’s costs and expenses incurred in connection with its due diligence at the Property, including without limitation, all inspection and testing, and obtaining and reviewing reports, appraisals, materials and documents are the sole and absolute responsibility of Purchaser and such obligations to pay these costs and expenses shall not be a credit against the Purchaser’s obligation to pay the Purchase Price at Closing. Neither Purchaser, nor any of its agents or representatives, shall damage the Property or any portion thereof unless the same shall promptly be repaired by Purchaser at Purchaser’s sole cost and expense. Purchaser shall indemnify and hold Seller harmless for damage to persons or property from any claims, demands, actions, lawsuits, damages, construction liens against the Subject Property and costs, including reasonable attorneys’ fees, arising out of any act or omission of Purchaser, or its agents and/or representatives, in connection with Purchaser’s due-diligence review, investigations, tests and surveys; provided, however, that Purchaser shall not be liable for the mere discovery of any pre-existing condition at the Subject Property. The foregoing indemnity shall survive the termination or cancellation of this Agreement and shall survive Closing.

10. **Conveyance.** The conveyance of the Subject Property by Seller to Purchaser shall be by special warrant deed in a form sufficient to vest title in Purchaser pursuant to Paragraph 5. Seller and Purchaser acknowledge that time shall be of the essence as to all acts of Purchaser and Seller hereunder. Seller agrees to execute and deliver to Purchaser, at Closing an assignment of the Intangibles and, if applicable, a bill of sale in customary form conveying any personalty associated with the Subject Property. Seller shall also deliver to Purchaser at Closing (i) a Foreign Investment in Real Property Tax Act affidavit executed by Seller, (ii) evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy, and (iii) such other documents as may be reasonably necessary or required by the Title Company to effectuate the transaction contemplated herein. Seller and Purchaser shall each deposit with Escrow Agent an executed closing statement consistent with this Agreement in the form required by Escrow Agent.
11. **Closing**

(a) Unless extended by any other provisions of this Agreement, the "Closing" of the transaction contemplated by this Agreement (execution and delivery of the special warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) shall take place upon the date selected by Purchaser by notice to Seller at least five (5) business days in advance of such date, but in any event on or before [sixty (60) days] after the expiration of the Approval Period.

(b) Seller agrees to execute at Closing an undertaking required by the Title Company to delete the "gap" exception.

12. **Expenses.** The parties agree that the following shall be the schedule of obligations with respect to the Closing expenses hereunder, to wit:

(a) Seller shall pay for:

   (i) any state, county and municipal documentary stamp taxes (or other transfer taxes) and surtaxes, if any, on the special warranty deed; and

   (ii) the premium for the Title Policy providing coverage equal to the Purchase Price (including extended coverage but not any other endorsements), and the cost of correcting any title defects;

   (iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;

   (iv) all prorations to and including the Closing Date for real estate taxes, special assessments or fees, water bills, utility charges or other similar expenses.

(b) Purchaser shall pay for:

   (i) the cost of its due diligence, including any survey;

   (ii) the recording of the special warranty deed and any other conveyance documents, or mortgage, deed of trust, assignments of rents, financing statements or similar documents evidencing or securing the obligations of the Purchaser under a mortgage loan or other loan secured by the Property;

   (iii) one-half (1/2) of the escrow fees of the Title Company as escrow agent and for the escrow closing;
(iv) the premium on the Title Policy for coverage in excess of the Purchase Price and costs for any endorsements thereto (other than extended coverage); and

(v) all of the costs of the premium and related costs charged by the Title Company for the issuance of any mortgage title insurance policy and any endorsements thereto.

(c) All governmental and quasi-governmental improvement liens which have been certified as of the Execution Date shall be paid by Seller and, if not certified, Purchaser shall receive a credit, at Closing, in an amount equal to 150% of the latest estimate therefor by the applicable governmental agency, provided that, upon request by either party hereto, the parties hereto shall, upon the actual amount of such lien being established, make whatever adjustments are necessary to reflect the actual amount of the lien notwithstanding the fact that the Closing of the transaction contemplated by this Agreement has occurred.

(d) Accrued and unpaid real property taxes and personal property taxes shall be prorated as of the date of Closing on an accrual basis based on the parties' respective periods of ownership, and Purchaser shall receive a credit for 110% of the estimated accrued and unpaid real property taxes and personal property taxes relating to Seller's period of ownership. If the Closing occurs on a date when the taxes for the year of Closing are not fixed, but the then-current year's assessment is available, taxes for such year will be prorated based upon such assessment. If such year's assessment is not available, taxes will be prorated based upon the then-prior year's tax. Except as otherwise specifically provided in this Agreement, all expenses and revenues of the Subject Property shall be prorated or credited as the case may be to the day of Closing. The provisions of this Paragraph shall survive the Closing. Any parking taxes owed to the City of Evanston will be paid prior to Closing by the Seller.

13. Possession. Possession of the Subject Property shall be delivered by Seller to Purchaser at Closing. Risk of loss to the Subject Property between the Execution Date and the date of the Closing shall be upon Seller. Notwithstanding the delivery of Possession at Closing, the parties agree that the City may continue to use the Subject Property as a surface parking lot until such time that the Purchaser provides 45 days' notice that it intends to break ground and commence construction, subject to Purchaser's right to conduct pre-construction tests on the Property, including but not limited to material testing of soils.

A. Parking License. Purchaser grants to Seller and its Permittees (hereafter defined) a revocable license to use the Subject Property as a surface parking lot (the "Licensed Area") for no fee. Purchaser acknowledges and agrees that Seller and its Permittees shall have the right to use the Licensed Area as provided herein and further right to enforce parking rights in the Licensed Area by the posting of signs and the towing of cars at the car owner's expense, if necessary. The improvements situated from time to time in the Licensed Area are hereinafter referred to as the "Licensed Improvements." This License allows the Property to remain an active use prior to construction as an integral part of the downtown area.

B. Removal of Fixtures on Property. Following notice of Purchaser's intention to break ground and commence construction, the City will remove the parking meters, solar panels, and
other parking lot related fixtures present on the property within 45 days. These fixtures are not included in the sale price.

14. **Condemnation.** In the event that any condemnation or eminent domain proceedings are threatened or instituted at any time prior to the Closing hereunder which results in or could result in the taking of any part or all of the Subject Property, Purchaser, by written notice given within thirty (30) days after notification thereof from Seller (and the Closing Date shall be extended accordingly to allow for such notice period, if necessary), shall have the option of: (i) canceling this Agreement, in which event the Deposit shall be forthwith returned by the holder thereof to Purchaser and upon such repayment, this Agreement shall be null, void and of no further force or effect and all parties hereto shall be released and relieved from any and all further liability or obligations hereunder, except those that survive termination of this Agreement; or (ii) Closing the transaction contemplated by this Agreement, in which event the Purchase Price shall not be abated; provided, however, that Seller shall assign (with any necessary third-party consents) any condemnation or eminent domain award and its right to receive same to Purchaser. Seller agrees not to enter into any settlement of any condemnation proceedings or eminent domain proceedings without the prior written consent of Purchaser, and Seller agrees to immediately notify Purchaser in the event any condemnation or eminent domain proceeding is threatened or instituted. Purchaser’s right to consent to any such settlement shall terminate on the date contemplated for Closing pursuant to this Agreement in the event Purchaser has not closed by such date.

15. **Anti-Terrorism and Anti-Money Laundering Compliance**

(a) **Compliance with Anti-Terrorism Laws.** Neither the Purchaser, the Seller, nor any person who owns a direct controlling interest in or otherwise controls the Purchaser or the Seller, or any assignee of the Purchaser, is (i) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of Treasury, and/or on any other similar list ("Other Lists" and collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, the "OFAC Laws and Regulations"); or (ii) a person (a "Designated Person") either (A) included within the term "designated national," as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders").

(b) **No Violation of Anti-Money Laundering Laws.** Neither: Purchaser, any assignee of the Purchaser, nor any holder of a direct interest in an assignee of the Purchaser (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (ii) has been assessed civil penalties under any Anti-Money Laundering Laws, or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. For purposes of this Paragraph 15, the term "Anti-Money Laundering Laws" means the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq. ("BSA"), and all applicable laws, regulations and governmental guidance on BSA.

16. **1031 Exchange.** The parties acknowledge that Seller, or its assignees, may structure the sale of this Property so as to qualify for like-kind exchange treatment pursuant to §1031 of the Internal Revenue Code or other provisions providing favorable tax treatment. Accordingly, prior to each Closing, Seller reserves the right to assign this Agreement to a qualified exchange intermediary or other third party to the extent necessary to facilitate the exchange and shall give written notice of such assignment identifying the assignee at or prior to each Closing. As an accommodation to Seller, Purchaser agrees to accept performance pursuant to this Agreement from Seller’s assignee to the extent of such permitted assignment and to perform pursuant to this Agreement for the benefit of Seller’s assignee, provided that Purchaser shall not be required to acquire replacement property for Seller or to incur any additional expense therefor and title to the Property shall be conveyed directly from Seller to Purchaser by the deed as required by this Agreement. Notwithstanding the foregoing, Seller shall remain primarily liable for the performance of the terms of this Agreement. If Purchaser desires to structure its acquisition of the Subject Property to qualify for like-kind exchange treatment pursuant to §1031 of the Internal Revenue Code or other provisions providing favorable tax treatment, Seller shall reasonably cooperate with Purchaser to effectuate the same.

17. **Closing Representations.** The obligations of Purchaser and Seller under this Agreement are subject to all of the representations and warranties of the other party contained in this Agreement having been true and correct in all material respects on the date hereof and on the date of Closing.

18. **Default.**

(a) If Purchaser shall default in the payment of the Purchase Price or otherwise default in any of the terms, covenants and conditions of this Agreement on the part of Purchaser to be performed in any material respect, or if any of the representations and warranties made by Purchaser herein shall be in any respect untrue in any material respect, Seller shall, as its sole and exclusive remedy, retain the Deposit as full and agreed upon liquidated damages in full settlement of any and all claims against Purchaser for damages or otherwise and Purchaser shall have no other or further liability hereunder other than any liability under any indemnification provisions in this Agreement. The parties acknowledge that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Purchaser's default because the exact amount of damages is incapable of ascertainment. Notwithstanding any provision of this Agreement to the contrary, Purchaser shall not be in default hereunder, unless Seller shall have provided written notice of the alleged default and a period of ten (10) days after receipt of notice to cure same.

(b) If on or before the Closing:

(i) Seller is unable to deliver good, marketable and insurable title to the Subject Property subject only to the Permitted Exceptions, it being acknowledged by Purchaser that Seller is not obligated to cure title
objections (other than as expressly set forth in Paragraph 5) as set forth in Paragraph 5; or

(ii) Seller shall have failed to comply with any other material term, provision, covenant, agreement or condition of this Agreement; or

(iii) any of the representations and warranties made by Seller herein shall be in any respect untrue in any material respect,

and if such failure, default or misrepresentation is not cured by Seller within ten (10) business days after notice thereof from Purchaser, then the Deposit shall immediately be returned to Purchaser, and Purchaser shall have the right:

(A) to cancel this Agreement by giving written notice to Seller whereupon this Agreement shall be deemed to be terminated, and Seller shall reimburse Purchaser for its actual out-of-pocket expenses incurred in connection with pursuing the transaction contemplated hereunder; or

(B) to take title subject to the defect, exception, objection, inaccuracy or failure; or

(C) to pursue an action for specific performance.

Without limiting Purchaser's rights contained in this Paragraph, in case of a Seller lien or Seller encumbrance on the Subject Property which can be removed at the time of Closing by payment of a liquidated amount, Seller covenants and agrees, at Purchaser's request, to remove such lien or encumbrance at Closing so that the Subject Property can be conveyed to Purchaser free of same except non-delinquent real estate taxes which are not yet due and payable.

19. Attorney's Fees. In connection with any litigation arising out of this Agreement, the each party to cover its own costs and expenses incurred, including, but not limited to, attorneys' fees actually incurred.

20. Notices. All notices pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery, as confirmed by electronic transmission (if notice is delivered by email transmission), (iii) on the day one (1) business days after deposit with an nationally recognized overnight courier service (if notice is delivered by internationally recognized overnight courier service), or (iv) on the third (3rd) business day following mailing, if within the United States, by first class United States mail, postage prepaid, certified mail, return receipt requested (if notice is given in such manner).

Notices as to Seller shall be sent to:
The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Wally Bobkiewicz, City Manager
Email: wbobbiewicz@cityofevanston.org

With a copy to:
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: W. Grant Farrar, Corporation Counsel
Email: gfarrar@cityofevanston.org

Notices as to Purchaser shall be sent to:
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

The place to which any party hereto is entitled to receive any notice may be changed by such party by giving notice thereof in accordance with the foregoing provision. Attorneys for either party may give notices on behalf of their respective clients.

21. **Brokers.** Each party hereto represents and warrants to the other party that it has not employed or retained any broker, finder or other intermediary in connection with the transactions provided for in this Agreement and that it has not had any dealings with any person or entity which may entitle such person or entity to a fee or commission, except Tim Rosinski at Coldwell Banker for Seller. Seller agrees that Seller is solely responsible for all fees, commissions and other payments due to the named broker. Additionally, each of the parties agrees that, should any claim for a commission or fee be made by another broker, then the party breaching the representation and/or warranty set forth in this Paragraph 21 will indemnify, defend and hold harmless the other party from and against any and all claims, liabilities, damages, expenses (including, without limitation, reasonable attorneys’ fees) and costs resulting from such claim for a commission or fee.

22. **Intentionally Deleted.**

23. **Exclusivity.** From the Execution Date through the termination of this Agreement or the Closing, as applicable, Seller will not discuss or negotiate with any third party the sale or other disposition of any of the Subject Property, or enter into any contract (whether binding or not) regarding any sale or other disposition of the Subject Property.

24. **Venue.** This Agreement shall be governed by and enforced and construed under the laws of the State of Illinois.

25. **Assignment.** Purchaser shall have the absolute right and power to assign this Agreement and its interests in this Agreement to an entity affiliated with Purchaser or its principals, provided that such assignment should not relieve it of its obligations under this
Agreement, and Seller shall close the transaction contemplated by this Agreement with such assignee; otherwise, this Agreement is not assignable.

26. **No Recording.** The Purchaser agrees it shall not record this Agreement or a memorandum hereof, and in the event the Purchaser does record this Agreement or a memorandum of this Agreement, then the Purchaser shall be deemed in default hereunder, and at the option of the Seller, the Purchaser's rights under this Agreement shall be null and void and of no further force and effect and the Seller shall have the right to exercise all of its rights and remedies under this Agreement.

27. **Terms.** Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

28. **Miscellaneous.**

   (a) This Agreement shall not be construed more strictly against either party, it being acknowledged that each party actively participated in the preparation of this Agreement.

   (b) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and/or assigns.

   (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. This Agreement may be executed via telecopy or electronically.

   (d) No waiver or modification of any provision of this Agreement shall be effective unless it is in writing and signed by Purchaser and Seller, and shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

   (e) Time is of the essence with respect to all time periods set forth in this Agreement.

29. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Except where otherwise noted, the last day of any period of time described herein shall be deemed to end at 5:00 p.m. in the jurisdiction in which the Property is located.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date.

PURCHASER:

CHICAGO AVENUE PARTNERS LLC
A Delaware limited liability company

By: [Signature]
Name: W. Srpc
Title: President

SELLER:

THE CITY OF EVANSTON

By: [Signature]
Name: Wally Robkiewicz
Title: City Manager

Approved as to form:
W. Grant Farrar
Corporation Counsel

[Signature]
EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as: 1714 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-015-0000

LOT 13 IN BLOCK 15 IN EVANSTON IN EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1718 Chicago Avenue, Evanston, Illinois 60201
PIN: 11-18-208-014-0000

THE SOUTH 11 FEET OF LOT 15 AND ALL OF LOT 14 IN BLOCK 15 IN EVANSTON IN THE EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
EXHIBIT B

ESCROW INSTRUCTIONS

1. Investment and Use of Funds. For purposes of this Exhibit B, the Deposit, including any interest thereon, shall be collectively referred to herein as the “Earnest Money.” The Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Purchaser, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. If the Closing under this Agreement occurs, the Escrow Agent shall deliver the Earnest Money into the closing escrow upon the instructions of Purchaser, to be applied against the Purchase Price.

2. Termination before Expiration of Due Diligence Period. The Due Diligence period under the Agreement expires on __________, 2017. If Purchaser elects to terminate the Agreement pursuant to the terms of this Agreement, Escrow Agent shall pay the entire Earnest Money to Purchaser two business days following receipt of a copy of the Due Diligence Termination Notice from Purchaser (as long as the current investment can be liquidated in two days). No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Purchaser by Escrow Agent. The Earnest Money shall be released and delivered to Purchaser from Escrow Agent upon Escrow Agent’s receipt of a copy of the Due Diligence Termination Notice despite any objection or potential objection by Seller. Seller agrees it shall have no right to bring any action against Escrow Agent which would have the effect of delaying, preventing, or in any way interrupting Escrow Agent’s delivery of the Earnest Money to Purchaser pursuant to this Section, any remedy of Seller being against Purchaser, not Escrow Agent.

3. Termination after Expiration of Due Diligence Period. Except as otherwise expressly provided herein, at any time after the expiration of the Due Diligence Period, upon not less than 5 business days’ prior written notice to the Escrow Agent and the other party, Escrow Agent shall deliver the Earnest Money to the party requesting the same; provided, however, that if the other party shall, within said 5 business day period, deliver to the requesting party and the Escrow Agent a written notice that it disputes the claim to the Earnest Money, Escrow Agent shall retain the Earnest Money until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

4. Interpleader. Subject to Section 2 above, in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money’s disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent’s option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent.
5. **Liability of Escrow Agent.** The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any loss, cost or expense incurred by Seller or Purchaser resulting from the Escrow Agent’s mistake of law respecting the Escrow Agent’s scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys’ fees, incurred in connection with the performance of the Escrow Agent’s duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of the Escrow Agent.
EXHIBIT 2

SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT
SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

This Second Amendment to Agreement for Purchase and Sale (this "First Amendment") is made this ___ day of __________, 2018 by and between the City of Evanston ("Seller") and Chicago Avenue Partners, LLC, an Illinois limited liability company ("Purchaser").

RECITALS

A. On October 26, 2017, the parties hereto executed an Agreement for Purchase and Sale (the "Agreement") setting forth the terms under which Purchaser shall purchase and Seller shall sell certain property located at 1714-1720 Chicago Avenue, Evanston, Illinois.

B. Section 6(b) of the Agreement provides for Purchaser to have a period to seek municipal and other approvals for the development of the Subject Property (called the "Approval Period"), and during the pendency of the Approval Period Purchaser has the right in its discretion to terminate the Agreement.

C. On July 24, 2018, the Parties entered into an amendment providing the Purchaser an extension for the approval period to December 12, 2018. Purchaser is still in the process of seeking approvals for the development of the Subject Property but needs additional time to seek such approvals before it will commit to waiving its right to terminate the Agreement.

D. Seller is willing to extend the Approval Period to give Purchaser additional time to obtain approvals for the development of the Subject Property.

NOW, THEREFORE, in consideration of the Recitals which by this reference are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Terms defined in the Agreement shall have the same meanings when used in this First Amendment.

2. Deposit. In consideration of the City granting a second extension to the Buyer, the deposit will be non-refundable. Section 4(a) of the Agreement is hereby amended to provide that the deposit issued by the Purchaser pursuant to Agreement is non-refundable as of the date of Execution of this Amendment.

The language is amended to read:

(a) On November 29, 2017, the Purchaser deposited earnest money with Chicago Title and Trust Company, 10 South LaSalle St. Suite 3100, Chicago, IL 60603 ("Escrow Agent") in the sum of Fifty Thousand and No/100 Dollars ($50,000.00) ("Deposit"), as Escrow Agent, at the expense of Purchaser, pursuant to the terms and provisions of Exhibit B. On the Effective Date of the Second Amendment, the Deposit is non-refundable. Buyer will direct the Escrow Agent to wire the funds
to the City of Evanston within 5 business days of the Effective Date. If the transaction closes, in accordance with Paragraph 11, the City will provide a credit at closing for the $50,000. If the transaction does not close and the agreement is terminated, the City will retain the funds and Purchaser may not seek any reimbursement for costs associated with the transaction or refund of the Deposit.

3. **Approval Period.** Section 6(b) of the Agreement is hereby amended to provide that the Approval Period shall expire at 5:00 p.m. Central Time on June 12, 2019.

4. **Effect of Amendment.** All provisions of the Agreement not amended hereby shall remain in full force and effect.

**SELLER:**

**CITY OF EVANSTON, ILLINOIS**

By: ____________________________
Name: __________________________
Title: __________________________

**PURCHASER:**

**CHICAGO AVENUE PARTNERS LLC,** an Illinois limited liability company

By: ____________________________
Name: __________________________
Title: __________________________

2 of 144
MEETING MINUTES  
PLAN COMMISSION  
Wednesday, January 9, 2019  
7:00 P.M.  
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers  

Members Present:  Colby Lewis (Chair), Jennifer Draper, Carol Goddard, Peter Isaac, Andrew Pigozzi  

Members Absent: Terri Dubin, George Halik  

Staff Present: Meagan Jones, Neighborhood and Land Use Planner  
Scott Mangum, Planning and Zoning Administrator  

Presiding Member: Colby Lewis, Chairman  

1. CALL TO ORDER / DECLARATION OF QUORUM  
Chairman Lewis called the meeting to order at 7:02 P.M.  

2. APPROVAL OF MEETING MINUTES: December 12, 2018  
Commissioner Isaac made a motion to approve the minutes, seconded by Commissioner Goddard. The Commission voted unanimously, 5-0, to approve the minutes of December 12, 2018.  

3. OLD BUSINESS (Continued from December 12, 2018)  
A. Planned Development  
1714-1720 Chicago Avenue  
18PLND-0053  
Paul Janicki, architect, proposes to construct a 13-story office building with 112 on-site parking spaces. The applicant requests a Map Amendment to rezone the property from the R6 General Residential to the D3 Downtown Core Development District. The applicant seeks site development allowances for: 1) An FAR of 5.0, where the maximum permitted FAR in the D3 district is 4.5; 2) A building height of 127 feet to roof (excluding eligible parking levels), where the maximum permitted height of a building in D3 is 85 feet to roof; 3) 112 parking spaces with 22 compact stalls where the minimum required number of parking spaces is 213, in addition to a purchase-sale agreement to replace the 74 library parking spaces onsite, and where compact stalls are not allowed; 4) A front yard setback of 25-
feet, where 31.4 feet is required; 5) A north side yard setback of 5-feet proposed, where 15-feet is required; 6) A south side yard setback of 5-feet proposed, where 15-feet is required.; and 7) A canopy yard obstruction of 9.7 feet into the required front yard, where a maximum obstruction of 3.1 feet (10%) is allowed. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Chair Lewis stated that the applicant will not be making a presentation and opened up the public hearing to testimony from the public. A total of 16 people spoke, including the following:

- Marcia Kuhr, who requested the continuance, stated that a petition was circulated and signed by neighbors in opposition to the project. Several concerns were mentioned, including the increased traffic in the alley, loss of parking despite applicant claims that the current lot is not fully used, the increase in people not being addressed with regards to garage space, and the bulk of the building itself negatively impacting nearby properties and adjacent landmarks.
- Kevin Russell stated that, from his residence, he can see that Clark Street is a major truck route and is concerned about the amount of traffic on the street, especially during rush hours. He also had concerns about a pedestrian count not being done due to a large amount of foot traffic in the area to and from Northwestern University. He then inquired about how much property tax the building is projected to create.
- Melanie Cody, President of the Women’s Club of Evanston, spoke in opposition to the project voicing concerns about the likely damage to the historic clubhouse and loss of revenue from fewer events being held in that space.
- Joan Safford read a letter from Lenore Weisman, a disabled resident who voiced concerns regarding the location, safety and amount of the proposed accessible parking spaces. Ms. Safford then stated she herself had concerns about the proposed Map Amendment being spot zoning that would not match the character of the block and stated that the petition mentioned earlier is specifically in opposition to the rezoning. She then questioned whether or not the market study included was still valid and sufficient.
- Margie Rogasner stated that there was no publicity regarding the proposed building and no mention of any interim parking plans during the construction of the building. She also inquired as to whether or not schools had been notified about the proposed development and stated that library will likely lose circulation which it uses to secure funding.
- Glen Madeja, of Center for Women’s History and Leadership and Frances Willard House, expressed concerns over security, adding a fence to prevent people cutting through the property from the parking lot, protection from water run-off that the building will increase, and the proposed building putting the Frances Willard house in shadows for most of the year. He also requested a written agreement for tree replacement for those trees that are unable to be preserved.
since the tree protection plan is not yet completed.

- Virginia Beatty voiced concerns regarding the number of parking spaces and how the building may affect entry into the library garage and McManus buildings. She added that the 2-way alley is only 20 feet wide and that the size and bulk of the building is 4 times higher than adjacent buildings on the block, reiterating the importance of the landmark buildings on either side of the development. She finished by stating that the developer did a good job of gathering information, however, this is not the best location for the proposed development.

- Sara Schastok inquired about inconsistencies with the proposed job creation numbers.

- Janet Steidl stated that the traffic volume projection does not include pedestrian and bicycle traffic and that with the projected number of employees traveling to the building there will be various modes of transportation, increasing alley use. Projection should include pedestrian and bicycle usage.

- Austin Sherer stated that there are dangerous blind turns proposed in the alley and difficult turns into the alley from fast moving Church St. traffic. He also expressed that the building is disproportionate to the adjacent buildings and would tower over them and lead to faster deterioration of the landmark buildings. He added that the diagrams are well done but do not appear to have an accurate scale.

- Libby Hill, with Bird Friendly Evanston, explained that Evanston is part of a major flyway for birds and she commends the developer for taking bird friendliness into consideration in the building design. She expressed concern over the lobby, suggesting that the clear glass be changed. The project is a 17.8 on a scale where 15 points is optimal for the LEED 55 Pilot Credit.

- Vickie Burke, speaking on behalf of Sarah Ward and the Women’s History Center stated that the Frances Willard House is ranked #2 on the list of places Illinoisans should visit and they have stated their opposition to the building on this lot. She added that no one has reached out to various groups about their concerns over the proposed development. Ms. Burke then asked for clarification on whether or not there will be a scale model created and if it could be on display in the library for residents to view. She inquired about the educational internship proposed and stated that she liked the idea behind that public benefit. Ms. Burke then asked for clarification on the proposed public/501c3 bike room, stating that this it is not really needed and not a true public benefit.

- Ben Shapiro, with the Evanston Library Board, stated that there is an average of 1700 daily visitors to the library and that the proposed parking is insufficient, would not be available when needed and hinder the library’s ability to serve the public. He also expressed concern about the dog-legged alley, vehicles using the garage entry area as a cut-through to get to the building and inquired about a snow removal plan.

- Bruce Garenbach stated the Commission should deny the project; there are multiple items that the proposed building has changed from what the City initially approved including going above 11 stories, not providing 75 parking spaces, and
needing an alley vacation. He added that the loading zones being directly across the alley from each other could cause the alley to be blocked. Mr. Garenbach then stated that the DAPR recommendation of denial should hold weight and that the proposed rezoning is an instance of spot zoning.

- Kim Stanton clarified that the agreement that the Women’s Club has been said to have signed has not been, was just received that day, and was not acceptable.
- Alderman Fiske made a statement to correct the record regarding comments from Sarah Ward. She read a correspondence which asked that future communication go to Glen Madeja and Vickie Burke who are aware of the process and meetings have occurred with representatives from the entities each represents.

Mr. Janicki made closing statements. He explained that the Fire Department did come out to the site and adjustments to the building setback were made. The alley is also standard width, currently has no crosswalks for pedestrians and that the vehicles used in diagrams for the proposed building are the size of Suburbans. He added that there will be 112 parking spaces available after 5:00pm and on weekends which leads to a net increase of spaces for the public when the demand is highest. After calculations, it is projected that roughly 40% of office workers will stay late and the garage will have a full time security guard. He then stated that there were 4 days of parking counts that were observed and yielded similar results. He added that the development team elected not to add the 74 spaces back but that there are 38 more cars projected with the new building.

Mr. Janicki then stated that the projected property tax revenue will exceed $1million. He added that the concern for the historic structures is not needed due to the proposed setback and proposed seismic monitoring. He used the recently constructed Hyatt building as an example of protecting an adjacent historic structure. He then stated that the market feasibility study is based on City of Evanston’s request for proposals. Mr. Janicki added that the centerline of existing trees are on Frances Willard House property and that the goal is to preserve as many trees as possible, replace trees and add new trees in the parkway, and explained that the diagrams provided and building itself are to scale.

Chair Lewis opened up the hearing to questions from the Commission. These included:

- Commissioner Pigozzi inquired how people will access the east terrace and that the proposed dumpster appears to be large. Mr. Janicki stated that there are elevators that will go up to the north and south terrace levels, but the east would not be accessed, and that the dumpster area includes loading. Chair Lewis confirmed that the terraces will only be accessible to building tenants.
- Commissioner Draper inquired about the existing trees and what is proposed to be replaced in the parkway. Mr. Janicki explained that the existing trees are small and the development is proposing to put 10 inch caliper trees in their place.
- Commissioner Draper asked how parking will be handled during construction. Mr.
Stec stated that there will be a plan laid out for the Construction Management Plan which will have to be approved by staff.

- Mr. Stec stated that the proposed internship will be structured by Shelly Gates at Evanston Township High School. He then stated that with regards to the public/private bike parking proposed came about from a conversation with the Evanston Bike Club President who made the suggestion. He added that with regards to the adjacent buildings, the development does not want to interrupt the history of those buildings and that business interruption insurance will be in place to protect them and that information was in the letter referenced by Ms. Stanton.

- Chair Lewis asked about the discrepancy in the full time employee numbers. Mr. Stec stated that the real estate broker expects a higher number of employees and the 500 employee standard is fluid.

- Commissioner Isaac mentioned the brief talk regarding the contract to sell the property and pointed out the change in what has been proposed. He asked if that should be taken into consideration and added that if the lot were not owned by Evanston, that they may not be having the same conversation. Mr. Mario Treto, Deputy City Attorney, stated that those considerations are under the jurisdiction of the City Council and that Plan Commission should just look at the standards stated within the Zoning Code.

Chair Lewis closed the public hearing and the Commission began its deliberations.

Commissioner Pigozzi stated that he has tried to understand the form and is not convinced that there is a precedent for this building. He added that the developer is asking a lot with regards to building height and setback allowances and that there is no rhythm to the building and the façade does not fit with the surrounding buildings. He is not convinced that the design works and is sufficient to justify the ask. Therefore, he cannot support the project.

Commissioner Goddard stated that she knows that the City wants a building at this site but that the requested development allowances are not offset by the public benefits.

Commissioner Draper stated that the developer made a good case for the fire truck passage and parking but that she has concerns regarding the building design and size not fitting in with the adjacent buildings. She added that the building setbacks are too small, the trees are not likely to be saved and she is struggling to see how the project would work.

Commissioner Isaac stated that initially, the main concern was the parking. In the past, the Commission has looked unfavorably at a reduction in parking but overall, that will not be as big an issue due to the building being an office use. He added that he has a concern with the loss of the open air lot having an effect on the library and adjacent buildings. This is a tough case with pros and cons on either side and he is conflicted.
Chair Lewis stated that his initial thought is concern for the rezoning. R6 is appropriate even though it is adjacent to the D3 district and feels the rezoning would be spot zoning considering the transition at that location. He added that office space is needed but is not sure that the proposed site is the best location for it.

The Commission then reviewed the standards for Special Use, Map Amendments and Planned Developments in the proposed D3 District and found that not all of the standards had been met.

Commissioner Isaac added that a major issue is whether or not the downtown should be extended to this street and the biggest issue is rezoning of the lot from R6 to D3. Commissioner Goddard responded that the rezoning is one of the issues but not the guiding issue.

Commissioner Pigozzi made a motion to recommend denial of proposed development. Commissioner Goddard seconded the motion. A roll call vote was taken and the motion passed, 4-1.

Ayes: Draper, Goddard, Isaac, Pigozzi
Nays: Lewis

4. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Isaac made a motion to adjourn the meeting. Commissioner Goddard seconded the motion.

A voice vote was taken and the motion was approved by voice vote 5-0. The meeting was adjourned at 8:57 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
MEETING MINUTES
PLAN COMMISSION
Wednesday, December 12, 2018
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Carol Goddard, Peter Isaac, Andrew Pigozzi

Members Absent: Terri Dubin, George Halik

Staff Present: Meagan Jones, Neighborhood and Land Use Planner
Scott Mangum, Planning and Zoning Administrator

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM

Chairman Lewis called the meeting to order at 7:02 P.M.

2. APPROVAL OF MEETING MINUTES: December 12, 2018

Commissioner Isaac made a motion to approve the minutes, seconded by Commissioner Goddard. The Commission voted unanimously, 5-0, to approve the minutes of December 12, 2018.

3. OLD BUSINESS (Continued from December 12, 2018)

A. Planned Development
1714-1720 Chicago Avenue 18PLND-0053
Paul Janicki, architect, proposes to construct a 13-story office building with 112 on-site parking spaces. The applicant requests a Map Amendment to rezone the property from the R6 General Residential to the D3 Downtown Core Development District. The applicant seeks site development allowances for: 1) An FAR of 5.0, where the maximum permitted FAR in the D3 district is 4.5; 2) A building height of 127 feet to roof (excluding eligible parking levels), where the maximum permitted height of a building in D3 is 85 feet to roof; 3) 112 parking spaces with 22 compact stalls where the minimum required number of parking spaces is 213, in addition to a purchase-sale agreement to replace the 74 library parking spaces onsite, and where compact stalls are not allowed; 4) A front yard setback of 25-
feet, where 31.4 feet is required; 5) A north side yard setback of 5-feet proposed, where 15-feet is required; 6) A south side yard setback of 5-feet proposed, where 15-feet is required.; and 7) A canopy yard obstruction of 9.7 feet into the required front yard, where a maximum obstruction of 3.1 feet (10%) is allowed. In addition, the applicant may seek and the Plan Commission may consider additional Site Development Allowances as may be necessary or desirable for the proposed development.

Chair Lewis stated that the applicant will not be making a presentation and opened up the public hearing to testimony from the public. A total of people spoke, including the following:

- Marcia Kuhr, who requested the continuance, stated that a petition was circulated and signed by neighbors in opposition to the project. Several concerns were mentioned, including the increased traffic in the alley, loss of parking despite applicant claims that the current lot is not fully used, the increase in people not being address with regards to garage space and the bulk of the building itself negatively impacting nearby properties and adjacent landmarks.
- Kevin Russell stated that from his residence, he can see that Clark Street is a major truck route and is concerned about the amount of traffic on the street, especially during rush hours. He also had concerns about a pedestrian count not being done due to a large amount of foot traffic in the area to and from Northwestern University. He then inquired about how much property tax the building is projected to create.
- Melanie Cody, President of the Women's Club of Evanston, spoke in opposition to the project voicing concerns about the likely damage to the historic clubhouse and loss of revenue from fewer events being held in that space.
- Joan Safford read a letter from Lenore Weisman, a disabled resident who voiced concerns regarding the location, safety and amount of the proposed accessible parking spaces. Ms. Safford the stated she herself had concerns about the proposed Map Amendment being spot zoning that would not match the character of the block and stated that the petition mentioned earlier is specifically in opposition to the rezoning. She then questioned whether or not the market study included was still valid and sufficient.
- Margie Rogasner stated that there was no publicity regarding the proposed building and no mention of any interim parking plans during the construction of the building. She also inquired

Mr. Paul Janicki provided additional information on the proposed development, explaining that the proposal is a response to a Request for Proposals issued by the City. He then described building characteristics, materials and the alley functionality, including the proposed alley vacation to accommodate loading and truck traffic. He explained that the required library parking spaces would be available in the evenings and on weekends when the office spaces are not in use. Mr. Greg Stec then added that
the public benefits had been revised to include landscaping treatments on the west side of Chicago Avenue and on terraces, replacement of alley, new sidewalk along Chicago Ave adjacent to the property, new crosswalk and signage in the alley, outreach to grammar schools after completion of the project, and to provide signage directing drivers to available parking spaces within the building’s garage and nearby City garages.

Chair Lewis opened up the hearing to questions from the Commission. These included:

- Commissioner Dubin inquired whether or not the traffic study takes short library visits into account when reviewing alley traffic. Additionally, what is the demand for office space in the City? Mr. Steve Corcharan responded that the study took traffic counts of the area and where vehicles enter and exit existing lots/garages. Class A office space is in demand in Evanston and there are various headquarters looking to relocate into the area.

- Commissioner Halik inquired about the planned absorption rate for the building and what the typical ratio of parking spaces to office space is. Mr. Stec stated that the plan is to have 50% of the building leased before breaking ground and 75% leased by the time the building is constructed. Typically parking is provided at rate of 1,000 square feet of leasable office space per parking space.

- Commissioner Goddard asked of the 74 required parking spaces for library use, how many will be available during the day? Mr. Janicki referenced the traffic study and stated that the existing lot typically has 21 used parking spaces during the day. Intend to use the proposed building garage as overflow parking for what is provided in the library garage during the day.

- Commissioner Goddard then inquired about the average setback on the block. Mr. Janicki responded that there is an approximate 34 foot setback on the block and 25 feet proposed for the building.

- Commissioner Pigozzi asked for the applicant to explain the idea behind the building design. Mr. Janicki stated that he looked at the massing of adjacent and nearby buildings in the downtown area.

- Commissioner Halik asked what the height in feet compared with the Whole Foods building is and what will the parking level “windows” be made of. Mr. Janicki stated that he is uncertain of Whole Foods building height in feet but in stories it is 25 stories versus 13 stories of the proposed development. The windows of the proposed building will be a punched opening of translucent etched glass and provide an obscured view.

- Commissioner Draper inquired about how the side setbacks of the proposed building compare to the side setbacks of adjacent landmark buildings. Mr. Janicki stated that setback from the northern building to the proposed building is approximately 25 feet.

- Commissioner Draper then asked if existing trees along Chicago Avenue are proposed to be kept. Mr. Janicki confirmed that they will be and additional trees are proposed within the parkway.

- Commissioner Isaac asked for the applicant to explain project changes since
Council approval the sale of the property and if those changes lead to change in the property sale price. Mr. Janicki stated that changes include additional floors to provide additional revenue and provide more parking. Mr. Stec stated that the cost to build the development has increased since the start of the approval process.

- Commissioner Isaac then brought up concern of office use after 5:00pm and how many parking spaces will actually be available for the library visitors and the public if this occurs. Additionally, what vehicles would be able to use the compact parking spaces. 8 feet by 18 feet are the size of those spaces and are actually considered standard size in Chicago.

- Is there a commitment from a tenant? Mr. Stec responded that there were tenants initially, however, the entitlement process took longer than anticipated and those tenants were lost. Will have at least 25% of the building leased and intend to have 50% of building leased by the time construction.

Chair Lewis stated that a request for a continuance had been received and that if granted the hearing would be continued to the next scheduled Plan Commission meeting on January 9, 2019. Chair Lewis then opened up the public hearing to questions and comments from the Public. Questions included:

- Mr. Ben Shapiro asked what was the frequency and time of day for the traffic study. Special events could change demand and some delivery trucks may not fit through the alley as proposed. Mr. Corcharan stated that the study was done on March 14, 2018 from 8:00am to 6:00pm, looking at the existing lot and the Chicago Avenue parking garage. Deliveries were also considered with truck turning diagrams done for the library, the proposed building and firetrucks. Snow removal was mentioned with a suggestion that coordinated efforts be made if the development is approved.

- Ms. Chava Wu asked if 2-way traffic in the alley will remain. No changes are intended.

- Mr. Glen Madeja asked for clarification of items on the tree protection plan. Mr. Dennis Fogell stated that an arborist came out to the site and created a report for status of existing trees. He mentioned that there would be several trees that would be lost but those are intended to be replaced. Chair Lewis then raised a question regarding who would be responsible for tree root maintenance and damage. Commissioner Isaac stated that it is his understanding that it depends on where the tree comes out of the ground and if any portion is on more than one property, it is co-owned. Further information was requested.

- Ms. Sarah Schastok inquired about having a letter from the Evanston Fire Department included. Mr. Janicki provided a copy of the letter within the presentation. Ms. Schastok then asked how much involvement Northwestern University has had in review of the proposal with the McMannis Center being adjacent to the development. Alderman Fiske responded that she has reached out to adjacent neighbors of the site to provide information including Dave Davis of Northwestern University, some follow-up may be needed.
- Ms. Andrea Vantek voiced general opposition to the proposed zoning change.
- Ann Branning raised questions and concerns regarding when the library garage closes, if spaces will be reserved for building tenants and if that will affect the available parking spaces for the public, and whether or not the public spaces will be metered. Mr. Stec stated that charges for the public spaces would be determined by the City. Chair Lewis stated that there would seem to be implications for leasing spaces that need to be available for the public. Mr. Shapiro stated that the Library garage corresponds to Library operating hours.
- Ms. Lucia Guridi asked what security measures are proposed within the garage. Mr. Janicki stated that there would likely have to be someone available in the garage at all times
- Ms. Janet Steidl pointed out that additional detail was needed in order to be consistent within various parts of the development plan and diagrams, especially as they relate to the alley. She requested that centerlines to be shown on all documents and added to drawings.

Commissioner Isaac made a motion to continue the public hearing to the January 9, 2019 Plan Commission meeting. Commissioner Dubin seconded the motion. A voice vote was taken and the motion was approved, 5-0.

Ayes: Draper, Goddard, Isaac, Pigozzi
Nays: Lewis

4. OTHER BUSINESS

There was no other business.

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

Commissioner Isaac made a motion to adjourn the meeting. Commissioner Goddard seconded the motion.

A voice vote was taken and the motion was approved by voice vote 5-0.
The meeting was adjourned at 8:57 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council

From: Wally Bobkiewicz, City Manager
       Michelle L. Masoncup, Corporation Counsel

Subject: Resolution 26-R-19 – Authorization of Third Amendment to the Real Estate Sale Agreement to provide for a Right of Reverter

Date: March 14, 2019

Recommended Action:  
The City Council directed staff to negotiate a right of reverter to ensure that the development is constructed with subject approved plan and enclosed for adoption is Resolution 26-R-19, authorization of Third Amendment to Real Estate Sale Contract. Additionally, Alderman Wilson requested information from the Applicant during the February 25, 2019 Council meeting. The request was for the applicant to provide ownership information for the developer.

Livability Benefits:  
Economy & Jobs: Retain and expand local businesses and expand job opportunities

Summary:

Right of Reverter
The Council requested a mechanism to protect the City if the development were never constructed. Attached is an amendment to the real estate sale agreement with a right of reverter. If the City closes on the sale contract, but the developer does not construct the building within the limits set forth in the reverter (foundations in place by June 1, 2020), the Developer must sell it back to City and the City will return the purchase prices funds. It is a forced sale of the property if the developer fails to achieve the approved development.

Corporate Structure Inquiry
The City issued a Request for Proposals to construct an office building on the vacant parking lot at 1714 – 1720 Chicago Avenue. Conor Commercial Real Estate LLC issued a response to the RFP dated September 30, 2016, and subsequently issued two addendums dated October 18, 2016 and November 7, 2016. The Principals of Conor Commercial Real Estate LLC are: Jim McShane, David Friedman, and Molly McShane.
On September 20, 2017, an amended response to the RFP was submitted by Chicago Avenue Partners LLC. The Principals of Chicago Avenue Partners, LLC are: Greg Stec, Ted Stec, Bruce Larson, and Jeff Brown (CEO/CIO of T2 Capital Management). Attached is a chart provided by the Applicant outlining the structure for Chicago Avenue Partners LLC.

On May 8, 2017, the City Council approved Ordinance 41-O-17, which authorized the City Manager to negotiate a real estate sale agreement with Chicago Avenue Partners LLC. On September 25, 2017, the City Council authorized Ordinance 52-O-17 which authorized the City to sign a real estate sale contract with Chicago Avenue Partners LLC. Attached is a copy of the limited liability company structure for Chicago Avenue Partners LLC.

Attachments:
-Resolution 26-R-19
-Third Amendment to the Real Estate Sale Contract
-Chicago Avenue Partners LLC Corporate Structure
A RESOLUTION

Authorizing the City Manager to Execute an Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-1720 Chicago Avenue to Chicago Avenue Partners, LLC

WHEREAS, the City of Evanston owns certain real property located at 1714-1720 Chicago Avenue, which is a surface parking lot (the “Property”); and

WHEREAS, on September 25, 2017, the City Council adopted Ordinance 52-O-17 approving the real estate sale agreement with Chicago Avenue Partners, LLC and the parties executed the contract on October 26, 2017; and

WHEREAS, on February 25, 2019, the City Council requested that a right of reverter be created to protect the City of Evanston in the event that Chicago Avenue Partners LLC does not develop the property; and

WHEREAS, the right of reverter is a mechanism that if certain conditions occur, of if the developer fails in some material way, the municipality has the right to repurchase the property from the developer at an agreed-upon price; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to execute this third amendment to the real estate sale agreement by and between the City, as Seller, and Chicago Avenue Partners, LLC, as Buyer,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: The City Manager is hereby authorized and directed to execute the Third Amendment to Purchase and Sale Agreement ("Amendment") with Chicago Avenue Partners, LLC, attached hereto and incorporated by reference as Exhibit “1”.

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

SECTION 3: This Resolution 26-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

THIRD AMENDMENT TO REAL ESTATE SALE AGREEMENT
THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

This Third Amendment to Agreement for Purchase and Sale (this "Third Amendment") is made this ___ day of ____, 2019 by and between the City of Evanston ("Seller") and Chicago Avenue Partners, LLC, an Illinois limited liability company ("Purchaser").

RECITALS

A. On October 26, 2017, the parties hereto executed an Agreement for Purchase and Sale (the "Agreement") setting forth the terms under which Purchaser shall purchase and Seller shall sell certain property located at 1714-1720 Chicago Avenue, Evanston, Illinois.

B. Section 6(h) of the Agreement provides for Purchaser to have a period to seek municipal and other approvals for the development of the Subject Property (called the “Approval Period”), and during the pendency of the Approval Period Purchaser has the right in its discretion to terminate the Agreement.

C. On July 24, 2018, the Parties entered into an amendment ("First Amendment") providing the Purchaser an extension for the approval period to December 12, 2018.

D. On March 13, 2019, the Parties entered into an amendment ("Second Amendment") providing the Purchaser an extension for the approval period to June 12, 2019.

E. Seller and Purchaser have agreed to close on the Subject Property on or before June 12, 2019.

F. Seller and Purchaser have agreed that title will revest in the Seller in the event certain conditions are not met by Purchaser by September 1, 2020.

NOW, THEREFORE, in consideration of the Recitals which by this reference are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Reverter Clause.** A new Section 30 of the Agreement is hereby added as follows:

   The conveyance is subject to the express condition that Purchaser obtains a building permit and has commenced foundation work at the Subject Property by September 1, 2020. In the event that this condition is not met, through no fault of Seller, title to the Subject Property shall revest in the Seller, with a return of the Purchase Price to Purchaser. The conveyance deed to Purchaser shall contain appropriate language evidencing such right of reverter.

   In the event Seller has the right to revest title to the Subject Property in Seller, Purchaser, at the request of the Seller, shall execute and deliver to the Seller a reconveyance deed to the Subject Property. Further, the Seller may rezone the Subject
Property to the pre-existing zone of R6 General Residence District, at its option, which shall be effected via a map amendment zoning ordinance.

Seller’s right to revest title to the Subject Property in Seller shall terminate upon the issuance of a building permit by the City of Evanston and the commencement of foundation work at the Subject Property on or before September 1, 2020. Seller agrees to provide a release in recordable form of the right of reverter, upon request of Purchaser, in a form reasonably satisfactory to Purchaser.

2. **Effect of Amendment.** All provisions of the Agreement not amended hereby shall remain in full force and effect.
SELLER:

CITY OF EVANSTON, ILLINOIS

By: _____________________________
Name: ___________________________
Title: ___________________________

PURCHASER:

CHICAGO AVENUE PARTNERS LLC, an Illinois limited liability company

By: _____________________________
Name: ___________________________
Title: ___________________________
Memorandum

To: Honorable Mayor and Members of the City Council

From: Shanalee Gallagher, ICMA Management Fellow
Sean Ciolek, Division Manager of Facilities and Fleet

Subject: Ordinance 19-O-19, Sale of Surplus Property Fleet Vehicles

Date: March 26, 2019

Recommended Action:
Staff recommends that City Council adopt Ordinance 19-O-19, directing the City Manager to offer the sale of vehicles owned by the City through public auction at the Northwest Municipal Vehicle Auction being sponsored by America’s Auto Auctions on Tuesday, March 26, 2019 or any other subsequent America’s Online Auction. These vehicles have been determined to be surplus as a result of new vehicle replacements being placed into service or vehicles that had to be taken out of service for safety reasons with the intention of eventual replacement.

Livability Benefit:

Summary:
The Fleet Services Division typically participates in two to three vehicle and equipment auctions per year in the Northern Illinois area. The auctions are provided on behalf of America’s Auto Auction, 14001 S. Karlov Avenue, Crestwood, Illinois 60554. America’s Auto Auction is the Northwest Municipal Conference Suburban Purchasing Cooperative’s “bid winner” for auction services for member municipalities.

This request authorizes the Facilities and Fleet Services Division of the Administrative Services Department to sell the vehicles listed in the table below through Northwest Municipal Vehicle Auction sponsored by America’s Auto Auction or any subsequent online internet auction to the highest bidder. All net proceeds from the auction will be credited to account number 601.19.7780.56065, “Sale of Surplus Property.”
## SURPLUS FLEET VEHICLES/EQUIPMENT

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Department</th>
<th>Vehicle #</th>
<th>Vehicle Make/Model</th>
<th>Vehicle Model Year</th>
<th>V.I.N. #</th>
<th>L.T.D. Miles/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>4530</td>
<td>Maintenance/Facilities</td>
<td>255</td>
<td>Ford E350</td>
<td>2004</td>
<td>1FDWE35LX4HB43685</td>
<td>34,795</td>
</tr>
<tr>
<td>2285</td>
<td>Police/PST (electric 4-wheeler)</td>
<td>34</td>
<td>Xtreme Green PolicePro</td>
<td>2012</td>
<td>A5XA572VCCL006151</td>
<td>X</td>
</tr>
<tr>
<td>2126</td>
<td>Community Development</td>
<td>SOLD200</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V29X105046</td>
<td>63,815</td>
</tr>
<tr>
<td>4410</td>
<td>Engineering</td>
<td>SOLD204</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V39X105038</td>
<td>59,883</td>
</tr>
<tr>
<td>3310</td>
<td>Street Cleaning/Recycling</td>
<td>SOLD736</td>
<td>International 4300</td>
<td>2003</td>
<td>1HTMMAAM53H576768</td>
<td>DEAD</td>
</tr>
<tr>
<td>2120</td>
<td>Community Development</td>
<td>SOLD804</td>
<td>Ford Crown Victoria</td>
<td>2007</td>
<td>2FAHP71W67X102009</td>
<td>83,624</td>
</tr>
<tr>
<td>2435</td>
<td>Health Human Services</td>
<td>SOLD 805</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71VX9X105036</td>
<td>66,424</td>
</tr>
</tbody>
</table>

**Attachments:**

Ordinance 19-O-19: Authorizing the Sale of a Surplus Fleet Vehicle Owned by the City of Evanston (Northwest Municipal Vehicle Auction)
AN ORDINANCE

Authorizing the Sale of Surplus Fleet Vehicles
Owned by the City of Evanston
(Northwest Municipal Vehicle Auction)

WHEREAS, the City Council of the City of Evanston (the “City”) has determined it is no longer necessary, practical, or economical, nor in the best interests of the City, to retain ownership of a certain surplus fleet vehicles that have a value in excess of one thousand five hundred dollars ($1,500.00) and are described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City Council has determined that it is in the best interests of the City to sell said surplus fleet vehicles to the highest bidder,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

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

SECTION 2: Pursuant to Subsection 1-17-3-(B) of the Evanston City Code of 2012, as amended, the City Council hereby authorizes and directs the City Manager to sell the aforementioned surplus fleet vehicles, upon terms and conditions deemed reasonable, necessary, and in the best interests of the City, to the highest bidder at America’s Auto Auctions, the Northwest Municipal Conference Suburban Purchasing Cooperative’s “bid winner” for auction services for member municipalities to be held on or around Tuesday, March 26, 2019 at the Manheim Arena located at 14001
S. Karlov Avenue, Crestwood, Illinois 60554, or at any subsequent America’s Auto Auctions Services online auction.

**SECTION 3:** Upon payment of the price indicated by the America’s Auto Auction Services, the City Manager is hereby authorized to convey evidence of ownership of aforesaid surplus fleet vehicles to the America’s Auto Auction Service.

**SECTION 4:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and will be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Introduced: _________________, 2019        Approved: ___________________, 2019

Adopted: _________________, 2019               ____________________________, 2019

________________________________________

Stephen H. Hagerty, Mayor

Attest:                                       Approved as to form:

Devon Reid, City Clerk                       Michelle L. Masoncup, Corporation Counsel
## EXHIBIT A
### SURPLUS FLEET VEHICLES/EQUIPMENT

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Department</th>
<th>Vehicle #</th>
<th>Vehicle Make/Model</th>
<th>Vehicle Model Year</th>
<th>V.I.N. #</th>
<th>L.T.D. Miles/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>4530</td>
<td>Maintenance/Facilities</td>
<td>255</td>
<td>Ford E350</td>
<td>2004</td>
<td>1FDWE35LX4HB43685</td>
<td>34,795</td>
</tr>
<tr>
<td>2285</td>
<td>Police/PST (electric 4-wheeler)</td>
<td>34</td>
<td>Xtreme Green PolicePro</td>
<td>2012</td>
<td>A5XA572VCCL006151</td>
<td>X</td>
</tr>
<tr>
<td>2126</td>
<td>Community Development</td>
<td>SOLD200</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V29X105046</td>
<td>63,815</td>
</tr>
<tr>
<td>4410</td>
<td>Engineering</td>
<td>SOLD204</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71V39X105038</td>
<td>59,883</td>
</tr>
<tr>
<td>4310</td>
<td>Street Cleaning/Recycling</td>
<td>SOLD736</td>
<td>International 4300</td>
<td>2003</td>
<td>1HTM4MAM53H576768</td>
<td>DEAD</td>
</tr>
<tr>
<td>2120</td>
<td>Community Development</td>
<td>SOLD804</td>
<td>Ford Crown Victoria</td>
<td>2007</td>
<td>2FAHP71W67X102009</td>
<td>83,624</td>
</tr>
<tr>
<td>2435</td>
<td>Health Human Services</td>
<td>SOLD 805</td>
<td>Ford Crown Victoria</td>
<td>2009</td>
<td>2FAHP71VX9X105036</td>
<td>66,424</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Community Development Director
Sarah Flax, Housing and Grants Administrator
Savannah Clement, Housing Policy and Planning Analyst
Jessica Wingader, Grants and Compliance Specialist

Subject: 2018 Consolidated Annual Performance and Evaluation Report for the City’s Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs

Date: March 18, 2019

Recommended Action:
Staff recommends approval of the 2018 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is posted on the City website at cityofevanston/caper The CAPER must be submitted to the Chicago Field Office of the U.S. Department of Housing and Urban Development by March 31, 2019.

Summary:
The Consolidated Annual Performance and Evaluation Report (CAPER) reviews how the City of Evanston used federal entitlement funds provided by the U.S. Department of Housing and Urban Development (HUD) to implement programs and projects that addressed community needs successfully during the 2018 program year (January 1 to December 31, 2018).

Evanston received $2,319,090 in HUD entitlement funds in FY2018:
- $1,788,178 in Community Development Block Grant (CDBG)
- $384,889 in HOME Investment Partnerships (HOME)
- $146,023 in Emergency Solutions Grant (ESG) funds.

Together with unexpended CDBG and HOME funds from prior years, plus program income, the City spent a total of $2,507,708 in the 2018 program year. All programs and projects funded in 2018 addressed strategic priorities identified in the City’s 2015-2019 Consolidated Plan and in the 2018 One Year Action Plan. The City met HUD...
requirements for both commitment and expenditure of CDBG, HOME and ESG funds in 2018.

Background:
2018 was the fourth year of the five-year 2015-2019 Consolidated Plan; the City received access to funds in July. The City was able to substantially complete many of its projects in 2018, including street resurfacing, alley paving and replacement of the roof of the field house at Mason Park. Improvements to Foster Field will be undertaken in 2019. The City of Evanston obligated its 2018 CDBG entitlement, program income and reallocated dollars from projects completed in prior years to fund programs and projects in the categories of Housing, Public Services, Public Infrastructure and Facilities and Economic Development. HOME funding was used for Tenant-Based Rental Assistance. Two agencies received ESG funding to provide shelter, essential services and rental assistance to homeless individuals and families.

The public comment period on the CAPER opened on March 4 and will close March 19, 2018 following any comment received at the meeting of the Housing and Community Development Act Committee. To date, the City has received no public comment. All public comment received subsequent to this memo will be included in the final version of the CAPER that is submitted to HUD, following the Citizen Participation Plan in the 2014-2019 Consolidated Plan.

Legislative History:
The Housing and Community Development Act Committee (HCDA) will hear any public comment on the CAPER at its meeting on March 19, 2019. The 15-day public comment period will be closed at that meeting. Because the March 25th City Council meeting was canceled and the CAPER is due to HUD by March 31, 2019, the CAPER is coming to City Council for approval on March 18, prior to the HCDA meeting and close of public comment on March 19, 2019. Any public comments received and responses to such comments will be reviewed by HCDA at the March 19 meeting, in keeping with the practice of prior years.

Attachments:
City of Evanston draft 2018 Consolidated Annual Performance and Evaluation Report may be found here cityofevanston/caper
For City Council meeting of March 18, 2018
Business of the City by Motion: 2019 Special Events in City Parks
For Action

Memorandum

To: Honorable Mayor and Members of the City Council
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 18, 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

Legislative History
The Human Services Committee recommended approval of the 2019 special events proposed in City parks on March 4.

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 / Dyess Park

Estimated Attendance: 150

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

Date(s): 6/8

Rain Date(s): 6/9

Event time: Start 11:00 a.m./p.m. Finish: 2:00 a.m./p.m.

Set Up Time: Start: 8:00 a.m./p.m. Take Down Finish: 4:00 a.m./p.m.

Yes [x] No [ ] Is the Event a Fundraiser? Beneficiary: International OCD Foundation / OCD Midwest

Yes [x] No [ ] Is the Event a Fundraiser? Beneficiary: International OCD Foundation / OCD Midwest

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) 308-4996 Fax: [ ] E-mail: ocd-midwest@oicd.f.org

Contact Person

Name: [ ] Are you 18 yrs or older: [X]

Address: 4711 60th Rd, Skokie, IL 60076

Telephone: (224) 287-6811 Cellular: [ ] E-mail: jowuiml6@outlook.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:

Notice:

What is your plan for cleaning, recycling and disposing of all refuse from this event? We will bring adequate trash and recycling containers for your event.

• 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 x10 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.

2019 Permit Application
Section D: Health Department: Temporary Food Permit

Yes ☑ No ☐ 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 ☑ 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 ☑ No ☐ Will this event be held in a City Park?
- If so, which Park(s) (be specific): Dan's Park

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 ☑ 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): ☐ 6/19/13 Hours of Operation: ☐ 10 a.m./p.m. Finish: 2 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 ☑ Does the event include a sidewalk sale?

Section J: City Collector’s Office: Raffle Permit

Yes ☑ 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 ☑ 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 web site, so visitors can access the most up-to-date details, please print the URL link below:

Recruit volunteers for your event at www.volunteerevanston.com.

2019 Permit Application
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, [Block] Maxwell, the undersigned, agree to abide by the provisions in this application and the instructions attached hereto.

(Signature of Applicant)  

(Date)
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.

OCD Midwest
Applicant

Brook Maxwell
Name

Officer
Title

Signature

11/25/19
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 Name</th>
<th>Event Details</th>
<th>Start Date</th>
<th>End Date</th>
<th>Event Time:</th>
<th>Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evanston Garden Fair</td>
<td>Garden 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</td>
</tr>
<tr>
<td>Nature's Night Out</td>
<td>Supporters of green causes will 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>
<td></td>
<td>7:00pm - 10:30pm</td>
<td>Evanston Env Assoc</td>
</tr>
<tr>
<td>YEA! Festival</td>
<td>Young Evanston Artists art display 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>
</tr>
<tr>
<td>Willard School Fun Run</td>
<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>
</tr>
<tr>
<td>Honor the Fallen Ruck March</td>
<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>
</tr>
<tr>
<td>Memorial Day Ceremony</td>
<td>Memorial Day Ceremony in Fountain Sqr Park</td>
<td>Mon 5/27/19</td>
<td></td>
<td>10:00am - 12:00pm</td>
<td>Evanston American Legion Post 42</td>
</tr>
<tr>
<td>Nichols School Sandy McDermott Walkathon</td>
<td>Participants walk on sidewalk from Nichols School to Lakefront; then along the path back to Nichols. Same as past years.</td>
<td>Tue 5/28/19</td>
<td></td>
<td>11:00am - 2:00pm</td>
<td>Nichols Middle School / Dist 65</td>
</tr>
<tr>
<td>Backyard Botanicals</td>
<td>Plant sale in Independence Park at Central St/Stewart - same as past years.</td>
<td>Sat 6/1/19</td>
<td></td>
<td>8:00am - 3:00pm</td>
<td>Evanston Garden Council</td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Dawes park - same as past years</td>
<td>Tue 6/4/19</td>
<td></td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
</tr>
<tr>
<td>1 Million Steps for OCD Walk</td>
<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>Sun 6/9/19</td>
<td></td>
<td>10:00am - 2:00pm</td>
<td>OCD Midwest</td>
</tr>
<tr>
<td>(NEW)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series w/ food trucks</td>
<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>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 6/13/19</td>
<td></td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
</tr>
<tr>
<td>Custer Fair</td>
<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>Piccolo Theatre Inc.</td>
</tr>
<tr>
<td>Event</td>
<td>Details</td>
<td>Date</td>
<td>Time</td>
<td>Sponsor</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td>Race Against Hate</td>
<td>5K race at Lincoln &amp; Sheridan (Long Field)- Lakefront path - same as past years</td>
<td>Sun 6/16/19</td>
<td>7:00am - 11:00pm</td>
<td>YWCA Evanston</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series w/ food trucks</td>
<td>Concert in Twiggs Park - same as past years</td>
<td>Tue 6/18/19</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 6/20/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Baker Park - same as past years</td>
<td>Tue 6/25/19</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 6/27/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Kamen East Park - same as past years</td>
<td>Tue 7/2/19</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Fourth of July Parade/Fireworks</td>
<td>Parade on Central St / Fireworks at Lakefront - same as past years</td>
<td>Thur 7/4/19</td>
<td>2:00pm - 10:00pm</td>
<td>Evanston Fourth of July Association</td>
<td></td>
</tr>
<tr>
<td>Evanston Haitian Community Picnic</td>
<td>Community Picnic in James Park - same as past years</td>
<td>Thur 7/4/19</td>
<td>2:00pm - 11:00pm</td>
<td>Gerald Daye</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Canal Shores Golf Course (food trucks) - same as past years</td>
<td>Tue 7/9/19</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 7/11/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>Second Baptist Church Picnic</td>
<td>Annl picnic in Lovelace Park same as past years</td>
<td>Sun 7/14/19</td>
<td>12:00am - 4:30pm</td>
<td>Second Baptist Church</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series w/ food trucks</td>
<td>Concert in Brummel park - Brummel closed Elmwood to Custer for Food Trucks - same as past years</td>
<td>Tue 7/16/19</td>
<td>5:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 7/18/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Larimer Park - same as past years</td>
<td>Tue 7/23/19</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Thursday Night Live</td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 7/25/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td>Great Lake Plunge</td>
<td>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 past years</td>
<td>Sun 7/28/19</td>
<td>7:00am - 11:00am</td>
<td>Evanston OWL, Inc</td>
<td></td>
</tr>
<tr>
<td>Starlight Concert Series</td>
<td>Concert in Mason Park - same as past years</td>
<td>Tue 7/30/19</td>
<td>7:00pm - 8:30pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td>Event Name</td>
<td>Description</td>
<td>Date</td>
<td>Time</td>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>-----------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday Night Live</strong></td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 8/1/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Movie in the Park</strong></td>
<td>Movie in Twiggs Park - same as past years</td>
<td>Sat 8/3/19</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>ECC Friends &amp; Family Day Celebration (former Jamaica Day Picnic)</strong></td>
<td>Picnic in James Park - same as past years</td>
<td>Sun 8/4/19</td>
<td>10:00am - 9:00pm</td>
<td>Evanston Cricket &amp; Social Club</td>
<td></td>
</tr>
<tr>
<td><strong>Movie in the Park</strong></td>
<td>Movie in Penny Park - same as past years</td>
<td>Tue 8/6/19</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday Night Live</strong></td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 8/8/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Movie in the Park</strong></td>
<td>Movie in Leahy Park - same as past years</td>
<td>Sat 8/10/19</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Evanston Remembrance Reunion Picnic</strong></td>
<td>Annual remembrance reunion picnic in James Park. Same as past years</td>
<td>Sat 8/10/19</td>
<td>10:00am - 8:00pm</td>
<td>John Murray</td>
<td></td>
</tr>
<tr>
<td><strong>Dar-us-Sunnah Masjid Community Center picnic</strong></td>
<td>Dar us Sunnah Community center Picnic in Twiggs Park - same as past years</td>
<td>Sun 8/11/19</td>
<td>11:00am - 6:00pm</td>
<td>Dar-us-Sunnah Masjid &amp; Community Center</td>
<td></td>
</tr>
<tr>
<td><strong>Movie in the Park</strong></td>
<td>Movie in Dawes Park - same as past years</td>
<td>Sat 8/13/19</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday Night Live</strong></td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 8/15/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Movie in the Park</strong></td>
<td>Movie in Cartwright Park - same as past years</td>
<td>Tue 8/17/19</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Movie in the Park</strong></td>
<td>Movie in Baker Park - same as past years</td>
<td>Sat 8/20/19</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Thursday Night Live</strong></td>
<td>Dance series in Fountain Sqr (south plaza) with live music and dance instruction - Thursdays June to Aug</td>
<td>Thur 8/22/19</td>
<td>7:00pm - 9:00pm</td>
<td>Downtown Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Rotary Staff Picnic</strong></td>
<td>Rotary Int'l staff picnic in Centennial Park same as past years</td>
<td>Fri 8/23/19</td>
<td>10:00am - 4:00pm</td>
<td>Rotary International</td>
<td></td>
</tr>
<tr>
<td><strong>Movie in the Park</strong></td>
<td>Movie in James Park</td>
<td>Sat 8/24/19</td>
<td>8:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>Evanston Community Picnic</strong></td>
<td>Evanston Annl Community picnic in Ingraham park - same as past years</td>
<td>Sun 8/25/19</td>
<td>12:00pm - 5:00pm</td>
<td>City of Evanston</td>
<td></td>
</tr>
<tr>
<td><strong>TPAN Ride for Life Chicago</strong></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>Sun 9/7/19</td>
<td>6:00am - 6:00pm</td>
<td>Test Positive Aware Network Inc., (TPAN)</td>
<td></td>
</tr>
<tr>
<td><strong>North Shore Century</strong></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>
<td></td>
</tr>
<tr>
<td>Event</td>
<td>Description</td>
<td>Date</td>
<td>Time</td>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
<td>-----------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Walk a Mile in Her Shoes</td>
<td>walk to raise awareness about men's sexualized violence against women. Staged in Dawes Park, participants walk 1 mile on lakefront path wearing women's heals. 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>
<td></td>
</tr>
<tr>
<td>NAMI Cook County N Suburban 5K Run/Walk</td>
<td>Staged in Dawes Park, participants run on Lakefront path and Northwestern campus race route - same as last year</td>
<td>Sun 10/6/19</td>
<td>8:00am - 10:30am</td>
<td>NAMI Cook County N Suburban</td>
<td></td>
</tr>
<tr>
<td>Zombie Scramble</td>
<td>A 2- to 4-mile course where participants attempt to outwit and outrun &quot;zombies&quot; and finish the course with all their &quot;lives&quot; intact. - on Ladd Arb path. Same as past years</td>
<td>Sat 11/2/19</td>
<td>5:00pm - 10:00pm</td>
<td>City of Evanston</td>
<td></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>
<td></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>
<td></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>
<td></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>
<td></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>
<td></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>Starlight Concert: Movie in Dawes Park - same as past years</td>
<td>City of Evanston</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>1 Million Steps for OCD Walk (NEW): 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</td>
</tr>
<tr>
<td>5K Race Against Hate: Staged at Lincoln &amp; Sheridan (Long Field) - 5K along Sheridan Rd, lakfront path and NU path. - same as past years</td>
<td>YWCA Evanston</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Fourth of July Parade/Fireworks: Parade on Central St / Fireworks at Lakefront - same as past years</td>
<td>Evanston Fourth of July Association</td>
<td>1</td>
<td>High</td>
</tr>
<tr>
<td>Great Lake Plunge Swim Challenge: 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</td>
</tr>
<tr>
<td>Rotary Staff Picnic: Rotary Intl staff picnic in Centennial Park - same as past years</td>
<td>Rotary International</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Movie in the Park: Movie in Dawes Park - same as past years</td>
<td>City of Evanston</td>
<td>1</td>
<td>Low</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Event Details</th>
<th>Organization:</th>
<th>Event Days</th>
<th>Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Shore Century: Registration is staged in Dawes Park and Lagoon bldg -bike ride to Kenosha and back. Same as past years.</td>
<td>Evanston Bicycle Club</td>
<td>1</td>
<td>High</td>
</tr>
<tr>
<td>NAMI Cook County N. Suburban 5K Run/Walk: Staged in Dawes Park, participants will run the lakefront path and Northwestern campus race route -same as last year</td>
<td>National Alliance on Mental Illness (NAMI) Cook County N. Suburban</td>
<td>1</td>
<td>High</td>
</tr>
<tr>
<td>Walk a Mile in Her Shoes: walk to raise awareness about men’s sexualized violence against women. Staged in Centennial Park, participants walk 1 mile on lakefront path wearing womens heals. Same as past years.</td>
<td>Northwest Center Against Sexual Assault (NWCASA)</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Flying Turkey 5K Run/Walk: 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.</td>
<td>Jet Events, LLC (Eliot Wineberg)</td>
<td>1</td>
<td>High</td>
</tr>
<tr>
<td>Willard School Fun Run: Staged in Centennial Park participants run on the lakefront path - same as last year</td>
<td>Willard School PTA / Dist 65</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Honor the Fallen Walk: 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>Chicago Veterans</td>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>Nichols Sandy McDermott Walkathon: Participants walk on sidewalk from Nichols School to Lakefront; then along the path and back to Nichols. Same as past years.</td>
<td>Nichols School / Dist 65</td>
<td>1</td>
<td>Low</td>
</tr>
</tbody>
</table>

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.