CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, June 24, 2019

Administration & Public Works (A&PW) Committee meets at 6 p.m.
Planning & Development Committee (P&D) meets at 6:45 p.m.
City Council meeting will convene at conclusion of the P&D Committee meeting.

ORDER OF BUSINESS

(I) Roll Call – Begin with Alderman Suffredin

(II) Mayor Public Announcements and Proclamations
     Parks and Recreation Month – July 2019

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

CONSENT AGENDA

(M1) Approval of Minutes of the Regular City Council Meeting of June 10, 2019
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – May 27, 2019 through June 9, 2019 $2,841,400.11
For Action

(A2) Bills List – June 25, 2019 $2,831,992.69
For Action

(A3) Agreement to with Sam Goss & Associates to Provide Services for the Handyman Program
Staff recommends City Council authorize the City Manager to execute an agreement with Sam Goss & Associates (1727 Brummel, Evanston, IL 60202) to provide handyman services for the Handyman Program (RFP 19-17). This agreement will cover the period of July 1, 2019 through December 31, 2019. Funding will be provided from the Affordable Housing Fund (Account 250.21.5465.63095) with a budget of $20,000.
For Action

(A4) Agreement with Azavar Audit Solutions, Inc for Sales and Utility Tax Revenue Audits
Staff recommends City Council authorize a new agreement with Azavar Audit Solutions, Inc. (Azavar) to provide auditing services related to Sales Tax and Utility Tax revenues. The City is currently paying Azavar a monthly amount of $915 as an incremental share of electric and gas tax revenues. Additional revenues shared with Azavar will be 45% of the increment for 36 months compared to 45% of the increment for 60 months. This will help the City retain incremental revenues after 3 years.
For Action
(A5) **Contract Award with Spring City Electrical Manufacturing for Tallmadge**

<table>
<thead>
<tr>
<th>Street Light Poles and Fixtures</th>
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<tr>
<td>Staff recommends that the City Council authorize the City Manager to execute a 10-year contract with Spring City Electrical Manufacturing (One South Main Street, Spring City, PA) for the single-source supply of Tallmadge Street Light Poles and Luminaire Fixtures. The cost of the contract through 12/31/2020 will be $177,598. Funding through 2020 will be from the Capital Improvement 2019 and 2020 General Obligation Bonds in the amount of $177,598. A detailed summary of the funding is included in the corresponding transmittal memorandum.</td>
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For Action

(A6) **Sole-source Renewal of Dell Pro Support**

Staff recommends City Council authorize the sole-source renewal of Pro Support from Dell Technologies (1 Dell Way, Round Rock, TX 78682) in the amount of $27,598.12. This renewal purchase enables the City to maintain support plans for critical IT infrastructure. Funding is provided by the IT Division’s Computer License and Support Account (100.19.1932.62240) which has a 2019 budget of $550,000 and a current balance of $164,829.03. The account balance will be $137,230.91 after this purchase is complete.

For Action

(A7) **Resolution 61-R-19, Updating the Investment Policy**

Staff recommends City Council adoption of Resolution 61-R-19 updating investment policy related to the allowable investment products.

For Action

(A8) **Resolution 62-R-19, Approving Settlement in Lindstrom v. City of Evanston**

Staff recommends City Council adoption of Resolution 62-R-18 authorizing the City of Evanston ("City") to issue a settlement payment pursuant to a settlement agreement and release in Cecilia Lindstrom v. City of Evanston (Case No. 1:17-cv-07719). Funding will be provided from the Insurance Fund - Settlement Costs – Liability (Account 605.99.7800.62260).

For Action

Staff recommends City Council adoption of Resolution 63-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in *R.J. O’Neil Inc. v. City of Evanston, et al.* (Case No. 18-CH-15227). Funding will be provided from the Construction Fund – Fountain Square Project (Account 415.40.4217.65515 – 516004).

**For Action**

(A10) **Ordinance 62-O-19, Amending Portions of City Code to Institute Building Permit Cancellation Fee Schedule**

Staff recommends adoption of Ordinance 62-O-19, amending portions of Ordinance 136-O-18 Permit Fee Schedule to assess a cancellation fee to all building permit cancellations resulting in a refund request. Cancellation fee will be $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Funding will be provided from the Fee Revenue to Building and Inspection Services – Building Permits (Account 100.21.2126.52080).

**For Introduction**

(A11) **Ordinance 61-O-19, Amending Portions of City Code Regarding the City of Evanston Occupation of Public Way Permit Fee Schedule**

Staff recommends adoption of Ordinance 61-O-19, amending portions of City Code Chapter 2 - Streets, Sidewalks and Public Ways to assess a cancellation fee to all Occupation of Public Way permit cancellations resulting in a refund request. Occupation of Public Way permit types are Right of Way, Sidewalk Cafe, Moving Vehicle Parking and Storage Container. The cancellation fee will be $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Funding will be provided from Fee Revenue to Public Works Agency - Occupation of Public Way Permits (Account 100.40.4105.52126).

**For Introduction**

(A12) **Resolution 59-R-19, Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC**

Staff requests City Council receive and file Resolution 59-R-19 “Authorizing the City Manager to Amend the Contract for the Sale of City-Owned Real Property Located at 1714-20 Chicago Avenue, Evanston, Illinois.” Staff seeks direction from City Council on potential future development efforts for this property. *This item was held at the June 10, 2019 City Council Meeting.*

**For Action**
(A13) **Ordinance 51-O-19, Approval to Amend City Code 3-4-6 “Classification and License Fees” to Create a New Class R-1 Liquor License**  
The Liquor License Commissioner recommends City Council adoption of Ordinance 51-O-19, amending City Code 3-4-6 “Classification and License Fees” to add Class R-1 to the Liquor Code to allow for alcoholic beverage sales at Welsh-Ryan arena.  
For Action

(A14) **Ordinance 56-O-19, Approval to Amend City Code Section 3-4-6 by Creating a New Class P-5 Liquor License**  
The Liquor License Commissioner recommends City Council adoption of Ordinance 56-O-19, amending City Code Section 3-4-6 by creating a New Class P-5 Liquor License which permits alcohol manufacturers to produce more alcohol than is currently permitted under the class P craft distillery license (30,000 gallons).  
For Action

(A15) **Ordinance 57-O-19, Approval to Amend City Code Section 3-4-6 by Amending the Class J and P-2 Liquor Licenses**  
The Liquor License Commissioner recommends City Council adoption of Ordinance 57-O-19, amending City Code Section 3-4-6 by amending the Class J and P-2 Liquor Licenses for brewpub operators and craft brewers. The amendments permit the off-site production of alcohol for sale on-site; the sale of beer and cider manufactured by other brewers for on-site consumption; and the sale of individual bottles of beer that are greater than 375 ml.  
For Action

**PLANNING AND DEVELOPMENT COMMITTEE**

(P1) **Ordinance 64-O-19, Major Zoning Relief for a Curb Cut and Driveway to the Street at 2650 Sheridan Road – Variations in the R1 District**  
The Zoning Board of Appeals and staff recommend denial of Ordinance 64-O-19 authorizing a major variation to establish a curb cut and driveway from the street frontage (Sheridan Rd.) on a newly subdivided property with alley access in the R1 Single Family Residential District. The property currently features a single family residence with a curb cut and driveway from the street frontage. The existing single family residence will be demolished and a new residence will be constructed. The proposal does not meet the Standards for Variation, specifically the proposal is not keeping with the intent of the Zoning Ordinance, does not have a hardship or practical difficulty peculiar to the property, is based upon a desire to extract additional income from the property, and is not limited to the minimum change necessary.  
For Introduction
(P2) Ordinance 54-O-19, Amending Various Parts of Title 6, “Zoning,” of the Evanston City Code To Conform with the City of Evanston Inclusionary Housing Ordinance – Zoning Text Amendment

The Plan Commission and staff recommend adoption of Ordinance 54-O-19, amending various parts of Title 6, “Zoning,” of the Evanston City Code to conform with the City of Evanston Inclusionary Housing Ordinance to revise density and parking bonuses established by the City of Evanston’s revised Inclusionary Housing Ordinance (IHO), 107-O-18.

For Introduction

(P3) Ordinance 65-O-19, Extending the Time for Applicant to Obtain a Building Permit to Construct the Planned Development at 100 and 128-132 Chicago Avenue

Staff recommends adoption of Ordinance 65-O-19 to extend the time for commencement of construction of the Planned Development at 100 and 128-132 Chicago Avenue, originally approved on June 26, 2018. The Ordinance would grant a one-year extension for building permit issuance to June 24, 2020.

For Introduction

(PD1) Elgin Road Pilot

Alderman Fiske proposes a pilot to evaluate the temporary closure of Elgin Road between Emerson Street and Orrington Avenue. The purpose of this pilot is to consider the potential benefits of restoring the original street grid system at the northern edge of the downtown business district. Staff seeks further direction from the Planning and Development Committee. If the Committee directs staff to study this area, then a complete evaluation of vehicular turning and detour ability needs further review before initiating a pilot.

For Discussion

HUMAN SERVICES COMMITTEE

(O1) Resolution 46-R-19, Designating the Portion of Florence Avenue between Lake Street and Greenwood Street with the Honorary Street Name Sign, “Ernest W. Jackson Way”

The Parks, Recreation and Community Services Board recommend adoption of Resolution 46-R-19, designating the portion of Florence Avenue between Lake Street and Greenwood Street with the Honorary Street Name Sign, “Ernest W. Jackson Way.” Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate total cost to create all three signs is $200. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Public Service Bureau - Traffic Operations Materials Fund (Account 100.40.4520.65115) which has a fiscal year 2019 budget of $58,000 and a year to date balance of $40,000.

For Action
APPOINTMENTS

(APP1) Affordable Housing Plan Steering Committee - Corina Boeckeler
Corina Boeckeler, a building energy specialist and architectural designer at SAS Architects and Planners, has extensive professional experience in master planning and feasibility construction. She has worked with community members and decision makers to formulate strategies for phased developments and to assess current and future housing needs. She holds a master’s degree in Architecture from the University of Illinois.

Affordable Housing Plan Steering Committee - Stephanie Gerberding
Stephanie Gerberding is a licensed clinical social worker and Senior Care Advisor for Care.com, where she provides information and referral services to family caregivers and seniors seeking support. As a health social worker, Stephanie helped address housing issues faced by patients and worked with community resources to meet their needs. She is a resident of Community Partners for Affordable Housing. Stephanie received a B.A. in Sociology from DePaul University and a master’s degree in Social Work from Loyola University of Chicago.

Arts Council - James Deeb
James Deeb is an Evanston artist with over 30 years of experience in the field. He has taught, exhibited, and curated art in a variety of different mediums, and is the owner of RFN Studios. James holds a B.A. from Indiana University at South Bend and a Masters of Fine Arts from Western Michigan University.

Environment Board - Caroline Peyer
Caroline Peyer has eight years of experience in environmental consulting, greenhouse gas emissions accounting, and resource management. Most recently, she worked as a Project Manager at myclimate, a leading Swiss non-profit organization committed to climate protection. Caroline holds a Masters in Environmental Engineering from ETH Zurich, one of the world’s leading universities in science and technology.

Environment Board - Michelle Redfield
Michelle Redfield has been an Evanston resident for 30 years and has spent her time working in environmental protection, safety and environmental compliance, and environmental program management. Michelle is the Director for Environment, Safety, and Sustainability for Schneider Electric, and is also a member of the board of the National Association of Environmental Management. She holds a B.S. in Environmental Engineering from Northwestern University.
**Equity and Empowerment Commission - Max Weinberg**
Max Weinberg is the principal of Lincolnwood Elementary School in Evanston, and has been working professionally towards equity in schools since serving as a member of Teach for America Corps in 2000. Throughout his career, Max has advocated for meaningful learning opportunities for historically underserved families, working in schools in South Bronx and Harlem in New York City, and on Chicago’s south and west sides through the University of Chicago’s Urban Teacher Education Program. He holds a B.A. in English and American Literature, an M.S. in Administration & Supervision, an M.S. in Elementary Education, and is currently working towards a PhD in Educational Leadership.

**Housing & Homelessness Commission - Kathy Feingold**
Kathy Feingold has more than 20 years of experience in community development. She currently serves as Senior Loan Officer at Community Investment Corporation, a non-profit organization working to preserve affordable housing in the Chicago area. As an urban planner with experience in the public and private sectors, Kathy is deeply knowledgeable about zoning implications, transportation and traffic issues, density concerns, and other issues that arise with affordable housing projects. She holds a Masters of Urban Planning and Policy and a Certificate in Real Estate Finance.

**Housing & Homelessness Commission - Neda Nozari**
Neda Nozari is a civil rights attorney focusing on fair housing and foreclosure mitigation. Prior to starting her private legal practice in Evanston, Neda served as a staff attorney and as Director of Fair Housing at Open Communities, a non-profit that promotes housing, economic and social justice in north suburban Chicago. She holds a bachelor's degree in Political Science from Northwestern University and a J.D. from The John Marshall Law School.

**Public Safety Civil Service Commission - Steve Lemieux-Jordan**
Steve Lemieux-Jordan is a longtime Evanston resident and the owner of Evanston Photographic Studios. Steve is an active member of the board of the Evanston Police & Fire Foundation and is the civilian coordinator for Evanston’s Community Emergency Response Team (CERT). He is a graduate of both the Citizen Police Academy and Citizen Fire Academy programs in Evanston.

**Public Safety Civil Service Commission - Diane Petersmarck**
Diane Petersmarck is a 23-year resident of Evanston and a member of Evanston’s Citizen Fire Academy Alumni Association. Diane volunteers her time at the Symphony of Evanston, where she works with residents suffering from dementia, and she is a member of the Board of Trustees for the Sherman Garden Apartments Co-operative Trust. Previously, Diane served on the Citizens Advisory Board for NorthShore University HealthSystem’s Center for Brain Health. She holds a bachelor's degree in Sociology.
Public Safety Civil Service Commission - Fred Tanenbaum
Fred Tanenbaum is a retired pharmacist and former Deputy Chief of Skokie Civil Defense. He is a proud graduate of Evanston’s Citizen Police Academy and Citizen Fire Academy programs, a member of the Community Emergency Response Team (CERT), and a board member of the Evanston Police and Fire Foundation. Fred has lived in Evanston for 12 years.

(APP2)For Reappointment to:
Firefighter’s Pension Board Aleks Granchalek
Library Board Adam Goodman

For Action

(VII) 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)}

(VIII) Executive Session

(IX) Adjournment

MEETINGS SCHEDULED THROUGH JULY 2019
Upcoming Aldermanic Committee Meetings

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<tr>
<th>Date</th>
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<td>6/26/2019</td>
<td>6:00 PM</td>
<td>Transportation and Parking Committee</td>
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<td>Human Services Committee</td>
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<td>Housing &amp; Community Development Act Committee</td>
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<td>Minority Women &amp; Evanston Business Enterprise Development Committee</td>
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<td>Economic Development Committee</td>
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Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
# REGULAR CITY COUNCIL MEETING

**CITY OF EVANSTON, ILLINOIS**  
**LORRAINE H. MORTON CIVIC CENTER**  
**JAMES C. LYTLE COUNCIL CHAMBERS**  
**Monday, June 10th, 2019**

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<td>Alderman Fiske</td>
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<td>Alderman Braithwaite</td>
<td>Alderman Rainey</td>
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<td>Alderman Wilson</td>
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<td>Alderman Rue Simmons</td>
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<td>Mayor Stephen Hagerty</td>
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Mayor’s Public Announcements

Mayor Hagerty Announcements and Proclamation:

- LGBTQ Pride Month – June 2019

Announced the passing of Leon G. Robinson Jr., Steve Mullins, Betty Ann Papangelis and Patricia Telles-Irvin.

City Manager’s Public Announcements

City Manager Wally Bobkiewicz introduced John Thompson and Shenicka Hohenkirk.

City Clerk’s Communications

City Clerk had no announcements

Public Comment

Harris Miller  Doesn't want FOIA (Freedom of Information Act) to be handled by the Legal or Police Department. The proposal to designate additional FOIA Officers did not allow ample time for residents to meet and discuss the issue. Asked City Council to make City Clerk Reid the sole FOIA Officer. Asked City Council to oppose Resolution 59-R-19.

Amy Kurson  Said an extension of purchase and sale agreement for the City-Owned property at 1714-20 Chicago Avenue is not warranted. The developer proposed building plans were rejected previously by City Council and other Committees. Urged City Council to reject the proposed extension.

Marge Gambow  She is a Board Member of the Woman’s Club of Evanston who opposed the project at 1714-20 Chicago Ave. Believes the project is not proper for the area it’s located in. Hopes City Council will vote against an extension of the sale.

Alex Morgan  Voiced his support for Resolution 58-R-19 and hopes City Council will support the resolution unanimously.
Alyce Barry urged City Council to adopt Resolution 58-R-19 unanimously. Stated the resolution will empower individuals to follow the rules that promote inclusion. Wants to live in a city which doesn’t hurt but help people by design.

Elliot Zashin voiced his support for Resolution 58-R-19.

Sarah Schastok stated there wasn’t a basis to grant developers additional time and the proposed development at the Evanston Library parking lot should be denied. Said the developers have not address concerns raised by Design and Project Review (DAPR) or the Plan Commission.

Vicki Burke asked City Council to vote against Resolution 59-R-19. Stated that the developers have had two extensions and have done nothing.

Mike Vasilko requested Ald. Braithwaite make a motion to reconsider the appointment of additional FOIA Officers during the last City Council meeting. Said there was no proper notice given to residents, supporting evidence to warrant additional officers and procedures to place the item on the agenda wasn’t properly followed. Believes the motive was purely political and vindictive. Would like to see the vote reconsidered and the proper procedures followed. Lastly, he spoke against 59-R-19.

Sarah Vanderwicken is a member of the Unitarian Church of Evanston who is part of a team that helps people understand the issues of racial equity and justice. Spoke about different workshops and events that help members understand the topic by viewing the issues through an equity lens. Asked City Council to pass Resolution 59-R-19 and understand and accept it will require challenges and change.

Misty Witenberg responded to comments previously made by City Council members.

Darlene Cannon believes the resolution to end structural racism in Evanston will not have any impact in the community if there is no action implemented. Claimed there was systemic oppression towards Clerk Reid on behalf of the City Council.

Holly Hoffman talked about Resolution 58-R-19.

Michelle Hays spoke on Resolution 58-R-19.

Rina Campbell spoke on Resolution 58-R-19. Stated a part of being committed to ending structural racism in Evanston is to listen to the voices of constituents and their needs.

Evelyn McGowan spoke about the Robert Crown Center and the proposed
Trisa Connely  
Shared her suggestions on how to fight discrimination in Evanston.

Carl Klein  
Would like to see City Council to have a discussion on Resolution 59-R-19. Asked City Council to vote against the resolution and not grant a third extension to the developers.

Allie Harned  
Stated that the video for the Robert Crown project did not constitute a community meeting. Said that civil disobedience happens when people feel disrespected. Talked about FOIA and holding government entities to transparency.

Chris Chavoustie  
Voiced his support for the proposed climbing gym at 2222 Oakton Street. Said climbing gyms are mentally and physically stimulating environments with a supporting communities.

Yvi Russell  
Called for Ald. Braithwaite and Ald. Revelle to make a motion to reconsider Resolution 57-R-19. Said that denial of access to information is dangerous to totalitarian precedent.

Joseph Accardo  
Voiced his support for the proposed climbing gym at 2222 Oakton Street.

Adrien Seitz  
Voiced her support for the proposed climbing gym at 2222 Oakton Street. Said it provides a source of community and fun activities.

Debbie Adamson  
Said a climbing facility will bring revenue to the community. The facility is looking to partner with local vendors during competition.

Kiera Kelly  
Urged City Council to vote in favor of the racial equity proposal and to vote against the third extension for developers for the library parking lot.

Elizabeth Hubbard  
Voiced her support for the proposed climbing gym at 2222 Oakton Street. Said her and her family travel to neighboring communities because Evanston does not currently offer any of the outdoor activities such as rock climbing. Would like City Council to pass this proposal so her family can spend their money in Evanston.

Ray Friedman  
Asked City Council to reconsider their vote of appointing additional FOIA Officers. Said Cler Reid should be the only FOIA Officer, as this is one of the reasons why he was elected by residents.

Jeanne Barclay  
Shared her opposition on granting an extension for the developers of the library parking lot. Said she has yet to speak with an Evanston resident who supports the proposed development. She also supports the proposed development of a climbing gym. Said it would bring
taxable income, as well as business to Evanston.

Bennet Johnson  Stated 57-R-19 is an example of hypocrisy and claims it denies FOIA duties to City Clerk Reid, as it relates to equity. Robert Crown, Harley Clarke and other projects are examples he believes are instances of exclusion of equity. Wants City Council to focus on the needs and concerns of residents.  

Beth Stare  Said she has not witnessed any angry citizens during public comments. Didn’t appreciate the comparison to active shooters and fears for the safety of public comment speakers. Said the resolution to end structural racism will only be meaningful once there are measurable goals and objectives. Would like Resolution 57-R-19 to be repealed because she believes it’s inappropriate to remove the duties of the City Clerk. 

Meg Welch  Voiced her support for a comprehensive affordable housing plan. Asked City Council to consider the structural racism of not having a budget that isn’t followed for projects such as the new Robert Crown Center. 

Caroline Wilkerson  Voiced her support for the proposed climbing gym at 2222 Oakton Street. 

Doreen Price  Stated Resolution 58-R-19 doesn’t cover issues concerning residents and would like to see more concrete action. Referenced the City of Seattle as a guide with tools that could be implemented in Evanston. 

Katie Robinson  Voiced her support for the proposed climbing gym at 2222 Oakton Street. Said it’s a diverse community which includes women empowering other women. Believes it would also bring economical benefits to Evanston. 

William Eason  Expressed his opinion about the appointment of additional FOIA Officers and claims the process was not democratic. Claims City Council engaged in systematic racism. 

Bobby Burns  Shared the story of Anthony Crawford who was murdered in 1916 in connection to a dispute he had with a white man. Following the incident, Mr. Crawford’s family had a deed to show ownership of 400 acres of land owned by Anthony Crawford but were denied. Claims the resolution being presented to help end structural racism doesn’t obligate City Council to take any actions. 

Mary Rosinski  Voiced her support for Clerk Reid. Also shared her views on the proposed liquor license being considered near the university district. Doesn’t want money to be generated at the expense of Evanston neighborhoods.
Rodney Greene  
Talked about the liquor licences being requested by Northwestern. Said the city already has problems with Northwestern during sporting games and claims that adding liquor will only increase those problems. Lastly, he spoke about FOIA and the role of the City Clerk. Said the Clerk has never been a point in time where the City Clerk has been designated the sole FOIA Officer. In his experience as the previous City Clerk, the responsibility was to receive and disburse FOIA requests. Stated he received a phone call from someone who threatened his life if he ever were to present himself at City Council or speak of Clerk Reid again.

Madeline Ducree  
Stated Resolution 53-R-19 is a good beginning in helping recognize the fallen soldiers who have fought in battle. Hoped City Council members will commit to ending structural racism in Evanston. When speaking of Ordinance 37-O-19, she would like to have minority residents living in the 5th Ward an opportunity to purchase the properties. Lastly, she shared her disagreement with the action taken by City Council relating to FOIA.

Special Order of Business

(SP1) Resolution 53-R-19, Designating Eligibility for Memorialization of Service Members on the Fountain Square Memorial Wall

City Council adopted Resolution 53-R-19, "Designating Eligibility for Memorialization of Service Members on the Fountain Square Memorial Wall". This resolution formally adopts requirements to honor fallen Soldiers, Sailors, Marines, Airmen, and Coast Guardsmen from Evanston who lost their lives in combat. Previously, the rules were not formally adopted.

For Action
Passed 9-0

(SP2) Resolution 58-R-19, Commitment to End Structural Racism and Achieve Racial Equity

This resolution is submitted for your consideration and approval to solidify the City Council’s commitment and goal to “Ensure Equity in City Operations.”

For Action
Passed 9-0
Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meeting of May 28, 2019

For Action
Passed 9-0

(A1) Payroll – May 13, 2019 through May 26, 2019 $2,763,534.85

For Action
Approved on Consent Agenda

(A2) Bills List – June 11, 2019 $9,454,785.87

For Action
Approved on Consent Agenda

(A3) BMO Amazon Credit Card Activity – Ending April 25, 2019 $4,752.49

For Action
Passed 8-1-0

Ald. Suffredin abstained

(A4) Contract Award with Capitol Cement Co., Inc. for the 2019 Alley Improvements Contract A

City Council authorized the City Manager to execute a contract for the 2019 Alley Improvements Contract A (Bid No. 19-31) with Capitol Cement Co., Inc. (6231 North Pulaski Road, Chicago, IL 60646) in the amount of $649,604.50. Funding will be provided from the proceeds of the Waste Transfer Station (WTS) Settlement in the amount of $589,604.50 and from the Sewer Fund in the amount of $60,000. A detailed breakdown is included in the corresponding transmittal memo.

For Action
Approved on Consent Agenda

(A5) Replacement of One Public Works Agency Refuse Vehicle

City Council approved the purchase of one (1) replacement refuse vehicle for operations and allocated to the Public Works Agency (Public Services Bureau). The replacement vehicle will be purchased from National Fleet Auto Group, 490 Auto Center Drive, Watsonville, CA 95076 in the amount of $282,697 through the Sourcewell contract. Funding for the vehicles will be from the Solid Waste Fund (Account 520.40.4310.65550) in the amount
of $282,697 which has a budgeted amount of $283,900. This expenditure represents 99.5% of this budgeted amount.

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

**(A6) Change Order No. 2 with Greeley and Hansen, LLC for the Oakton Street Water Supply Connection**

City Council authorized the City Manager to execute Change Order No. 2 to the agreement for the Oakton Street Water Supply Connection with Greeley and Hansen, LLC (100 S. Wacker Drive, Suite 1400, Chicago, IL 60606) to design a bulk water filling station and associated roadway improvements. This will increase the total contract price by $13,200 from the of current contract amount of $233,732 to $246,932. There is no time extension associated with this change order. Funding for design will be provided from the Water Fund (Account 513.71.7330.62145 – 419003), which has a FY 2019 budget of $240,000. Additional funding from the water fund is available from savings on other projects, specifically the 54” Intake Heater Cable Repair which has been delayed until 2020.

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

**(A7) Contract Award with Teska Associates, Inc. for Landscape Architectural and Engineering Services for the Harbert Park Renovation Project**

City Council authorized the City Manager to execute a contract for landscape architectural and engineering services related to the Harbert Park Renovation Project (RFP No. 19-21) with Teska Associates, Inc. (627 Grove Street, Evanston, IL 60201) in the amount of $77,434. Funding will be provided from the 2019 General Obligation Bonds (Account 415.40.4119.65515 – 519001) which has a budget of $120,000, all of which is remaining.

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

**(A8) Resolution 59-R-19, Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC**

Staff requests City Council consideration of Resolution 59-R-19, authorizing the City Manager to amend the contract for the sale of City-owned real property located at 1714-20 Chicago Avenue, Evanston, IL 60201 to Chicago Avenue Partners, LLC. The first amendment to the
contract, executed in July 2018 established an approval period which expires at 5:00 p.m. Central Time on December 12, 2018, the second amendment to the contract executed in December 2018 established an approval period which will expire at 5:00 p.m. Central Time on June 30, 2019.

**For Action**
Item held until June 24, 2019 City Council meeting.

(A9) Resolution 60-R-19, Authorizing the City Manager to Amend the Lease Agreement with the Metropolitan Water Reclamation District of Greater Chicago to Permit Alcohol Sale and Consumption and to Permit Concerts and Festivals on the Golf Course Property, Consent to a Permit for Northwestern Football Parking and Tailgating Events for the 2019 season, and Issue Payment to MWRD for Alleged Unauthorized Uses

City Council adopted Resolution 60-R-19, which authorizes the following actions: (a) amendment to a lease agreement with the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) for the sale and consumption of alcohol on the property and to allow concerts and festivals on the golf course; (b) issuance of payment to MWRD for a default of the lease agreement; (c) consent to a permit to be issued by MWRD to Northwestern University for parking; and (d) enter into a contract with SPACE to host concerts in August 2019 at the golf course and promoted by SPACE.

Motion to amend the Canal Shore annual payment for June 30, 2020 and every year after for June 30.
Passed 9-0

For Action
Passed 7-2
Ald. Fiske and Fleming voted “No”

(A10) Ordinance 51-O-19, Approval to Amend City Code 3-4-6 “Classification and License Fees” to Create a New Class R-1 Liquor License

City Council adopted Ordinance 51-O-19, amending City Code 3-4-6 “Classification and License Fees” to add Class R-1 to the Liquor Code to allow for alcoholic beverage sales at Welsh-Ryan arena.

**For Introduction**
Approved on Consent Agenda
(A11) Ordinance 56-O-19, Approval to Amend City Code Section 3-4-6 by Creating a New Class P-5 Liquor License

City Council adopted Ordinance 56-O-19, amending City Code Section 3-4-6 by creating a New Class P-5 Liquor License which permits alcohol manufacturers to produce more alcohol than is currently permitted under the class P craft distillery license (30,000 gallons).

For Introduction
Approved on Consent Agenda

(A12) Ordinance 57-O-19, Approval to Amend City Code Section 3-4-6 by Amending the Class J and P-2 Liquor Licenses

City Council adopted Ordinance 57-O-19, amending City Code Section 3-4-6 by amending the Class J and P-2 Liquor Licenses for brewpub operators and craft brewers. The amendments permit the off-site production of alcohol for sale on-site; the sale of beer and cider manufactured by other brewers for on-site consumption; and the sale of individual bottles of beer that are greater than 375 ml.

For Introduction
Approved on Consent Agenda

(A13) Ordinance 55-O-19, Decreasing the Number of Class X Liquor Licenses for SV Evanston Family, LLC dba Board & Brush, 802 Dempster Street

City Council adopted Ordinance 55-O-19, amending Evanston City Code Subsection 3-4-6-(X) to decrease the number of Class X Liquor Licenses from one (1) to zero (0) for SV Evanston Family, LLC dba Board & Brush. Staff recommends suspension of the rules for Introduction and Action at the June 10, 2019, City Council Meeting.

For Introduction and Action
Approved on Consent Agenda

(A14) Ordinance 59-O-19, Amending City Code Subsection 3-4-6-(I) to Increase the Number of Class I Liquor Licenses for Lush Wine & Spirits, 2022 Central Street

City Council adopted Ordinance 59-O-19, amending Evanston City Code Subsection 3-4-6-(I) to increase the number of Class I Liquor Licenses from one (1) to two (2) and permit issuance of a Class I license to 2022 Central, LLC d/b/a Lush Wine & Spirits, 2022 Central Street. Alderman Revelle recommends suspension of the rules for Introduction and Action at the June 10, 2019 City Council Meeting.
For Introduction and Action
Approved on Consent Agenda

(A15) Ordinance 60-O-19, Increasing the Number of Class D Liquor Licenses for Ipchila, LLC dba Frida's Breakfast and Lunch, 618 Church Street

City Council adopted Ordinance 60-O-19, amending the number of Class D Liquor Licenses from fifty-four (54) to fifty-five (55) for Ipchila, LLC dba Frida's Breakfast and Lunch, 618 Church Street. Alderman Wilson recommends suspension of the rules for Introduction and Action at the June 10, 2019 City Council Meeting.

For Introduction and Action
Approved on Consent Agenda

(A16) Ordinance 42-O-19, Authorization to Enter into a Real Estate Contract for Sale of City-Owned Real Property at 2222 Oakton Street to Clark Street Real Estate, LLC

City Council adopted Ordinance 42-O-19, “Authorizing the City Manager to Enter into a Real Estate Contract with Clark Street Real Estate, LLC for the Sale of City-Owned Real Property Located at 2222 Oakton Street.” This item was held at the May 28, 2019 City Council meeting. A two-thirds majority of City Council is required to adopt the ordinance.

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

(A17) Ordinance 37-O-19, Authorizing the City Manager to Execute a Sales Contract for City Owned Real Property located at 1824 Emerson Street

City Council adopted Ordinance 37-O-19, authorizing the City Manager to execute a sales contract for City-owned real property located at 1824 Emerson Street to Evanston Township High School District No. 202 (“ETHS”) for affordable housing. A two-thirds majority is required for adoption of this ordinance.

For Action
Approved on Consent Agenda
**Ordinance 48-O-19, Amending the City Code to Establish a 4-Way Stop Control at the Intersection of Brown Avenue and Noyes Street**

City Council adopted Ordinance 48-O-19 by which the City Council would amend Section 10-11-5(D), Schedule V(D) of the City Code to establish a 4-Way Stop Control at the intersection of Brown Avenue and Noyes Street. Funding will be through the General Fund-Traffic Control Supplies (Account 100.40.4520.65115), with a budget of $58,000 for FY 2019.

**For Action**
Approved on Consent Agenda

**Homeless Management Information System (HMIS) Application for Funding**

The Housing and Homelessness Commission and staff recommend approval of a renewal grant in the amount of $20,500 from the Affordable Housing Fund for the Homeless Management Information System (HMIS) to the Alliance to End Homelessness in Suburban Cook County ("The Alliance"). The Alliance receives funding from HUD for HMIS, and has a 20% non-federal match requirement to make full use of this funding. The $20,500 grant from the Affordable Housing Fund will enable the Alliance to access $82,000 in HUD funds. Funding is from the Affordable Housing Fund (Account 250.21.5465.65500). The 2019 Affordable Housing Fund has $21,000 budgeted for HMIS and an uncommitted cash balance of approximately $750,000.

**For Action**
Approved on Consent Agenda

**Resolution 56-R-19, Proposed Re-subdivision of 1424 Dewey Ave**

City Council adopted Resolution 56-R-19 approving the proposed re-subdivision of the property located at 1424 Dewey Avenue.

**For Action**
Approved on Consent Agenda

**Appointment of Christopher Skey to the Utilities Commission**

Christopher Skey is an attorney at Quarles & Brady with over 15 years of experience in the energy field, including work involving competitive energy markets, renewables project development, energy efficiency, and municipal aggregation. He is the recipient of the 2017 Lexology Client Choice Award in the category of Environment & Climate Change. A
25-year resident of Evanston, Christopher volunteers with the District 65 Books & Breakfast program, coaches with the Evanston AYSO soccer program, and serves as a pro bono attorney and counsel for various community organizations. He received both a B.A. in Philosophy and a J.D. from Northwestern University.

For Action
Approved on Consent Agenda

(APP2) For Reappointment:

Housing & Community Development Act Committee          Glenn Mackey
Housing & Community Development Act Committee          Michael Miro
Economic Development Committee                          Hecky Powell

For Action
Approved on Consent Agenda

Call of the Wards

Ward 1: Made a reference to A&PW regarding the dog beach. Wants to know how much revenue was collected from the dog beach, how many families with pets were using it and whether Lincoln Street beach is appropriate location for the dog beach.

Ward 2: Expressed his condolences to the family of Leon G. Robinson. There will be a 2nd Ward meeting on Thursday, June 13 at 7 p.m. hosted at ETHS Day School.

Ward 3: Equity and Empowerment Committee will meet at 6:30 p.m. on June 20. She also sent her condolences to the family of Steve Mullins.

Ward 4: Attended the Robert Crown fundraiser and believes the event raised $140K. There was a new application submitted for 601 Davis Street and there will be a community meeting in early July.

Ward 5: Shared her condolences to the family of Leon G. Robinson. Reminded residents of the graduation party happening in the 5th Ward on Wednesday, June 12 at 6 p.m. followed by the Ward meeting at 8 p.m. Shared her congratulations to Evanston Own it for their fundraising event. Also congratulated Northwestern students for finals weeks and Dillo Day. Lastly, the Equity & Empowerment Commission meeting will be on June 20 from 6:30-8:30 p.m. at the Civic Center in Room 2404.
Ward 6: Said he has been receiving many calls from constituents about the parks in the 6th Ward. Made a referral to the Administration of Public Works for a discussion to purchase better equipment to mow the grass at the parks.

Ward 7: Thanked Northwesterns’ Athletic Department for their Community Outreach Day. There will be a community meeting on Tuesday, June 25 at 6 p.m. at the Welsh-Ryan Arena. There will be a discussion with NU representatives to talk about a proposal to expand the types of uses allowed at Welch Ryan arena.

Ward 8: Thanked neighbors of the 8th Ward for a productive discussion about the 60-unit affordable housing building which will be constructed on the old Dairy Queen lot on Howard St. Also expressed her condolences to the family of Leon G. Robinson.

Ward 9: 5th Ward meeting on Saturday, June 15 starting at 9 a.m. at Reba Place Church.

Adjournment

Mayor Hagerty called a voice vote to adjourn the City Council meeting, and by unanimous vote the meeting was adjourned.
ADMINISTRATION & PUBLIC WORKS COMMITTEE
Monday, June 24, 2019
6:00 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston
James C. Lytle Council Chambers

AGENDA

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JUNE 10, 2019

III. PUBLIC COMMENT

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

(A1) Payroll – May 27, 2019 through June 9, 2019 $2,841,400.11
For Action

(A2) Bills List – June 25, 2019 $2,831,992.69
For Action

(A3) Agreement to with Sam Goss & Associates to Provide Services for the Handyman Program
Staff recommends City Council authorize the City Manager to execute an agreement with Sam Goss & Associates (1727 Brummel, Evanston, IL 60202) to provide handyman services for the Handyman Program (RFP 19-17). This agreement will cover the period of July 1, 2019 through December 31, 2019. Funding will be provided from the Affordable Housing Fund (Account 250.21.5465.63095) with a budget of $20,000.
For Action
(A4) **Agreement with Azavar Audit Solutions, Inc for Sales and Utility Tax Revenue Audits**

Staff recommends City Council authorize a new agreement with Azavar Audit Solutions, Inc. (Azavar) to provide auditing services related to Sales Tax and Utility Tax revenues. The City is currently paying Azavar a monthly amount of $915 as an incremental share of electric and gas tax revenues. Additional revenues shared with Azavar will be 45% of the increment for 36 months compared to 45% of the increment for 60 months. This will help the City retain incremental revenues after 3 years.

**For Action**

(A6) **Sole-source Renewal of Dell Pro Support**

Staff recommends City Council authorize the sole-source renewal of Pro Support from Dell Technologies (1 Dell Way, Round Rock, TX 78682) in the amount of $27,598.12. This renewal purchase enables the City to maintain support plans for critical IT infrastructure. Funding is provided by the IT Division’s Computer License and Support Account (100.19.1932.62340) which has a 2019 budget of $550,000 and a current balance of $164,829.03. The account balance will be $137,230.91 after this purchase is complete.

**For Action**

(A7) **Resolution 61-R-19, Updating the Investment Policy**

Staff recommends City Council adoption of Resolution 61-R-19 updating investment policy related to the allowable investment products.

**For Action**

(A8) **Resolution 62-R-19, Approving Settlement in Lindstrom v. City of Evanston**

Staff recommends City Council adoption of Resolution 62-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in *Cecilia Lindstrom v. City of Evanston* (Case No. 1:17-cv-07719). Funding will be provided from the Insurance Fund - Settlement Costs – Liability (Account 605.99.7800.62260).

**For Action**


Staff recommends City Council adoption of Resolution 63-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in *R.J. O’Neil Inc. v. City of Evanston, et al.* (Case No. 18-CH-15227). Funding will be provided from the Construction Fund – Fountain Square Project (Account 415.40.4217.65515 – 516004).

**For Action**
V. ITEMS FOR CONSIDERATION

(A5) **Contract Award with Spring City Electrical Manufacturing for Tallmadge Street Light Poles and Fixtures**

Staff recommends that the City Council authorize the City Manager to execute a 10-year contract with Spring City Electrical Manufacturing (One South Main Street, Spring City, PA) for the single-source supply of Tallmadge Street Light Poles and Luminaire Fixtures. The cost of the contract through 12/31/2020 will be $177,598. Funding through 2020 will be from the Capital Improvement 2019 and 2020 General Obligation Bonds in the amount of $177,598. A detailed summary of the funding is included in the corresponding transmittal memorandum.

*For Action*

(A10) **Ordinance 62-O-19, Amending Portions of City Code to Institute Building Permit Cancellation Fee Schedule**

Staff recommends adoption of Ordinance 62-O-19, amending portions of Ordinance 136-O-18 Permit Fee Schedule to assess a cancellation fee to all building permit cancellations resulting in a refund request. Cancellation fee will be $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Funding will be provided from the Fee Revenue to Building and Inspection Services – Building Permits (Account 100.21.2126.52080).

*For Introduction*

(A11) **Ordinance 61-O-19, Amending Portions of City Code Regarding the City of Evanston Occupation of Public Way Permit Fee Schedule**

Staff recommends adoption of Ordinance 61-O-19, amending portions of City Code Chapter 2 - Streets, Sidewalks and Public Ways to assess a cancellation fee to all Occupation of Public Way permit cancellations resulting in a refund request. Occupation of Public Way permit types are Right of Way, Sidewalk Cafe, Moving Vehicle Parking and Storage Container. The cancellation fee will be $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Funding will be provided from Fee Revenue to Public Works Agency - Occupation of Public Way Permits (Account 100.40.4105.52126).

*For Introduction*

VI. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

VII. ADJOURNMENT
I. DECLARATION OF A QUORUM: ALDERMAN SUFFREDIN, CHAIR
A quorum being present, Ald. Suffredin called the meeting to order at 6:06 p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JUNE 10, 2019
Ald. Rue Simmons moved to recommend approval of the Minutes of the Regular Meeting of June 10, 2019, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve the Minutes of the June 10, 2019 Meeting.

III. PUBLIC COMMENT
- Hal Sprague, President of Citizens for a Greener Evanston, asked the Committee to hold tonight’s vote on alley improvements for more citizen input.
- Clare Tallen, Watershed Collective, asked the Committee to allow for more public input regarding alley improvements.
- Karl Lienberger, spoke regarding the benefits of Canal Shores to the taxpayers of Evanston including its contributions in golf, ecology and to the community.
- Matt Rooney discussed Canal Shores' financial situation and spoke in support of the agreement.
- Chris Carey discussed the 100 year relationship and unique lease structure between Canal Shores and the City. He stated that Canal Shores abided by all lease rules with respect to alcohol sales and concerts.
- Wendy Pollock asked the Committee to delay action on this item tonight to support the implementation of the Climate Action Resilience Plan (CARP).
- MWRD Commissioner Debra Shore spoke in support of the Canal Shores agreement. She felt that the staff recommendation was fair.
- Christian Sorenson spoke on behalf of MWRD Commissioner Cam Davis in support of the Canal Shores agreement. He also requested delay of item A4.
- Amy Kurson asked the Committee to reject the development and proposal of the library parking lot.
- Mike O’Connor spoke in favor of the Canal Shores agreement.
- Marge Gambus spoke in opposition to the library parking lot extension.
- Vickie Burke asked the Committee to reject the extension of the lease for the library parking lot.
- Sara Schastok asked the Committee to reject the extension of the lease for the library parking lot.

IV. CONSENT CALENDAR

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

(A1) Payroll – May 13, 2019 through May 26, 2019 $2,763,534.85 For Action

(A2) Bills List – June 11, 2019 $9,454,785.87 For Action

(A6) Change Order No. 2 with Greeley and Hansen, LLC for the Oakton Street Water Supply Connection

Staff recommends that the City Council authorize the City Manager to execute Change Order No. 2 to the agreement for the Oakton Street Water Supply Connection with Greeley and Hansen, LLC (100 S. Wacker Drive, Suite 1400, Chicago, IL 60606) to design a bulk water filling station and associated roadway improvements. This will increase the total contract price by $13,200 from the of current contract amount of $233,732 to $246,932. There is no time extension associated with this change order. Funding for design will be provided from the Water Fund (Account 513.71.7330.62145 – 419003), which has a FY 2019 budget of $240,000.00. Additional funding from the water fund is available from savings on other projects, specifically the 54” Intake Heater Cable Repair which has been delayed until 2020. For Action

(A7) Contract Award with Teska Associates, Inc. for Landscape Architectural and Engineering Services for the Harbert Park Renovation Project

Staff recommends that City Council authorize the City Manager to execute a contract for landscape architectural and engineering services related to the Harbert Park Renovation Project (RFP No. 19-21) with Teska Associates, Inc. (627 Grove Street, Evanston, IL 60201) in the amount of $77,434. Funding will be provided from the 2019 General Obligation Bonds (Account 415.40.4119.65515 – 519001) which has a budget of $120,000, all of which is remaining. For Action
Ordinance 57-O-19, Approval to Amend City Code Section 3-4-6 by Amending the Class J and P-2 Liquor Licenses
The Liquor License Commissioner recommends City Council adoption of Ordinance 57-O-19, amending City Code Section 3-4-6 by amending the Class J and P-2 Liquor Licenses for brewpub operators and craft brewers. The amendments permit the off-site production of alcohol for sale on-site; the sale of beer and cider manufactured by other brewers for on-site consumption; and the sale of individual bottles of beer that are greater than 375 ml.

For Introduction

Ordinance 55-O-19, Decreasing the Number of Class X Liquor Licenses for SV Evanston Family, LLC dba Board & Brush, 802 Dempster Street
The Liquor License Commissioner recommends City Council adoption of Ordinance 55-O-19, amending Evanston City Code Subsection 3-4-6-(X) to decrease the number of Class X Liquor Licenses from one (1) to zero (0) for SV Evanston Family, LLC dba Board & Brush. Staff recommends suspension of the rules for Introduction and Action at the June 10, 2019, City Council Meeting.

For Introduction and Action

Ordinance 59-O-19, Amending City Code Subsection 3-4-6-(I) to Increase the Number of Class I Liquor Licenses for Lush Wine & Spirits, 2022 Central Street
The Liquor License Commissioner recommends City Council adoption of Ordinance 59-O-19, amending Evanston City Code Subsection 3-4-6-(I) to increase the number of Class I Liquor Licenses from one (1) to two (2) and permit issuance of a Class I license to 2022 Central, LLC d/b/a Lush Wine & Spirits, 2022 Central Street. Alderman Revelle recommends suspension of the rules for Introduction and Action at the June 10, 2019 City Council Meeting.

For Introduction and Action

Ordinance 60-O-19, Increasing the Number of Class D Liquor Licenses for Ipchila, LLC dba Frida’s Breakfast and Lunch, 618 Church Street
The Liquor License Commissioner recommends City Council adoption of Ordinance 60-O-19, amending the number of Class D Liquor Licenses from fifty-four (54) to fifty-five (55) for Ipchila, LLC dba Frida’s Breakfast and Lunch, 618 Church Street. Alderman Wilson recommends suspension of the rules for Introduction and Action at the June 10, 2019 City Council Meeting.

For Introduction and Action

Ald. Fleming moved to recommend approval of the consent agenda, seconded by Ald. Braithwaite.

The Committee voted unanimously 5-0 to approve the items on the consent agenda.
V. ITEMS FOR CONSIDERATION

(A5) Replacement of One Public Works Agency Refuse Vehicle
Staff recommends City Council approval for the purchase of one (1) replacement refuse vehicle for operations and allocated to the Public Works Agency (Public Services Bureau). The replacement vehicle will be purchased from National Fleet Auto Group, 490 Auto Center Drive, Watsonville, CA 95076 in the amount of $282,697.00 through the Sourcewell contract. Funding for the vehicles will be from the Solid Waste Fund (Account 520.40.4310.65550) in the amount of $282,697.00 which has a budgeted amount of $283,900. This expenditure represents 99.5% of this budgeted amount.

For Action
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a one-year contract extension for Reclamite pavement sealing with Corrective Asphalt Materials in the amount of $50,000, seconded by Ald. Fleming.

At Ald. Braithwaite’s inquiry, Fleet and Facilities Division Manager Sean Ciolek explained that the vehicle is model year 2008 with 250 service visits. To-date the City has spent approximately $409,000 in repairs.

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

(A11) Ordinance 56-O-19, Approval to Amend City Code Section 3-4-6 by Creating a New Class P-5 Liquor License
The Liquor License Commissioner recommends City Council adoption of Ordinance 56-O-19, amending City Code Section 3-4-6 by creating a New Class P-5 Liquor License which permits alcohol manufacturers to produce more alcohol than is currently permitted under the class P craft distillery license (30,000 gallons).

For Introduction
Ald. Fleming moved to recommend City Council adoption of Ordinance 56-O-19, amending City Code Section 3-4-6 by creating a New Class P-5 Liquor License which permits alcohol manufacturers to produce more alcohol than is currently permitted under the class P craft distillery license (30,000 gallons), seconded by Ald. Braithwaite.

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

(A3) BMO Amazon Credit Card Activity – Ending April 25, 2019 $4,752.49

For Action
Ald. Braithwaite moved to recommend City Council approval of the BMO Amazon credit card activity for the period ending April 25, 2019 in the amount of $4,752.49, seconded by Ald. Fleming.

The Committee voted 4-0 with Ald. Suffredin abstaining from approval of the credit card activity.
(A4) **Contract Award with Capitol Cement Co., Inc. for the 2019 Alley Improvements Contract A**

Staff recommends City Council authorize the City Manager to execute a contract for the 2019 Alley Improvements Contract A (Bid No. 19-31) with Capitol Cement Co., Inc. (6231 North Pulaski Road, Chicago, IL 60646) in the amount of $649,604.50. Funding will be provided from the proceeds of the Waste Transfer Station (WTS) Settlement in the amount of $589,604.50 and from the Sewer Fund in the amount of $60,000.00. A detailed breakdown is included in the corresponding transmittal memo.

**For Action**

Ald. Braithwaite moved to recommend City Council authorize the City Manager to execute a contract for the 2019 Alley Improvements Contract A (Bid No. 19-31) with Capitol Cement Co., Inc. in the amount of $649,604.50, seconded by Ald. Fleming.

Ald. Rue Simmons asked to make adjustments to the alley selections to include 5th Ward alleys because they have high priority infrastructure needs. She noted that all the recommended alleys are in the 2nd ward.

Public Works Agency (PWA) Director Dave Stoneback explained that the alleys listed for improvements in 2019 are all in the 2nd ward and 2020 alley improvements are all in the 5th Ward. The City only owns 8 feet of the alley and is in negotiations with Com Ed to widen the alley to 16 feet. There is also no funding this year for the relief sewer extension necessary to properly drain water properly. He discussed the soil conditions in the 5th Ward, which would increase the cost 20-25% higher to install a green alley. Because the soil is made of clay in this part of town, there would be an additional maintenance cost after 7-10 years.

At Ald. Rue Simmons’ inquiry, PWA Director Stoneback explained that it makes economical sense to obtain the easement from Com Ed and complete the alleys when sewer funding is available as well.

Ald. Rue Simmons agreed to move forward with the alleys as listed. She asked for more environmental outreach to residents regarding green alley infrastructure.

Ald. Fleming request a staff memo recapping the CARP recommendations.

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

(A8) **Resolution 59-R-19, Amendment to the Purchase and Sale Agreement for the City-Owned Real Property Located at 1714-20 Chicago Avenue to Chicago Avenue Partners, LLC**

Staff requests City Council consideration of Resolution 59-R-19, authorizing the City Manager to amend the contract for the sale of City-owned real property located at 1714-20 Chicago Avenue, Evanston, IL 60201 to Chicago Avenue Partners, LLC. The first amendment to the contract, executed in July 2018 established an approval period which expires at 5:00 p.m. Central Time on
December 12, 2018, the second amendment to the contract executed in December 2018 established an approval period which will expire at 5:00 p.m. Central Time on June 30, 2019.

For Action
Ald. Braithwaite moved to recommend City Council consideration of Resolution 59-R-19, authorizing the City Manager to amend the contract for the sale of City-owned real property located at 1714-20 Chicago Avenue, Evanston, IL 60201 to Chicago Avenue Partners, LLC, seconded by Ald. Fleming.

Ald. Suffredin noted that the agreement expiration date is June 12, 2019.

The Committee voted 4-1 with Ald. Suffredin opposed to consideration of the resolution.

(A9) Resolution 60-R-19, Authorizing the City Manager to Amend the Lease Agreement with the Metropolitan Water Reclamation District of Greater Chicago to Permit Alcohol Sale and Consumption and to Permit Concerts and Festivals on the Golf Course Property, Consent to a Permit for Northwestern Football Parking and Tailgating Events for the 2019 season, and Issue Payment to MWRD for Alleged Unauthorized Uses
Staff recommends that City Council adopt Resolution 60-R-19, which authorizes the following actions: (a) amendment to a lease agreement with the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) for the sale and consumption of alcohol on the property and to allow concerts and festivals on the golf course; (b) issuance of payment to MWRD for a default of the lease agreement; (c) consent to a permit to be issued by MWRD to Northwestern University for parking; and (d) enter into a contract with SPACE to host concerts in August 2019 at the golf course and promoted by SPACE.

For Action
Ald. Rue Simmons moved to recommend City Council adopt Resolution 60-R-19, which authorizes the following actions: (a) amendment to a lease agreement with the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) for the sale and consumption of alcohol on the property and to allow concerts and festivals on the golf course; (b) issuance of payment to MWRD for a default of the lease agreement; (c) consent to a permit to be issued by MWRD to Northwestern University for parking; and (d) enter into a contract with SPACE to host concerts in August 2019 at the golf course and promoted by SPACE, seconded by Ald. Braithwaite.

Ald. Fleming explained that she cannot justify loaning money to a non-profit after a tough budget season. She did ask for more information on scholarships provided by Canal Shores.

The Committee voted 4-1 with Ald. Fleming opposed to adoption of the resolution.
(A10) **Ordinance 51-O-19, Approval to Amend City Code 3-4-6 “Classification and License Fees” to Create a New Class R-1 Liquor License**

The Liquor License Commissioner recommends City Council adoption of Ordinance 51-O-19, amending City Code 3-4-6 “Classification and License Fees” to add Class R-1 to the Liquor Code to allow for alcoholic beverage sales at Welsh-Ryan arena.

**For Introduction**

Ald. Rainey moved to recommend City Council adoption of Ordinance 51-O-19, amending City Code 3-4-6 “Classification and License Fees” to add Class R-1 to the Liquor Code to allow for alcoholic beverage sales at Welsh-Ryan arena, seconded by Ald. Rue Simmons.

The Committee voted 4-1 with Ald. Suffredin opposed to consideration of the resolution.

VI. **ITEMS FOR DISCUSSION**

VI. **COMMUNICATIONS**

Ald. Fleming asked for a staff memo regarding why water is pooling in resident’s yards.

VII. **ADJOURNMENT**

Ald. Braithwaite moved to adjourn, seconded by Ald. Rue Simmons. The meeting was adjourned at 7:14pm.

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

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

Subject: City of Evanston Payroll and Bills

Date: June 19, 2019

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

Summary:
Payroll – May 27, 2019 through June 9, 2019 $ 2,841,400.11  
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – June 25, 2019 $ 2,831,992.69
General Fund Amount – Bills list $ 412,364.18
Advanced Checks - $ 2,606.03
$ 414,970.21

TOTAL AMOUNT OF BILLS LIST & PAYROLL $ 5,673,392.80

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

Attachments:
Bills List
<table>
<thead>
<tr>
<th>Business Unit</th>
<th>1000 GENERAL FUND</th>
<th>Accounts Payable by G/L</th>
<th>Payment Date Range 06/25/19 - 06/25/19</th>
</tr>
</thead>
</table>

**Department 17 - LAW**

**Business Unit 1705 - LEGAL ADMINISTRATION**

**Account 62130 - LEGAL SERVICES-GENERAL**

- **Sanchez V Wheeling Et Al**
  - Invoice Date: 06/11/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 218.00

**Account 62275 - POSTAGE CHARGEBACKS**

- **Shipping**
  - Invoice Date: 04/24/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 63.36

**Account 62380 - COPY MACHINE CHARGES**

- **Copier Charges**
  - Invoice Date: 05/29/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 296.94

**Department 19 - ADMINISTRATIVE SERVICES**

**Business Unit 1929 - HUMAN RESOURCE DIVISION**

**Account 62160 - EMPLOYMENT TESTING SERVICES**

- **Fingerprinting Services-Accurate Biometrics**
  - Invoice Date: 06/10/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 9,013.00

**Account 62270 - MEDICAL/HOSPITAL SERVICES**

- **Employment Testing-Quest Diagnostics**
  - Invoice Date: 06/12/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 3,432.00

**Account 62274 - TEST ADMINISTRATION**

- **Employment Background Checks-Transunion**
  - Invoice Date: 06/10/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 178.54

**Account 62380 - COPY MACHINE CHARGES**

- **Copier Charges**
  - Invoice Date: 05/29/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 296.94

**Account 62509 - SERVICE AGREEMENTS/ CONTRACTS**

- **Employee Evaluation Software-HR Performance**
  - Invoice Date: 06/10/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 9,009.00

**Account 64505 - TELECOMMUNICATIONS**

- **Communication Charges**
  - Invoice Date: 06/15/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 12,283.71

**Account 65505 - OFFICE SUPPLIES**

- **Office Supplies-Allegra Marketing Print**
  - Invoice Date: 06/10/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 62.00

**Account 65555 - PERSONAL COMPUTER EQUIPMENT**

- **SAAS VPN Device and Installation**
  - Invoice Date: 05/28/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 4,000.00

**Account 65500 - SERVICE AGREEMENTS/ CONTRACTS**

- **Barnacle Release Fees-April 2019**
  - Invoice Date: 06/10/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 3,700.00

**Account 65500 - SERVICE AGREEMENTS/ CONTRACTS**

- **Barnacle Release Fees-March 2019**
  - Invoice Date: 06/10/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 4,650.00

**Account 66500 - CLOTHING**

- **PEO Uniform Patches**
  - Invoice Date: 06/10/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 159.00

**Account 66500 - CLOTHING**

- **Business Unit 1941 - PARKING ENFORCEMENT & TICKETS**
  - Invoice Date: 06/06/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 1,120.50

**Account 66500 - ELECTRICITY**

- **Utilities: ComEd**
  - Invoice Date: 05/29/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 589.34

**Account 66500 - ELECTRICITY**

- **Utilities: ComEd**
  - Invoice Date: 05/31/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 92.81

**Account 66500 - ELECTRICITY**

- **Utilities: ComEd**
  - Invoice Date: 05/29/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 148.34

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/29/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 79.28

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/02/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 41.36

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/02/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 711.20

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/13/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 183.19

**Account 66500 - NATURAL GAS**

- **Business Unit 1941 - PARKING ENFORCEMENT & TICKETS**
  - Invoice Date: 06/06/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 1,120.50

**Account 66500 - ELECTRICITY**

- **Utilities: ComEd**
  - Invoice Date: 05/29/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 589.34

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/02/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 41.36

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/02/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 711.20

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/13/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 183.19

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
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  - Payment Date: 06/25/2019
  - Invoice Amount: 711.20

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/13/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 183.19

**Account 66500 - NATURAL GAS**

- **Utilities: Nicor**
  - Invoice Date: 05/02/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 711.20

**Account 66500 - NATURAL GAS**

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**Department 21 - COMMUNITY DEVELOPMENT**

**Business Unit 2105 - PLANNING & ZONING**

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**Department 2126 - BUILDING INSPECTION SERVICES**

**Account 52080 - BUILDING PERMITS**

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**Account 52145 - ANNUAL SIGN FEES**

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<td>DUPLICATE PAYMENT: ALARM INVOICE AND SIGN FEE</td>
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**Account 62425 - ELEVATOR CONTRACT COSTS**

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<td>Account 62425 - ELEVATOR CONTRACT COSTS</td>
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**Account 62464 - PLUMB, ELEC, PLAN REVIEW SERV**

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**Department 2128 - EMERGENCY SOLUTIONS GRANT**

**Account 67110 - CONNECTIONS FOR THE HOMELESS**

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**Department 22 - POLICE**

**Business Unit 2205 - POLICE ADMINISTRATION**

**Account 62272 - OTHER PROFESSIONAL SERVICES**

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**Account 62360 - MEMBERSHIP DUES**

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**Account 62380 - COPY MACHINE CHARGES**

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**Account 62490 - OTHER PROGRAM COSTS**

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<tr>
<td>BADGES &amp; STARS FOR SHADOW BOXES</td>
<td>03/27/2019</td>
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<td>STAFF &amp; COMMAND GRADUATION LUNCHEON</td>
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**Account 62770 - MISCELLANEOUS**

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<tr>
<td>PETTY CASH - ADMINISTRATION</td>
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**Account 64005 - ELECTRICITY**

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<td>ELECTRIC BILL - CAMERAS</td>
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<td>ELECTRIC BILL - CAMERAS</td>
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**Account 64015 - NATURAL GAS**

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**Account 65005 - OFFICE SUPPLIES**

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**Business Unit 2210 - PATROL OPERATIONS**

**Account 62400 - OTHER PROGRAM COSTS**

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<td>BODY REMOVAL</td>
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**Account 65040 - CLOTHING**

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<td>UNIFORM SHIRTS - DETECTIVE BUREAU (REIMBURSED)</td>
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**Account 65125 - OTHER COMMODITIES**

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<td>PRISONER SUPPLIES</td>
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## CITY OF EVANSTON
### BILLS LIST
#### PERIOD ENDING 06.25.2019

### 100 GENERAL FUND

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- **Payment Method:** **Check**
- **Vendor Invoice Date:** 06/25/19 - 06/25/19
- **Payment Date:** 06/25/19 - 06/25/19
- **Invoice Amount:** 06/25/19 - 06/25/19

### Summary
- **Total Payments:** $933,998
- **Total Invoices:** 38

### Department 22 - FIRE MGT & SUPPORT
- **Business Unit 2305 - FIRE MGT & SUPPORT**
- **Business Unit 62380 - COPY MACHINE CHARGES**
- **Business Unit 149274 - CHICAGO OFFICE TECHNOLOGY GROUP**
- **Account 64015 - NATURAL GAS**
- **Account 100540 - JANITORIAL SUPPLIES**
- **Account 10546 - SUPERIOR INDUSTRIAL SUPPLY**
- **Account 65125 - OTHER COMMODITIES**
- **Account 62225 - BLDG MAINTENANCE SERVICES**
- **Account 2265 - NEIGHBORHOOD ENFORCEMENT TEAM**
- **Account 2240 - POLICE RECORDS**
- **Account 2260 - OFFICE OF ADMINISTRATION**
- **Account 62195 - TRAINING & TRAVEL**
- **Account 65095 - OFFICE SUPPLIES**
- **Account 103883 - OFFICE DEPOT**
- **Account 100940 - NEIGHBORHOOD ENFORCEMENT TEAM**
- **Account 65122 - NARCOTICS ENFORCEMENT EXPENSE**
- **Account 2285 - PROBLEM SOLVING TEAM**
- **Account 2255 - THEATER SERVICES**
- **Account 2220 - POLICE**
- **Account 2265 - NEIGHBORHOOD ENFORCEMENT TEAM**

### Additional Notes
- **Payment Method:** Check
- **Vendor Invoice Date:** 06/25/19 - 06/25/19
- **Payment Date:** 06/25/19 - 06/25/19
- **Invoice Amount:** 06/25/19 - 06/25/19

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| Business Unit 2455 - COMMUNITY HEALTH | **Total** | 4 | **$5,270.05** |

### Department 30 - PARKS, REC. AND COMMUNITY SERV.

| Business Unit 3010 - REC. BUSINESS & FISCAL MGMT | **Total** | 13 | **$7,313.63** |

## Business Unit 3020 - REC GENERAL SUPPORT

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| Business Unit 3020 - REC GENERAL SUPPORT | **Total** | 18 | **$7,949.04** |

## Business Unit 3025 - PARK UTILITIES

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<td>06/25/2019</td>
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| Business Unit 3025 - PARK UTILITIES | **Total** | 4 | **$2,223.04** |

## Business Unit 3030 - CROWN COMMUNITY CENTER

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<tr>
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<tr>
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<td>06/25/2019</td>
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<td><strong>Account 64005 - ELECTRICITY</strong></td>
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<table>
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<td>64015</td>
<td>NATURAL GAS</td>
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<td>06/25/2019</td>
<td>110.42</td>
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<td><strong>Account 64015 - NATURAL GAS</strong></td>
<td><strong>Total</strong></td>
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| Business Unit 3030 - CROWN COMMUNITY CENTER | **Total** | 2 | **$4,461.33** |

## Business Unit 3035 - CHANDLER COMMUNITY CENTER

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| Business Unit 3035 - CHANDLER COMMUNITY CENTER | **Total** | 5 | **$5,566.91** |

## Business Unit 3040 - FLEETWOOD JOURDAIN COM CT

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40 of 276
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<td>15016</td>
<td>D'NEGY</td>
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## CITY OF EVANSTON
### BILLS LIST
#### PERIOD ENDING 06.25.2019

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**Account 65040 - JANITORIAL SUPPLIES Totals**
- 4 invoices, Total: $1,881.61
- Business Unit 3095 - BEACHES Totals
- 9 invoices, Total: $2,494.59

### Business Unit 3095 - CROWN ICE RINK
#### Account 62490 - OTHER PROGRAM COSTS
- 101646 - EMPIRE COOLER SERVICE INC
- 14656 - TIANA WITCHY
- ICE SCRAPER KNIVES MAINTENANCE
  - Invoice Date: 05/31/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 66.93

**Account 62490 - OTHER PROGRAM COSTS Totals**
- 2 invoices, Total: $292.50

### Account 62495 - LICENSED PEST CONTROL SERVICES
- 100310 - ANDERSON PEST CONTROL
- PEST CONTROL MAINTENANCE
  - Invoice Date: 06/03/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 81.37

**Account 62495 - LICENSED PEST CONTROL SERVICES Totals**
- 1 invoice, Total: $81.37

### Account 64005 - ELECTRICITY
- 15016 - DYNEGY
  - UTILITIES-DYNEGY
    - Invoice Date: 06/03/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 10,079.74

**Account 64005 - ELECTRICITY Totals**
- 1 invoice, Total: $10,079.74

### Account 64015 - NATURAL GAS
- 103744 - NICOR
  - UTILITIES: NICOR
    - Invoice Date: 06/02/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 331.25

**Account 64015 - NATURAL GAS Totals**
- 1 invoice, Total: $331.25

### Account 65040 - JANITORIAL SUPPLIES
- 10546 - SUPERIOR INDUSTRIAL SUPPLY
- JANITORIAL SUPPLY
  - Invoice Date: 05/29/2019
  - Payment Date: 06/26/2019
  - Invoice Amount: 983.74

**Account 65040 - JANITORIAL SUPPLIES Totals**
- 2 invoices, Total: $1,053.66

### Account 65050 - BLDG MAINTENANCE MATERIAL
- 13665 - BOTANY BAY CHEMICAL COMPANY
- COOLING TOWER MAINTENANCE
  - Invoice Date: 06/05/2019
  - Payment Date: 06/25/2019
  - Invoice Amount: 2,717.70

**Account 65050 - BLDG MAINTENANCE MATERIAL Totals**
- 1 invoice, Total: $2,717.70

### Account 65055 - OFFICE SUPPLIES
- 103883 - OFFICE DEPOT
  - OFFICE SUPPLIES
    - Invoice Date: 05/20/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 119.78

**Account 65055 - OFFICE SUPPLIES Totals**
- 1 invoice, Total: $119.78

### Business Unit 3100 - SPORTS LEAGUES
#### Account 62495 - LICENSED PEST CONTROL SERVICES
- 100310 - ANDERSON PEST CONTROL
  - PEST CONTROL MAINTENANCE
    - Invoice Date: 06/01/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 55.11

**Account 62495 - LICENSED PEST CONTROL SERVICES Totals**
- 1 invoice, Total: $55.11

### Account 62509 - SERVICE AGREEMENTS/ CONTRACTS
- 102318 - HENRICHS FIRE & SAFETY
  - FIRE EXTINGUISHER CHECK AND SERVICE
    - Invoice Date: 06/13/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 477.75

**Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals**
- 1 invoice, Total: $477.75

### Account 65110 - RECREATION SUPPLIES
- 104567 - SANTO SPORT STORE
  - SOFTBALL SUPPLIES
    - Invoice Date: 05/17/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 852.67

**Account 65110 - RECREATION SUPPLIES Totals**
- 1 invoice, Total: $852.67

### Business Unit 3130 - SPECIAL RECREATION
#### Account 65020 - CLOTHING
- 10549 - EVANSTON IMPRINTABLES
  - STAFF SHIRTS
    - Invoice Date: 06/10/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 305.00

**Account 65020 - CLOTHING Totals**
- 1 invoice, Total: $305.00

**Business Unit 3130 - SPECIAL RECREATION Totals**
- 2 invoices, Total: $515.00

### Business Unit 3215 - YOUTH ENGAGEMENT DIVISION
#### Account 62490 - OTHER PROGRAM COSTS
- 11999 - LAJOS ENTERPRISES CAFE
  - MAYE REIMBURSEMENT
    - Invoice Date: 06/05/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 800.00

**Account 62490 - OTHER PROGRAM COSTS Totals**
- 1 invoice, Total: $800.00

### Account 65050 - CLOTHING
- 16506 - AD-WEAR & SPECIALTY OF TEXAS, INC.
  - SHIRTS FOR RECREATION PROGRAMMING
    - Invoice Date: 05/31/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 325.20

**Account 65050 - CLOTHING Totals**
- 1 invoice, Total: $325.20

**Business Unit 3215 - YOUTH ENGAGEMENT DIVISION Totals**
- 2 invoices, Total: $945.20

### Business Unit 3225 - GIBBS-MORRISON CULTURAL CENTER
#### Account 62490 - OTHER PROGRAM COSTS
- 302377 - NANCE, JONATHAN
  - DJ FOR EVENT
    - Invoice Date: 06/11/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 100.00

**Account 62490 - OTHER PROGRAM COSTS Totals**
- 1 invoice, Total: $100.00

### Account 62505 - INSTRUCTOR SERVICES
- 15877 - ANDRE L LEE
  - CLASS INSTRUCTOR
    - Invoice Date: 06/11/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 40.00

**Account 62505 - INSTRUCTOR SERVICES Totals**
- 1 invoice, Total: $40.00

### Account 62509 - SERVICE AGREEMENTS/ CONTRACTS
- 151986 - CINTAS CORPORATION
  - MONTHLY MAT SERVICE
    - Invoice Date: 06/04/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 35.00

**Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals**
- 1 invoice, Total: $35.00

### Account 65040 - JANITORIAL SUPPLIES
- 10546 - SUPERIOR INDUSTRIAL SUPPLY
  - JANITORIAL SUPPLIES
    - Invoice Date: 05/31/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 464.11

**Account 65040 - JANITORIAL SUPPLIES Totals**
- 1 invoice, Total: $464.11

**Business Unit 3225 - GIBBS-MORRISON CULTURAL CENTER Totals**
- 5 invoices, Total: $703.96

### Business Unit 3605 - ECOLOGY CENTER
#### Account 62380 - COPY MACHINE CHARGES
- 149274 - CHICAGO OFFICE TECHNOLOGY GROUP
  - COPIER CHARGES
    - Invoice Date: 05/29/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 118.78

**Account 62380 - COPY MACHINE CHARGES Totals**
- 1 invoice, Total: $118.78

### Account 62495 - LICENSED PEST CONTROL SERVICES
- 100310 - ANDERSON PEST CONTROL
  - MONTHLY PEST CONTROL
    - Invoice Date: 06/02/2019
    - Payment Date: 06/25/2019
    - Invoice Amount: 84.12

**Account 62495 - LICENSED PEST CONTROL SERVICES Totals**
- 1 invoice, Total: $84.12
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<th>Account</th>
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Account 65115 - TRAFFIC CONTROL SUPPLI Totals 3 $19,054.04 38 $566,094.59
Business Unit 4520 - TRAFFIC SIG & ST LIGHT MAINT Totals 4 $19,089.92
Department 40 - PUBLIC WORKS AGENCY Totals 38 $566,094.59

Fund 100 - GENERAL FUND Totals 339 $412,364.18

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### CITY OF EVANSTON

**BILLS LIST**

**PERIOD ENDING 06.25.2019**

#### 175 GENERAL ASSISTANCE FUND

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**Department** 24 - HEALTH

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**Fund** 175 - GENERAL ASSISTANCE FUND

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## CITY OF EVANSTON
### BILLS LIST
### PERIOD ENDING 06.25.2019

### 176 HEALTH AND HUMAN SERVICES

#### Accounts Payable by G/L Distribution Report
Payment Date Range 06/25/19 - 06/25/19

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<td>WORLDPOINT ECC, INC.</td>
<td>05/28/2019</td>
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<td>1.76</td>
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**Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals**

<table>
<thead>
<tr>
<th>Account Description</th>
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</thead>
<tbody>
<tr>
<td>100987 - CHICAGO COMMUNICATIONS, LLC.</td>
<td>1,060.80</td>
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<tr>
<td>100987 - CHICAGO COMMUNICATIONS, LLC.</td>
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<td>103536 - MOTOROLA SOLUTIONS, INC.</td>
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<td>103536 - MOTOROLA SOLUTIONS, INC.</td>
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**Account 65085 - MINOR EQUIPMENT & TOOLS Totals**

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<tr>
<td>149416 - AT &amp; T</td>
<td>210.01</td>
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**Account 64505 - TELECOMMUNICATIONS Totals**

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<tr>
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<tr>
<td>104309 - RCM &amp; ASSOCIATES</td>
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**Account 65625 - FURNITURE & FIXTURES Totals**

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<tbody>
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<td>276167 - WORLDPOINT ECC, INC.</td>
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**Fund 205 - EMERGENCY TELEPHONE (E911) FUND Totals**

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<thead>
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<th>Account Description</th>
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<tbody>
<tr>
<td>Fund 205 - EMERGENCY TELEPHONE (E911) FUND</td>
<td>$22,311.38</td>
</tr>
<tr>
<td>Vendor Description</td>
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<tr>
<td>-----------------------------------------------------------------------------------</td>
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<tr>
<td>Fund 215 - CDBG FUND</td>
<td>2ND DISBURSEMENT FOR CDBG PUBLIC FACILITY PROJECT</td>
</tr>
<tr>
<td>Account 62946 - REBA REPLACE EARLY LEARNING CENTER</td>
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<tr>
<td>Business Unit 5275 - PUBLIC FACILITIES</td>
<td>Account 62946 - REBA REPLACE EARLY LEARNING CENTER Totals</td>
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<tr>
<td>Department 21 - COMMUNITY DEVELOPMENT</td>
<td>Business Unit 5275 - PUBLIC FACILITIES Totals</td>
</tr>
<tr>
<td>Fund 215 - CDBG FUND Totals</td>
<td>Department 21 - COMMUNITY DEVELOPMENT Totals</td>
</tr>
<tr>
<td></td>
<td>Fund 215 - CDBG FUND Totals</td>
</tr>
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### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 06.25.2019**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
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<tbody>
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<td>279468 - TEPIC LANDSCAPING, INC.</td>
<td>CARRYING COSTS-LAWN MAINT. VACANT LOTS</td>
<td>06/13/2019</td>
<td>06/25/2019</td>
<td>400.00</td>
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**Fund 250 - AFFORDABLE HOUSING FUND**

**Department 21 - COMMUNITY DEVELOPMENT**

**Business Unit 5005 - NSP-GENERAL ADMINISTRATION**

Account 62489 - SITE MAINTENANCE

<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARRYING COSTS-LAWN MAINT. VACANT LOTS</td>
<td>06/13/2019</td>
<td>06/25/2019</td>
<td>400.00</td>
</tr>
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</table>

**Account 62489 - SITE MAINTENANCE Totals**

| Business Unit 5005 - NSP-GENERAL ADMINISTRATION Totals | 1 | $400.00 |

**Business Unit 5465 - AFFORDABLE HOUSING**

Account 62490 - OTHER PROGRAM COSTS

<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEGAL SERVICES-NO CASH BID PROPERTIES</td>
<td>06/07/2019</td>
<td>06/25/2019</td>
<td>1,680.00</td>
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</table>

**Account 62490 - OTHER PROGRAM COSTS Totals**

| Business Unit 5465 - AFFORDABLE HOUSING Totals | 1 | $1,680.00 |

**Department 21 - COMMUNITY DEVELOPMENT**

Account 62490 - OTHER PROGRAM COSTS

<table>
<thead>
<tr>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEGAL SERVICES-NO CASH BID PROPERTIES</td>
<td>06/07/2019</td>
<td>06/25/2019</td>
<td>1,680.00</td>
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**Account 62490 - OTHER PROGRAM COSTS Totals**

| Department 21 - COMMUNITY DEVELOPMENT Totals | 2 | $2,080.00 |

**Fund 250 - AFFORDABLE HOUSING FUND Totals**

<table>
<thead>
<tr>
<th>Accounts Payable by G/L Distribution Report</th>
<th>Payment Date Range 06/25/19 - 06/25/19</th>
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</thead>
<tbody>
<tr>
<td>Fund 250 - AFFORDABLE HOUSING FUND Totals</td>
<td></td>
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</tr>
<tr>
<td>Department 21 - COMMUNITY DEVELOPMENT Totals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Unit 5005 - NSP-GENERAL ADMINISTRATION Totals</td>
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<td>$400.00</td>
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<tr>
<td>Business Unit 5465 - AFFORDABLE HOUSING Totals</td>
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<tr>
<td>Department 21 - COMMUNITY DEVELOPMENT Totals</td>
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<td>$2,080.00</td>
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<tr>
<td>Vendor</td>
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<tr>
<td>--------</td>
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<tr>
<td>101086 - CLARK DIETZ, INC.</td>
<td>CHANDLER-NEWBERGER CENTER HVAC&amp;ELECTRICAL IMPROVEMENTS</td>
<td>05/08/2019</td>
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<tr>
<td>176213 - TESKA ASSOCIATES, INC.</td>
<td>GARDEN PARK RENOVATIONS - CONSULTING AWARD</td>
<td>05/23/2019</td>
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<tr>
<td>100941 - CENTRAL RUG &amp; CARPET CO.</td>
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<tr>
<td>101031 - CHICAGOLAND PAVING CONTRACTORS, INC.</td>
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<tr>
<td>14726 - COPENHAVER CONSTRUCTION</td>
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<td>06/11/2019</td>
</tr>
<tr>
<td>14726 - COPENHAVER CONSTRUCTION</td>
<td></td>
<td>06/11/2019</td>
</tr>
<tr>
<td>16591 - R.J. O'NEIL, INC.</td>
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<td>06/11/2019</td>
</tr>
<tr>
<td>101031 - CHICAGOLAND PAVING CONTRACTORS, INC.</td>
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<td>06/06/2019</td>
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<tr>
<td>101031 - CHICAGOLAND PAVING CONTRACTORS, INC.</td>
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<td>06/06/2019</td>
</tr>
<tr>
<td>15273 - ZIONS BANK</td>
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<td>05/06/2019</td>
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<tr>
<td>101031 - CHICAGOLAND PAVING CONTRACTORS, INC.</td>
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<td>06/06/2019</td>
</tr>
<tr>
<td>15273 - ZIONS BANK</td>
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<td>05/06/2019</td>
</tr>
<tr>
<td>100941 - CENTRAL RUG &amp; CARPET CO.</td>
<td>LEVY CENTER LIBRARY MILLWORK PROJECT</td>
<td>05/13/2019</td>
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<tr>
<td>11508 - TERRA ENGINEERING, LTD</td>
<td>EMERSON ST TRAFFIC SIGNALS ENGINEERING SERVICE</td>
<td>06/10/2019</td>
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<tr>
<td>171019 - CHRISTOPHER B. BURKE ENGINEERING, LTD.</td>
<td>FOUNTAIN SQUARE RENOVATIONS</td>
<td>05/06/2019</td>
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<tr>
<td>104927 - STANLEY CONSULTANTS INC.</td>
<td>CENTRAL ST BRIDGE PHASE II ENGINEERING SRVS RESOLUTION</td>
<td>05/28/2019</td>
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<tr>
<td>106648 - DEVONTRY LLC</td>
<td>LEVY CENTER LIBRARY MILLWORK PROJECT</td>
<td>05/13/2019</td>
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<tr>
<td>11508 - TERRA ENGINEERING, LTD</td>
<td>EMERSON ST TRAFFIC SIGNALS ENGINEERING SERVICE</td>
<td>06/10/2019</td>
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<tr>
<td>104927 - STANLEY CONSULTANTS INC.</td>
<td>CENTRAL ST BRIDGE PHASE II ENGINEERING SRVS RESOLUTION</td>
<td>05/28/2019</td>
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</table>

**Business Unit 4118 - 2018 GO BOND CAPITAL**

**Account 62145 - ENGINEERING SERVICES**

- Account 62145 - ENGINEERING SERVICES Totals: 1
- Business Unit 4117 - 2017 GO BOND ISSUANCE Totals: 1

**Account 65515 - OTHER IMPROVEMENTS**

- Account 65515 - OTHER IMPROVEMENTS Totals: 1
- Business Unit 4118 - 2018 GO BOND CAPITAL Totals: 2

**Account 62716 - BOND ISSUANCE COSTS**

- 2019AB GENERAL OBLIGATION BOND COUNSEL FEE: 06/10/2019, 06/25/2019, $9,597.13
- 324323 - FITCH RATINGS, INC.: 2019AB GENERAL OBLIGATION BOND RATING FEE: 05/29/2019, 06/25/2019, $8,097.59
- 15273 - ZIONS BANK: 2019AB GENERAL OBLIGATION BOND PAYING AGENT FEE: 06/10/2019, 06/25/2019, $359.90

**Business Unit 4217 - 2017 CIP OTHER FUNDING SOURCE**

- Account 65515 - OTHER IMPROVEMENTS Totals: 2
- Business Unit 4119 - 2019 GO BOND CAPITAL Totals: 6

**Account 65515 - OTHER IMPROVEMENTS**

- 101031 - CHICAGOLAND PAVING CONTRACTORS, INC.: POSTCARD NOTICES FOR RIDGE/GREENWOOD ADA: 05/31/2019, 06/25/2019, $32.20
- 14726 - COPENHAVER CONSTRUCTION: SETTLEMENT 2 (FUNDS WITHHELD): 06/11/2019, 06/25/2019, $69,700.00
- 16591 - R.J. O'NEIL, INC.: SETTLEMENT: 06/11/2019, 06/25/2019, $65,000.00

**Account 65515 - OTHER IMPROVEMENTS**

- Account 65515 - OTHER IMPROVEMENTS Totals: 3
- Business Unit 4217 - 2017 CIP OTHER FUNDING SOURCE Totals: 3

**Account 62145 - ENGINEERING SERVICES**

- FOUNTAIN SQUARE RENOVATIONS: 05/06/2019, 06/25/2019, $21,067.50
- CENTRAL ST BRIDGE PHASE II ENGINEERING SRVS RESOLUTION: 05/28/2019, 06/25/2019, $77,900.14
- LEVY CENTER LIBRARY MILLWORK PROJECT: 05/13/2019, 06/25/2019, $19,970.00
- EMERSON ST TRAFFIC SIGNALS ENGINEERING SERVICE: 06/10/2019, 06/25/2019, $4,378.26
- FOUNTAIN SQUARE BRIDGE (CONSULTING AWARD): 05/06/2019, 06/25/2019, $21,067.50
- CENTRAL ST BRIDGE PHASE II ENGINEERING SRVS RESOLUTION: 05/28/2019, 06/25/2019, $77,900.14
- LEVY CENTER LIBRARY MILLWORK PROJECT: 05/13/2019, 06/25/2019, $19,970.00
- EMERSON ST TRAFFIC SIGNALS ENGINEERING SERVICE: 06/10/2019, 06/25/2019, $4,378.26

**Account 62716 - BOND ISSUANCE COSTS**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
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<tbody>
<tr>
<td>100962 - CHAPMAN &amp; CUTLER</td>
<td>2019AB GENERAL OBLIGATION BOND COUNSEL FEE</td>
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<td>120276 - IMAGE MASTER</td>
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<td>05/27/2019</td>
<td>06/25/2019</td>
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Account 62716 - BOND ISSUANCE COSTS Totals 4 $31,195.74

Account 65515 - OTHER IMPROVEMENTS

<table>
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<th>Invoice Description</th>
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<th>Invoice Amount</th>
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<tbody>
<tr>
<td>101143 - COMED</td>
<td>UTILITIES: COMED</td>
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<td>06/25/2019</td>
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Account 65515 - OTHER IMPROVEMENTS Totals 1 $416.92

Business Unit 4160 - CROWN CONSTRUCTION PROJECT Totals 5 $31,612.66

Department 40 - PUBLIC WORKS AGENCY Totals 5 $31,612.66

Fund 416 - CROWN CONSTRUCTION FUND Totals 5 $31,612.66
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<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
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<tbody>
<tr>
<td>100962 - CHAPMAN &amp; CUTLER</td>
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<td>15273 - ZIONS BANK</td>
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Account 62716 - BOND ISSUANCE COSTS Totals 4 $521.35
Business Unit 6000 - SPECIAL ASSESSMENT Totals 4 $521.35
Department 26 - PUBLIC WORKS Totals 4 $521.35

Fund 420 - SPECIAL ASSESSMENT FUND Totals 4 $521.35
<table>
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<tbody>
<tr>
<td>Fund 505 - PARKING SYSTEM FUND</td>
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<tr>
<td>Department 19 - ADMINISTRATIVE SERVICES</td>
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<tr>
<td>Business Unit 7005 - PARKING SYSTEM MGT</td>
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<tr>
<td>Account 53251 - PARKING METER REVENUE (PASSPORT ONLY)</td>
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<tr>
<td>16597 - CHRISTY TING</td>
<td>REFUND: PARKING APP</td>
<td>06/10/2019</td>
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<td>16596 - MYRSINI MARINI</td>
<td>REFUND: PARKING APP</td>
<td>06/10/2019</td>
<td>06/25/2019</td>
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<td>Account 53415 - LOT 18 RENTALS</td>
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<td>16593 - ROBERT MURPHY</td>
<td>REFUND: CANCELED AFTER AUTO PAY</td>
<td>06/11/2019</td>
<td>06/25/2019</td>
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<td>Account 53510 - MONTHLY INVOICES</td>
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<tr>
<td>101215 - COOK COUNTY COLLECTOR</td>
<td>APRIL 2019 COOK COUNTY ACCRUED INTEREST</td>
<td>06/10/2019</td>
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<td>Account 62380 - COPY MACHINE CHARGES</td>
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<td>149274 - CHICAGO OFFICE TECHNOLOGY GROUP</td>
<td>COPIER CHARGES</td>
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<td>06/25/2019</td>
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<td>101543 - DUNBAR ARMORED</td>
<td>ARMORED TRUCK SERVICES-MAY 2019</td>
<td>06/10/2019</td>
<td>06/25/2019</td>
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<td>Account 62509 - SERVICE AGREEMENTS/ CONTRACTS</td>
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<tr>
<td>15492 - MINUTEMAN SECURITY TECHNOLOGIES</td>
<td>LPR HARDWARE SERVICE CALL</td>
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<td>Account 65515 - OTHER IMPROVEMENTS</td>
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<tr>
<td>101031 - CHICAGOLAND PAVING CONTRACTORS</td>
<td>2019 PARKING LOT IMPROVEMENTS BID 19-07</td>
<td>06/06/2019</td>
<td>06/25/2019</td>
<td>170,138.58</td>
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<td>Business Unit 7015 - PARKING LOTS &amp; METERS</td>
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<tr>
<td>Account 62609 - SERVICE AGREEMENTS/ CONTRACTS</td>
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<tr>
<td>101545 - DUNCAN PARKING TECHNOLOGIES, INC.</td>
<td>AUTOTRAX FEES-JUNE 2019</td>
<td>06/10/2019</td>
<td>06/25/2019</td>
<td>4,381.25</td>
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<tr>
<td>225904 - TOTAL PARKING SOLUTIONS, INC.</td>
<td>MOVING AND RE-INSTALLATION OF PARKING</td>
<td>06/10/2019</td>
<td>06/25/2019</td>
<td>254.00</td>
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<tr>
<td>Business Unit 7025 - CHURCH STREET GARAGE</td>
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<tr>
<td>Account 63500 - DAILY TICKETS</td>
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<tr>
<td>101215 - COOK COUNTY COLLECTOR</td>
<td>APRIL 2019 COOK COUNTY ACCRUED INTEREST</td>
<td>06/10/2019</td>
<td>06/25/2019</td>
<td>30.58</td>
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<tr>
<td>Account 64005 - ELECTRICITY</td>
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<td>15016 - DYNEGY</td>
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<td>Account 64505 - TELECOMMUNICATIONS</td>
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<td>154298 - CALL ONE</td>
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<tr>
<td>101215 - COOK COUNTY COLLECTOR</td>
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<td>Account 53500 - DAILY TICKETS</td>
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<tr>
<td>Account 62225 - BLDG MAINTENANCE SERVICES</td>
<td>SERVICE TO SHERMAN GARAGE MARQUEE SIGN</td>
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<td>Account 62509 - SERVICE AGREEMENTS/ CONTRACTS</td>
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<td>Account 62509 - SERVICE AGREEMENTS/ CONTRACTS</td>
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505 PARKING SYSTEM FUND
Accounts Payable by G/L Distribution Report
Payment Date Range 06/25/19 - 06/25/19

Run by Tera Davis on 06/18/2019 08:09:32 AM
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## accounts payable by g/l distribution report

**Payment Date Range**: 06/25/19 - 06/25/19

### Business Unit 4540 - DISTRIBUTION MAINTENANCE

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<td>Fund 510 - WATER FUND</td>
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### CITY OF EVANSTON
### BILLS LIST
### PERIOD ENDING 06.25.2019
### 513 WATER DEPR IMPRV FUND

#### Accounts Payable by G/L Distribution Report
- **Payment Date Range:** 06/25/19 - 06/25/19

#### Vendor Invoice Details

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- **Total:** 599,184.45

**Account 62145 - ENGINEERING SERVICES**
- **Total:** 601,115.54

**Department 71 - UTILITIES**
- **Fund 513 - WATER DEPR IMPRV & EXTENSION FUND**
  - **Total:** 2,191,472.52

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### CITY OF EVANSTON
### BILLS LIST
### PERIOD ENDING 06.25.2019

**Accounts Payable by G/L Distribution Report**
Payment Date Range 06/25/19 - 06/25/19

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**Department 40 - PUBLIC WORKS AGENCY Totals**: $213,446.31

**Fund 520 - SOLID WASTE FUND Totals**: $213,446.31
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<td>06/25/2019</td>
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**Account 65060 - MATER. TO MAINT. AUTOS**

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**Account 64000 - MATER. TO MAINT. AUTOS**

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**Account 65060 - MATER. TO MAINT. AUTOS**

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**Account 65060 - MATER. TO MAINT. AUTOS**

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<tbody>
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**Account 65060 - MATER. TO MAINT. AUTOS**

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<tbody>
<tr>
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<td>322710 - MID-TOWN PETROLEUM ACQUISITION</td>
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Account 65085 - MINOR EQUIPMENT & TOOLS Totals: $429.50

Account 65090 - SAFETY EQUIPMENT Totals: $64,691.19

Fund 600 - FLEET SERVICES FUND Totals: $64,691.19
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**Account 65550 - AUTOMOTIVE EQUIPMENT**

**Business Unit 7780 - VEHICLE REPLACEMENTS**

**Department 19 - ADMINISTRATIVE SERVICES**

**Fund 601 - EQUIPMENT REPLACEMENT FUND**

 Totals: $96,597.71
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<td>16615 - MALECKI &amp; BROOKS LAW GROUP, LLC</td>
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<td>16101 - LAW OFFICES OF SHAWN JONES</td>
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<td>62130 - LEGAL SERVICES-GENERAL</td>
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<td>279678 - TRIBLER ORPETT &amp; MEYER, P. C.</td>
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<td>SPECIAL EVENTS INSURANCE PAYMENT (1 OF 4)</td>
<td>62615 - INSURANCE PREMIUM</td>
<td>7800 - RISK MANAGEMENT</td>
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Account 62130 - LEGAL SERVICES-GENERAL Totals: 2

Account 62615 - INSURANCE PREMIUM Totals: 1

Business Unit 7800 - RISK MANAGEMENT Totals: 7

Department 99 - NON-DEPARTMENTAL Totals: 7

Fund 605 - INSURANCE FUND Totals: 7

573 $2,654,296.90

$75,000.00

$400.50

$237,567.24

$237,567.24

$2,654,296.90
## CITY OF EVANSTON
### Accounts Payable by G/L Distribution Report
#### PERIOD ENDING 06.25.2019

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<td>15 - CITY MANAGER'S OFFICE</td>
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<tr>
<td>1580 - COMMUNITY ARTS</td>
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<tr>
<td>66040 - GENERAL ADMINISTRATION &amp; SUPPORT</td>
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<tr>
<td>104554 - SAM'S CLUB DIRECT</td>
<td>*SUPPLIES: RANDALL FOOD PROGRAM</td>
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<td><strong>Business Unit 3130 - SPECIAL RECREATION</strong></td>
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<tr>
<td><strong>Account 65025 - FOOD</strong></td>
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<tr>
<td><strong>Business Unit 3720 - CULTURAL ARTS PROGRAMS</strong></td>
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<tr>
<td><strong>Account 65025 - FOOD</strong></td>
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<td><strong>Account 65110 - RECREATION SUPPLIES</strong> Totals</td>
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<th>DESCRIPTION</th>
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<td><strong>Grand Total</strong></td>
<td>$2,831,992.69</td>
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PREPARED BY __________________________ DATE __________________________

REVIEWED BY __________________________ DATE __________________________

APPROVED BY __________________________ DATE __________________________
Memorandum

To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee
From: Lawrence C. Hemingway, Director Parks, Recreation & Community Services
       Karen Hawk, Assistant Director Parks, Recreation & Community Services
Subject: Approval of Handyman Agreement with Sam Goss & Associates
Date: June 24, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute an agreement with Sam Goss & Associates (1727 Brummel, Evanston, IL 60202) to provide handyman services for the Handyman Program (RFP 19-17). This agreement will cover the period of July 1, 2019 through December 31, 2019.

Funding Source:
Funding is provided from the Affordable Housing Fund (Account 250.21.5465.63095) with a budget of $20,000.

Livability Benefits:
Built Environment: Support affordable housing
Economy and Jobs: Retain and expand local business

Summary:
The City of Evanston Community Services Division provides a Handyman Program for eligible senior residents. These are minor repair and maintenance services in the homes or apartments of its seniors so they may remain safely in their residences. This program is funded by the Affordable Housing Fund and is used for materials and labor. The Handyman Program performs very small-scale housing rehab/repair jobs that increase safety, reduce energy and water usage and help low-income seniors age in place.

In March of 2019, the City of Evanston sought proposals for contracting a vendor to provide handyman services to be performed in homes of older residents. The vendor is to assess individual tasks, perform the job, pay for materials, and prepare a monthly
invoice for the City of Evanston to reimburse labor and materials. Nineteen companies were contacted and only one proposal was received: Sam Goss and Associates, our current vendor. Below is the tabulation from the RFP issued in 2019 showing the detailed results:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Pricing Per Job</th>
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</thead>
<tbody>
<tr>
<td>Goss &amp; Associates</td>
<td>$40/hour plus materials</td>
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</table>

This Agreement has a term of July 1, 2019 – December 31, 2019 at a cost not-to-exceed $20,000.00 (labor plus materials/supplies purchased to complete a task).

Attachment:
Agreement
CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

*Handyman Services*

(“the project”)

RFP Number: 19-17

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 25th day of June, 2019, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and Goss and Associates, with offices located at 1727 Brummel, Evanston, IL 60202 (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed $20,000.

I. COMMENCEMENT DATE

Consultant shall commence the Services on July 1, 2019 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by December 31, 2019. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A –
Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. # (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If
the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant’s work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that:
(1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City’s obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.
D. Independent Consultant. Consultant’s status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant’s own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City’s receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City’s authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with
interest at the highest rate permitted by applicable law, and shall reimburse all of City’s expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney’s fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

At the City Corporation Counsel’s option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants’ work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such
companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant’s performance or failure to perform the Services hereunder: (1) worker’s compensation in statutory limits and employer’s liability insurance in the amount of at least $500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than $3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than $1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least $1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant’s Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant’s certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the “Other Insurance” clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney’s fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.
Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City’s Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City’s name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City’s express prior written approval. Any attempt to do so without the City’s prior consent shall, at City’s option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant’s sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant’s officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics’ materialmens’ or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may
be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub Consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney’s Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys’ fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY
In the event of the Consultant’s noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 et. seq.), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant’s internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

F. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act,
the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable
rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of
Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or
a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant
certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging
or bid rotating or any similar offense of any State in the U.S., nor made any
admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-
4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies
steel products used or supplied in the performance of a contract for public works shall
be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as
applicable, has obtained an assumed name certificate from the appropriate authority,
or has registered to conduct business in Illinois and is in good standing with the
Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental
entity in any state in a contemporaneous agreement let under the same or similar
financial terms and circumstances for comparable supplies or services, the more
favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines,
damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants,
conditions and promises between the parties with regard to the subject matter set
forth herein. There are no covenants, promises, agreements, conditions or
understandings between the parties, either oral or written, other than those contained
in this Agreement. This Agreement has been negotiated and entered into by each
party with the opportunity to consult with its counsel regarding the terms therein. No
portion of the Agreement shall be construed against a party due to the fact that one
party drafted that particular portion as the rule of contra proferentem shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this
Agreement shall control over the Exhibits. In no event shall any proposal or contract
form submitted by Consultant be part of this Agreement unless agreed to in a writing
signed by both parties and attached and referred to herein as an Addendum, and in
such event, only the portions of such proposal or contract form consistent with this
Agreement and Exhibits hereto shall be part hereof.
IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:     CITY OF EVANSTON
                2100 RIDGE AVENUE
                EVANSTON, IL 60201

By __________________________  By: __________________________
Its: ________________________  Its: City Manager
FEIN Number: ________________  Date: ________________________
Date: ________________________
Memorandum

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

From: Hitesh Desai, Chief Financial Officer/Treasurer

Subject: Audit Agreement with Azavar Audit Solutions, Inc.

Date: June 11, 2019

Recommended Action:
Staff recommends City Council authorize a new agreement with Azavar Audit Solutions, Inc. (Azavar) to provide auditing services related to Sales Tax and Utility Tax revenues.

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Summary:
Azavar has been providing audit services to the City for over 10 years. The City would like to enter into a new agreement with Azavar to replace current agreement from 2006. As part of Municipal Audit Program Azavar shall review and audit each fee, ordinance, contract, franchise agreement and any payables related to electric, gas, cable, telecommunications and Sales Tax. The couple of major changes from previous agreement are as follows:

- Scope of the audit is expanded to include Sales Tax audit.
- Additional revenues shared with Azavar will be 45% of the increment for 36 months compared to 45% of the increment for 60 months. This will help the City retain incremental revenues after 3 years.

The City is currently paying Azavar a monthly amount of $915 as an incremental share of electric and gas tax revenues.

Attachments:
Azavar Agreement
Professional Services Agreement executed February 2016
This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Evanston an Illinois municipal corporation having its principal place of business at 2100 Ridge Avenue Evanston, Illinois 60201 ("Customer").

SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

(a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, sales tax and telecommunication Payables imposed by or upon the Customer within the Customer’s corporate boundaries ("Audits") including, but not limited to local businesses, electric, gas, cable, telecommunications, sales taxes providers ("Providers") on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own electric, natural gas, water or other utility, Azavar shall also audit the revenues and billings of those Customer owned utilities.

(b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement and as previously amended. Customer agrees to review any Findings within thirty (30) days. Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in the Agreement and any amendments for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar’s prior written consent.

(c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar’s prior written consent.

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.

(e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof.

(f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;

(g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer’s Audit Primary Contact and Liaison;

(h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer’s Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer’s staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. PAYMENT TERMS.

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice, Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney’s fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar’s written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 The Professional Services Agreement (“Agreement”) by and between Azavar Audit Solutions, Inc. (“Azavar”) and the City of Evanston (“Customer”) dated as of 02/15/2006, and amended in writing by both parties on 02/08/2007, remains in full force and effect pertaining to compensation for Audits that are still in the resolution process.

3.5 To the extent that any payment is due to Azavar after April 30, 2021 (the “Illinois Date”), this Section 3.4 shall apply:

(a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.

(b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act) for nonpayment until sixty (60) days following the Illinois Date.

(c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert those that would have applied in the absence of this Section 3.4.

(d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date and has not paid the bill that was due on or before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.

(e) Both Azavar and Customer agree that neither party is admitting or acknowledging that 65 ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement and both Azavar and Customer agree that this Agreement shall not be used in support of an argument for or against such applicability.
4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois’ Freedom of Information Act (5 ILCS 140/1 et seq.).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereeto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective upon execution by both parties and shall remain in effect for a period of sixty (60) months thereafter (the “Initial Term”). This Agreement shall automatically renew on an annual basis (the “Renewal Terms”) each year and shall continue thereafter until terminated by Customer or Azavar. Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, Illinois 60604

If to Customer
City Attorney
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar’s assets.

10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar’s use of Customer’s name in Azavar’s marketing materials; provided, however, that Customer’s name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

12. **INSURANCE.** Azavar shall obtain and maintain throughout the term of this Agreement, at its sole expense, insurance coverage specified herein, and shall provide the City with certificates of insurance as evidence of the required coverage. Such insurance coverage shall include the following:

   i. Worker’s Compensation Insurance in the required statutory amounts;
   ii. Employer’s Liability Insurance in an amount not less than $100,000.00 for each accident/injury and $100,000 for each employee/disease;
   iii. Commercial (Comprehensive) Liability Insurance (including cyber enhancements, data breach, and privacy security liability coverage), with limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage combined single limit, and $2,000,000.00 excess liability coverage annual aggregate personal injury/property damage combined single limit; and,
   iv. Commercial (Comprehensive) Automobile Liability Insurance, with minimum limits of at least $1,000,000.00 for any one person and $1,000,000.00 for any one occurrence of bodily injury or property damage in the aggregate annually

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

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<th>AZAVAR AUDIT SOLUTIONS, INC.</th>
<th>CUSTOMER</th>
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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into as of the 15th day of February, 2006, by and between Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 ("Azavar"), and The City of Evanston, an Illinois municipality having its principal place of business at 1100 Ridge Avenue, Evanston, Illinois 60201 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

(a) Azavar shall separately audit the Electric (Commonwealth Edison), Gas (NICOR), Telecommunications (Ameritech/SBC and other providers including mobile providers), and Cable (Franchise Fee) utility taxpayers on behalf of the Customer;

(b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, or any other monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid/collection and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies;

(c) Azavar will require full access to Customer records and utility taxpayer records to complete these audits and Customer will use its authority as necessary to provide information and procure data from taxpayers;

(d) Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with utilities;

(e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific utility audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability for these errors or actions arising from knowledge thereof. Should the Customer continue to use Azavar to continue the audit after such disclosure and notice of termination, the Customer will pay all Azavar expenses and fees on a time and materials basis for that utility audit to date and for future work related to that audit;

(f) Customer understands that each utility taxpayer is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a utility taxpayer will take to limit its responsibility or accountability during the audit. Should Customer decide to waive all or a portion of funds identified as payable to Customer during an audit, the Customer will pay all Azavar expenses and fees on a time and materials basis for that utility audit in addition to any applicable contingency fees on the portion collected;

(g) The first audit start date is expected to be no later than March 1 unless changed and approved by the Customer Primary Contact and Liaison;

(h) Each audit is expected to last approximately six (6) months. Each subsequent audit will begin after payment terms and obligations have been met from previously completed audits however overlapping audit work may take place at the discretion of the Azavar Project Manager. Project timelines are set at the discretion of Azavar;

(i) Project Management and Status meetings will be held regularly via phone, email, or in person throughout the course of this audit between the Azavar Project Manager and the Customer Primary Contact and will occur approximately every month;

(j) Jason Perry, Project Manager, and Mike Riffel, Program Coordinator, will be Auditors under this agreement. All Azavar consultants shall be supervised by the Azavar project manager, who will maintain constant control over audits under this agreement and see them through to their conclusion.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be their Audit Primary Contact and Liaison. The Customer's Audit Primary Contact will be the final decision maker for the Customer as it relates to this audit and will meet with the Azavar Project Manager and project staff on a regular basis as agreed. Lack of participation of Customer staff, especially at critical milestones during the audit, will adversely affect the project timeline and successful recovery of funds. While we strive to provide our audit programs as turn key as possible and requiring little Customer staff time as possible, it is important that the Customer's staff be available for meetings and participation with utilities to properly verify tax records.

1.3 Azavar shall be responsible for providing the Services in substantial accordance with the above Scope of Services. Azavar will render the services provided in a workmanlike manner.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.
3. PAYMENT TERMS.

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a professional services and contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Customer shall remit payment to Azavar within sixty (60) days of the date of each invoice. Failure to pay any fee or part thereof when due will incur finance charges, interest fees (12% per annum), and collection action. Azavar is entitled to recover all costs of collection including reasonable attorney’s fees for all efforts to collect fees from the customer. Contingency payment terms are outlined below. If you later implement during the next sixty (60) months any recommended action you declined for our programs, including overall utility audits included herein, we are entitled to our share of the savings and/or recoveries over the following sixty (60) months, as outlined below.

3.2 The Customer will pay Azavar forty-five (45) percent of estimated funds recovered per account within sixty (60) months following when tax on an individual account begins to be properly remitted by the utility to the Customer. In the event Azavar is able to recover any retroactive funds at any time, Customer will pay Azavar forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for and/or by the Customer from any audited utility taxpayer. All contingency fees paid to Azavar are based on determinations of recovery by Azavar and are due within thirty (30) days of receipt of any funds from utility taxpayer. All revenue after the subsequent sixty (60) month period for each account individually will accrue to the sole benefit of the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential (“Confidential Information”). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, and (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a “Work Made for Hire” under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR’S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE. REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR’S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.
7. **TERMINATION**

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions relating to non-disclosure of Confidential Information set forth in Section 3 above, Payment Terms, Section 4 above, Intellectual Property in sections 5.1 and 5.2, the Nonsolicitation of Employees set forth in Section 10 below, and use of Customer’s name set forth in Section 11 below, shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

- **If to Azavar**
  Azavar Technologies Corporation  
  234 South Wabash Avenue, Sixth Floor  
  Chicago, Illinois 60604

- **If to Customer**
  William Stafford, Finance Director  
  The City of Evanston  
  2100 Ridge Avenue  
  Evanston, Illinois 60201

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto.

10. **NONSOLICITATION OF EMPLOYEES.** During the period in which any Exhibit to this Agreement is in effect and for a period of six (6) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided however, that good faith solicitations by way of mass media (i.e., newspapers) shall not be deemed to be a violation of this Section 10.

11. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar’s use of Customer’s name in Azavar’s marketing materials; provided, however, that Customer’s name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

12. **COMPLETE AGREEMENT**

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

THE CITY OF EVANSTON

BY (SIGNATURE): [Signature]

NAME: **William Stafford**

TITLE: Finance Director

AZAVAR TECHNOLOGIES CORPORATION

BY (SIGNATURE): [Signature]

NAME: [Signature]

TITLE: President
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Rajeev Dahal, Senior Project Manager – Transportation

Subject: Tallmadge Street Light Pole & Luminaire Fixture
         Manufacture and Supply Contract (RFP 19-16)

Date: June 13, 2019

Recommended Action:
Staff recommends that the City Council authorize the City Manager to execute a 10-year contract with Spring City Electrical Manufacturing (One South Main Street, Spring City, PA) for the single-source supply of Tallmadge Street Light Poles and Luminaire Fixtures. The cost of the contract through 12/31/2020 will be $177,598.

Funding Source:
Funding through 2020 will be from the Capital Improvement 2019 and 2020 General Obligation Bonds in the amount of $177,598. A detailed summary of the funding is as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Account</th>
<th>Remaining Budget</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 GO Bonds (Tallmadge Light Pole)</td>
<td>415.40.4119.65515 – 419016</td>
<td>$70,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>2019 GO Bonds (Street Improvement Program)</td>
<td>415.40.4119.65515 – 419016</td>
<td>$37,598</td>
<td>$37,598</td>
</tr>
<tr>
<td>2020 GO Bonds (Streetlight Pole &amp; Fixtures Purchase) (See Note Below)</td>
<td>415.41.4120.65515 - 420001</td>
<td>$100,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$207,598</td>
<td>$177,598</td>
</tr>
</tbody>
</table>

Note: Only 2019 funding is currently approved. The City Council will need to approve the appropriate level of funding in 2020 and future years.
Livability Benefits:
Built Environment: Enhance public spaces
Climate & Energy: Improve energy efficiency
Equity & Empowerment: Ensure equitable access to community assets
Health & Safety: Improve emergency prevention and response

Background:
Previously, the City purchased the Tallmadge street lights from Union Metal. Union Metal has ceased production, and the City needs to retain another manufacturer to supply these light poles and luminaires. Following the approval of the Street Light Master Plan in February 2019, the City issued a Request for Proposal (RFP 19-16) for street light manufacturers to cast a mold that incorporates the unique and finite details of the historic Tallmadge light pole and supply a sample light pole and luminaire fixture. Upon acceptance of the sample light pole and luminaire fixture, the City would then prequalify the recommended vendor to be the single-source supplier for Tallmadge street light poles and luminaires for 10 years. The supplier would designate a cost and a fixed escalation rate for the cost during that time period. In return, the City would agree to purchase a minimum of 10 street light poles and fixtures per year. The City would also retain the ownership rights to the new mold. Proposals were only accepted from responders who could sole source both the light pole and luminaire as a complete unit.

The existing Tallmadge street light poles are made of cast iron. The existing design has several locations where water can seep in and corrode the base. To mitigate this problem in the future, the RFP stipulated a single piece pole with price and life cycle estimates for the following materials: cast iron, ductile iron, aluminum, steel, and fiber glass. For the luminaire fixture, the RFP stipulated proposals for 2700K & 3000K color temperature bulbs with Type III or Type V full cut-off roof optics in the fixture, which are dark sky friendly. Other information required to be submitted as part of the RFP were:

- Maximum allowable up-lighting
- DesignLights Consortium certification
- Manufacturer’s plant location
- Local sales representative contact information
- Warranty
- Delivery lead time on orders
- Whether the pole can fit 3-bolt or 4-bolt installation patterns

Analysis:
Proposals for this project were received on May 9, 2019. Three proposals were received. The list of vendors is as follows:
The submittals for the project were reviewed based on firms experience & qualifications, completeness of proposal, price to cast mold and supply materials, willingness to execute City’s professional services agreement, and M/W/EBE participation.

The proposal review and interview team consisted of:

- David Stoneback, Public Works Agency Director
- Edgar Cano, Bureau Chief - Public Services
- Tom Twigg, Traffic Operations Supervisor
- Linda Thomas, Purchasing Specialist
- Rajeev Dahal, Senior Project Manager - Transportation

The proposals were rated and an interview was conducted with the top firm. The scoring of the proposals is as follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Experience &amp; Qualifications</th>
<th>Completeness of Proposal</th>
<th>Price to Cast Mold and Supply Materials</th>
<th>Willingness to Execute Agreement</th>
<th>M/W/EBE Participation</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring City</td>
<td>24</td>
<td>24.3</td>
<td>34.3</td>
<td>5</td>
<td>1</td>
<td>88.6</td>
</tr>
<tr>
<td>Everlights</td>
<td>19</td>
<td>17.7</td>
<td>32.7</td>
<td>5</td>
<td>5</td>
<td>79.4</td>
</tr>
<tr>
<td>Midco Electric</td>
<td>21.3</td>
<td>20.7</td>
<td>23.3</td>
<td>5</td>
<td>4</td>
<td>74.3</td>
</tr>
</tbody>
</table>

Spring City was selected as the best candidate to cast a mold and provide the Tallmadge street light poles and luminaire fixture. They have extensive experience with manufacturing and supplying similar streets lights to other municipalities for 176 years (since 1843).
They offer flexibility in casting the light poles in aluminum, ductile iron or cast iron with the same mold with the City retaining ownership of the mold. They include a 1-year warranty for aluminum & cast iron poles and a 25-year warranty for the ductile iron poles. The street light pole will be one piece and be flexible to fit either a 3-bolt or 4-bolt pattern foundation.

The luminaire fixture being proposed will cast less than 10% up-light. The LED temperature will be 3000K or less, and the fixture is considered dark sky friendly. Their 3000K Type III and IV optics LED units meet the DesignLights Consortium’s certification, allowing the City to seek a ComED rebate where applicable. The luminaire fixture will also provide dimming ability and will come with a 10-year warranty.

Spring City’s price for casting the mold and supplying the materials is comparable or better than the other two proposals. They have offered to fix the maximum yearly price escalation to the Consumer Price Index for Urban Consumers (CPI-U). The average annual CPI-U increase averaged over the last seven years is 1.9%. Escalation of the pricing will begin in 2021. The initial cost of this contract is as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Initial Unit Cost (2019 – 2020)</th>
<th>Future Unit Cost (2021 – 2029)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial Mold Development &amp; Sample</td>
<td>$79,000</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Tallmadge Light Pole</td>
<td>$3,100</td>
<td>Escalate by CPI-U</td>
</tr>
<tr>
<td>3</td>
<td>Tallmadge Light Fixture</td>
<td>$1,275</td>
<td>Escalate by CPI-U</td>
</tr>
</tbody>
</table>

Under this contract, Spring City will cast the Tallmadge street light pole and deliver the City a sample pole. Upon approval of the sample (expected to take place in early 2020), the City would place the first order for a minimum of 10 street light poles and fixtures to be delivered in 2020.

Beginning in 2021, staff will determine the order for each year and bring a contract to City Council for the single-source annual purchase of Tallmadge street light poles and fixtures. Although a minimum purchase of 10 poles and fixtures will be required, the actual quantity purchased will vary based on current needs and projects within the City. Staff is recommending award to cast the mold for the Tallmadge street light pole, and thereafter manufacturing and supplying the poles and luminaire fixtures services to Spring City for a 10 year contract term. The appropriate funding will need to be budgeted each year within the City’s annual budget.

Spring City is partially satisfying their M/W/EBE goal by having Industrial and Utility Supply, Ltd. (WBE) as their local sales representative. The value of work to be performed is estimated to be 10% of the future Tallmadge street light purchase amount. The M/W/EBE schedule and a memo reviewing their compliance is attached.
**RE: Scope of Services**

The enclosed information is in support of the Request for Proposal Number: 19-16
For Tallmadge Street Light Manufacture and Supply Contract RFP. Below you will find an explanation of the scope of services of the contract to for RFP: 19-16.

**Manufacture and Design of Casting Mold for Tallmadge Street Light Pole**

Price/Scope of Contract to includes the following items:

- Shipping existing lamppost to Spring City for tooling design for mold to be poured in aluminum or ductile iron
- Solid works Rendering of Lamppost
  - 3-D printed 5:1 Model not included and is options ($10,000)
- Tool/Mold Creation
  - Factory visit to see tool before production (approximately $1000 and includes travel, food and accommodations)
- Delivered Sample Lamppost and Luminaire for Approval on January 15th, 2020
- Lamppost shall be a one piece cast ductile iron lamppost with a 3 and 4 bolt base pattern design and an Edgewater 80W LED Luminaire at 3000K type III with LED grade frosted acrylic lens finish painted powder coat river texture black
- Monthly progress status meetings
- The estimated mold lifecycle is 8000 units
- Warranty of mold is 5000 units or 10 years
- Price per contract for mold and tooling - $79,000

**Manufacture and Design of Tallmadge Street Light Poles**

- Aluminum Warranty - 1 Year for manufacturing defects
  - Lamppost shall be a one-piece cast aluminum lamppost with a 3 and 4 bolt base pattern design finish painted powder coat river texture black
- Ductile Iron Warranty - 25 Years (included below)
  - Lamppost shall be a one piece cast ductile iron lamppost with a 3 and 4 bolt base pattern design finish painted powder coat river texture black
- Year 2-10 of contract will not exceed the price increase more than the CPI-U index
- Price per contract for lampposts - $3,100* **
- Terms agreeable up to 10 Years
- The proposal intends to order a minimum of ten Tallmadge light poles per year through the duration of the contract.
*Year 2-10 price increase will not exceed CPI-U index
**Shipping and Handling is incidental to price

**Manufacture and Design of Luminaire**

- LED product warranty - 10 Years (included below)
- Edgewater 80W LED Luminaire at 3000K type III with LED grade frosted acrylic lens finish painted powder coat river texture black will meet DLC listing and has a B-U-G rating of B2-U3-G4 with 749 upward lumens. A color temperature of 2700K is also available
- Dark sky friendly with less than 10% upward lumens
- Wireless will be equipped to integrate with a wireless dimming smart grid system
- Year 2-10 of contract will not exceed the price increase more than the CPI-U index
- $1275* **
- Terms agreeable up to 10 Years
- The City intends to order a minimum of ten Tallmadge luminaires per year through the duration of the contract.

*Year 2-10 price increase will not exceed CPI-U index
**Shipping and Handling is incidental to price
Lamppost Specification:
The lamppost shall be a ductile iron or aluminum Tallmadge lamppost. The lamppost shall have a nominal height of 15'-0". The lamp post, besides serving a lighting function, also serves as street furniture and is designed to complement the City’s overall streetscape plan and must be of sufficient strength to support banner arms, flower pot holders, decorative pedestrian cross arm, pedestrian luminaire, and holiday decorations.
The Evanston Post is indicated in the specifications and attached exhibits are used as a standard of quality and dimensional requirements.

1. Lamp post

   Height: 15’
   Width: 20’
   Material: Cast Ductile Iron or Aluminum
   Base Plate: Accommodates 3 bolt and 4 bolt as shown on drawing
   Color: River Texture Gloss Black

   All casting shall be done in a workmanlike manner, which shall result in uniform castings. All ornamentation and markings shall be sharp and clearly defined. Fluting must be uniform, even and consistent both vertical and around the shaft. All castings shall be free from abnormal physical qualities, pouring faults, porosity, cracks, blow holes, shrinkage defects, or flaws which affect the strength, value, or suitability of the castings for their intended use. Each casting will be clean and ground to eliminate all sand, burrs, machine marks, and imperfections. Base access door and interface shall be properly machined to insure even bearing and mating. Bolt and screw holes shall be drilled; coring will not be permitted to produce these holes.
   All lampposts will require domestic certifications.

Powder Coat Process:

All exterior surfaces shall be blast cleaned to Steel Structures Painting council Surface preparation Specification No.6 (SSPC-SP6) requirement utilizing cast steel abrasives conforming to the Automotive Engineers (SAE) recommended Practice J827. The blast method used shall be a recalculating, closed cycle centrifugal wheel system with abrasive conforming to SAE Shot No. S280.

1. Pre-treat
2. Wash Spray
3. Primer (Brand: IFS Coatings ELSS 90056 Zinc Rich Epoxy Base Primer) 2-3 Mils Partial Cure (Gel)
4. Spray Top Coat Top Coat (Brand: IFS Coatings OGF Gloss Black River Texture) 4-9 Mils Top Coat Final Cure
   a. Application Data: Polyester TGIC’s are to be applied with a corona electrostatic powder spray gun at between 60kv – 100 kv.
   b. Cure Schedule: Polyester TGIC’s can be cured in a direct or indirect gas convection oven, an electric oven, or an Infrared. A combination of any of these ovens is also suitable.
c. Standard Cure: 10 Minutes @ 400 of Peak Metal Temperature

Powder Coat Finish Specification:

Typical Powder Properties:
- Particle Size: 37-45 micron
- Specific Gravity (ASTM D5965-96, C): 1.45±.05
- Theoretical Coverage: 132 sq.ft/lb./mil
- Mass loss during the cure (ASTM D3451-92): <1.0%

Typical Physical Properties:
- Film Thickness: 4.9 mil
- Gloss 60°angle (ASTM D-523-89): 50-60 (visual)
- Hardness (ASTM D-3363-92A): 3H
- Flexibility (ASTM D-1737-89): 1/8 inch
- Adhesion (ASTM D-3359-95A): 5B (100%)
- Impact Direct (ASTM D-2794-93): 80 in-lbs*
- Chloride Permeability (D775): <0.0001M
- Salt Spray (ASTM B117, 1000 hrs, Bonderite 1000 panel): Rating 7

All powder coated finish will require a 5-year gloss retention warranty.
Lamp posts shall be manufactured by Spring City Electrical Manufacturing Company.

DPSTMD-20.15.00-TN7.00/0.75-GFWI-CU (Ductile Iron)
APSTMD-20.15.00-TN7.00/0.75-GFWI-CU (Aluminum)
LED Luminaires Specification

The Spring City Edgewater at 80W 3000K Type III or V optics shall have LED grade frosted acrylic panels will meet the requirements for DLC listing and has a B-U-G rating of B2-U3-G4 with 749 Upward Lumens. The proposed LED luminaire meets the specification for the BUG rating (B3-U3-G4) and has less than 10% upward lumens. This luminaire can also be specified and supplied at 2700K. The Spring City luminaire will be equipped to integrate the smart grid system for dimming.

All luminaires and luminaire components including, but not limited to, lamps, fuses, photo electric devices, shall be new, unused, and of the manufacturer's latest design and model available at the time the contract is awarded. All standard equipment shall be provided.

1. Luminaire
   Height: 32 3/4”
   Width: 20” Diameter
   Material: Cast Aluminum ANSI 356
   Globe: LED Frosted Acrylic
   Lamping: 80W
   Voltage: 120V-277V
   Color Temperature: 2700K or 3000K
   CRI: 70 Min
   Distribution: Type III or Type V
   Color: River Texture River Texture Black
   Dimming: 7-Pin dimming available

2. LED's to be discrete 1-watt LED,

3. 100 Watt LED Driver
   UL Recognized
   0-10 VDC input
   50,000+ Hour Lifetime
   Output Current: 0.740A

4. Optics:
   LED Grade Custom Free-formed Optics

5. Efficacy:

<table>
<thead>
<tr>
<th>Kelvin</th>
<th>Type III</th>
<th>Type V</th>
</tr>
</thead>
<tbody>
<tr>
<td>2700K</td>
<td>87 l/w</td>
<td>80 l/w</td>
</tr>
<tr>
<td>3000K</td>
<td>98 l/w</td>
<td>90 l/w</td>
</tr>
</tbody>
</table>

6. TM-21 Results:
   90% of the initial lumen output shall be maintained for 103,000 hours.

ALMEDL-LE080/EVX/X2-27-CR3-YPLF-FED-TR7P-CU
ALMEDL-LE080/EVX/X2-27-CR5-YPLF-FED-TR7P-CU
ALMEDL-LE080/EVX/X2-30-CR3-YPLF-FED-TR7P-CU
ALMEDL-LE080/EVX/X2-30-CR5-YPLF-FED-TR7P-CU
Ductile Iron Warranty

Spring City is confident that our ductile iron lamp posts and base covers will last the lifetime of your project. Our ductile iron products are virtually indestructible and have been known to survive some of the most extreme moments in American history. If you choose to buy Spring City's ductile iron lamp posts or base covers for steel shafts, you will be investing your money in a quality product that will look new for many years to come! This comprehensive warranty covers the products mentioned above to be free from defects in material and workmanship under normal use and operation for twenty-five years (AASHTO minimum design life for luminaire support structure less than fifteen meters.) Damage from vehicles is included within the terms of normal use. This warranty is subject to the conditions and limitations listed below.

Product Warranty Information
Spring City Electrical warrants its ductile iron lamp post to be free from defects in materials and workmanship under normal use and operation for 25 years (AASHTO minimum design life for luminaire support structures less than 15 meters.) The definition of "normal use" includes damage resulting from motor vehicles traveling at posted speed limits colliding with the lamp post.

Upon receipt of proper notification from the owner, Spring City will replace any lamp post found to be defective or damaged within the warranty period. Spring City shall not be liable or responsible for labor charges or other expenses involved in the removal or disposal of the original product or the installation of the replacement product. Spring City's liability hereunder is limited to replacing the defective or damaged iron lamp post.

Coverage
The warranty is intended to cover all owners of Spring City ductile iron lamp posts in the United States.

Warranty Procedures
Warranty claims must be made in writing and submitted to:
Warranty Claims Department
Spring City Electrical
Hall and Main Streets
Spring City, PA 19475

Claims must include photographs of the damaged post, the exact location where the lamp post was installed and information as to whether an insurance claim has been filed. A warranty claim form is available from Spring City by calling 610-948-4000.

Exclusions: This warranty does not apply to the paint and luminaire, which is covered by a separate warranty. The cross arms, reference arms, anchor bolts and foundations are not covered by the warranty. Since Spring City's products are individually made and each product is unique, small surface variations should be considered normal and are not covered by this warranty. Spring City has the right to refuse products that have been subjected to modification, abuse, improper installation or application, or negligence in storage, maintenance, transportation, or handling. While access door not covered by the warranty. Spring City will sell replacement access doors at a reasonable cost. Limitations and Disclaimers: The warranty and remedies set forth above are exclusive and in lieu of all other warranties and remedies, expressed or implied, in law or in fact, including but not limited to the warranties of merchantability and fitness for a particular purpose. In no event shall Spring City be liable for incidental, special, punitive or consequential damages.

Spring City Electrical Manufacturing Company | www.springcity.com
Limited 10 Year Warranty

Product Warranty

Warranties:
LED driver and LED arrays are guaranteed against defects in material and workmanship while in proper usage for a period of 10 years from shipment date. The LED arrays are built in series-parallel circuits which maintain overall light output in the event of a single LED failure. A single LED failure shall be replaced under the warranty terms. Replacements will be furnished in exchange for defective units. The furnishing of such new units shall constitute fulfillment of Spring City Electrical Manufacturing’s obligation and liabilities. The foregoing warranties are in lieu of all other expressed and implied warranties (except title) including without limitation warranties of merchantability and fitness for purpose. Spring City Electrical Manufacturing will not allow or be liable, under any circumstances, for any special, incidental, indirect or consequential damages or claims arising from the supply or use of any material furnished by it. We assume no responsibility for field modification of any kind made to any of our products.

Warranty Procedures

Warranty claims should be made in writing and submitted to:
Warranty Claims Department
Spring City Electrical Manufacturing
PO Box 19
Spring City, PA 19475

Exclusions
Spring City’s products are individually made. Since each product is unique, small surface variations should be considered normal and are not covered under this warranty. This warranty does not extend to products, which in the opinion of Spring City, have been subject to modification, abuse, improper installation or application, or negligence in their storage, maintenance, transportation or handling.
To: David Stoneback, Public Works Agency Director  
   Lara Biggs, P.E. Bureau Chief – Capital Planning / City Engineer  
   Rajeev Dahal, Senior Project Manager - Transportation  

From: Tammi Nunez, Purchasing Manager  
       Sharon A. Johnson, Business Workforce Compliance Coordinator  

Subject: Tallmadge Street Light Pole & Luminaire Fixture, RFP 19-16  
Date: June 24, 2019  

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract. With regard to the Tallmadge Street Light Pole & Luminaire Fixture, RFP 19-16, Spring City Electrical Manufacturing, total base bid is $177,598 and they will receive 10% credit for compliance towards the M/W/EBE goal.

<table>
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<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
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<th>MBE</th>
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<td><strong>Total M/W/EBE</strong></td>
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<td><strong>$17,759.80</strong></td>
<td>10%</td>
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</table>

Spring City Electrical Manufacturing is requesting to receive a waiver for the remaining 15% of the MWEBE goal, citing no MWEBE’s responded to the invitation to bid. 10% of each year’s pole and fixture order will be awarded through their supplier.

CC: Hitesh Desai, Chief Financial Officer
For City Council Meeting of June 24, 2019

Business of the City by Motion: Sole Source Renewal of Dell Pro Support

For Action

Memorandum

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

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

Subject: Sole-source Renewal of Dell Pro Support

Date: June 16, 2019

Recommended Action:
Staff recommends City Council authorize the sole-source renewal of Pro Support from Dell Technologies (1 Dell Way, Round Rock, TX 78682) in the amount of $27,598.12. This renewal purchase enables the City to maintain support plans for critical IT infrastructure.

Funding Source:
Funding is provided by the IT Division’s Computer License and Support Account (100.19.1932.62340) which has a 2019 budget of $550,000 and a current balance of $164,829.03. The account balance will be $137,230.91 after this purchase is complete.

Livability Benefits:

Summary:
The IT Division recommends that the City renews the annual support agreement for the appliances itemized in the attached quote from Dell Technologies. The items include seven (7) Dell PowerEdge servers and three (3) Dell Equallogic SAN/DAS storage appliances.

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

This sole-source purchase in the amount of $27,598.12 from Dell Technologies leverages the buying power of the Midwestern Higher Education Compact purchasing contract MHEC-07012015 - Code Number 99AGZ.

$27,200.12 of the purchase total covers support renewals and $398 are reinstatement fees to place two of our servers back into good standing after the support agreements had lapsed in 2014 and 2015.

**Attachments:**
Two Quotes from Dell Technologies
### Dell Contact Information

**James Carranco**  
James_J_Carranco@Dell.com  
Phone: 1(800) 456-3355 Ext: 5139659

### Dell Extended Services Details

#### Current Equipment Information

<table>
<thead>
<tr>
<th>Service Tag #</th>
<th>SKU #</th>
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<th>Service Contract Type</th>
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<th>New Contract End Date</th>
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#### Contract Descriptions

- S1/S9: ProSupport 4HR TX4 Onsite
- ND: Next Business Day Onsite Resolution
- NP: Next Business Day Onsite
- AE: Advanced Exchange
- BR: Return to Depot
- PS: ProSupport Technical Support
- PS1MC: ProSupport Mission Critical Technical Support
- PS1P: ProSupport Plus Technical Support
- PS1PP: ProSupport Plus Technical Support for Client + CC + KK
- CE: Accidental Damage/Complete Care
- KK: Keep Your Hard Drive
- SH: SATA Hard Drive Service
- SG/OPL: Silver/Gold/Platinum
- TS: Client Gold Technical Support
- IPS: IT ProSupport
- IPS1MC: IT ProSupport Mission Critical
- S4: BASIC 4HR 5x10 Onsite

### Extended Service Information

**Subtotal**: $4,099.00  
**Reinstatement Fees**: $398.00  
**Discount**: $398.00  
**Total**: $4,497.00

This quotation is valid for 30 days.

### Purchase Order Requirements

Please remember to include the following information:

- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as ‘Net 30’
- A total dollar amount
- An authorizing signature (if required)

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

---

Questions about Services? Click here.
Terms of Sale

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

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

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

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

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.
## Dell Contact Information

Tony McGerr  
APOS Services Consultant  
Phone: 720-644-5125  
Tony_Mcger@Dellteam.com

## Customer Information

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## Current Equipment Information

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## Dell Extended Services Details

### Contract Descriptions

- **S1/S9**: ProSupport 4HR TX24 Onsite  
- **N1**: Next Business Day Onsite Resolution  
- **ND**: Next Business Day Onsite  
- **NP**: Client Gold Technical Support  
- **AE**: Advanced Exchange  
- **RR**: Return to Depot  
- **PS**: ProSupport Technical Support  
- **PSPMC**: ProSupport Mission Critical Technical Support  
- **PS**: ProSupport Technical Support  
- **PY**: ProSupport Plus Technical Support  
- **KK**: Keep Your Hard Drive

### Legacy Contracts (No longer available)

- **SV/SD/PL**: Silver/Gold/Platinum  
- **P**: Client Gold Technical Support  
- **PS**: IT ProSupport  
- **IP5MC**: IT ProSupport Mission Critical  
- **S4**: BASIC 4HR 5x10 Onsite  

### Questions about Services? Click here.

---

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

**Purchase Order Requirements**

Please remember to include the following information:

- Billing address  
- Shipping address, including a contact name & phone number  
- Terms stated as Net 30  
- A total dollar amount  
- An authorizing signature (if required)

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

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For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.
To: Honorable Mayor and Members of the City Council  
Administration and Public Works Committee  

From: Hitesh Desai, CFO/Treasurer  

Subject: Resolution 61-R-19, Investment Policy Update  

Date: May 29, 2019  

Recommended Action:  
Staff recommends City Council adoption of Resolution 61-R-19 updating investment policy related to the allowable investment products.  

Funding Source:  
N/A  

Livability Benefits:  
Innovation & Process: Support local government best practices and processes  

Summary:  
The City would like to update the investment policy to reflect recent changes to the Illinois Public Investment Act as well as creation of new Local Government Investment Pools. Policy changes include updating a portion of allowable “Investment Instruments” section, which is highlighted below. The full list of investment instruments is on page 6 of the attached investment policy.  

D. INVESTMENT INSTRUMENTS  

Consistent with the Illinois Public Investment Act 30 ILCS 235, the following investments will be permitted under this policy:  

• Obligations of corporations organized in the United States with assets exceeding $500,000,000 if a) such obligations are rated at one of the three highest classifications established by at least two standard rating services and which mature not later than 365 days from date of purchase, b) such purchases do not exceed 10% of the corporation's outstanding obligations, and c) no more than one third of City’s funds are invested in such corporate short term obligations;  

• Public Treasurers’ Investment Pool created under Section 17 of the State Treasurer Act or such fund as managed, operated, and administered by a bank;  

• Any AAAm rated Local Government Investment Pools
61-R-19

A RESOLUTION

Amending the City of Evanston Investment Policy & Procedures Manual Excluding Fiduciary and Library Endowment Funds

WHEREAS, the City Council of the City of Evanston desires to have City funds invested in secure depositories and realize maximum returns on these investments; and

WHEREAS, on August 10, 2009 the City Council adopted Resolution 45-R-09 which established an investment policy and procedures manual to guide the investment of City funds to meet these objectives; and

WHEREAS, the City Finance Division recommends certain modifications to the policy to protect and investment of the City’s funds; and

WHEREAS, the amended investment policy and procedures is in accordance with the Municipal Treasurers’ Association Model and the State of Illinois Auditing Standards Policy,

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

SECTION 1: The policy for investment of City funds set forth in the document entitled City of Evanston Investment Policy & Procedures Manual Excluding Fiduciary and Library Endowment Funds, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted as the official policy for investment of City funds.
SECTION 2: That this Resolution 61-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

Adopted: ________________, 2019

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
# CITY OF EVANSTON

INVESTMENT POLICY & PROCEDURES MANUAL
EXCLUDING FIDUCIARY AND LIBRARY ENDOWMENT FUNDS

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A. POLICY

It is the policy of the City of Evanston to invest public funds in a manner which will provide the most competitive investment return with the lowest possible risk while meeting daily cash flow demands of the City of Evanston and conforming to all state and local statutes governing the investment of public funds.

B. SCOPE

This investment policy applies to all City non-fiduciary Funds as accounted for in the City of Evanston Comprehensive Annual Financial Report.

The Firefighters’ Pension, Police Pension, and Library Endowment Funds are not covered by this policy. Investment transactions for these funds are governed and authorized by the respective pension and library endowment boards.

C. INVESTMENT OBJECTIVES

1. SAFETY OF PRINCIPAL: Safety of principal is the foremost objective of the City of Evanston. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. To further attain this objective, diversification is also required so that potential losses on individual securities and/or financial institution deposits are greatly limited. To obtain this safety, the City will seek to mitigate credit risk by only investing in securities as allowed under the INVESTMENT INSTRUMENTS section in this policy. To mitigate interest rate risk, the City will structure the investment portfolio in such a manner as to be able to meet cash requirements for normal operating expenditures, thereby avoiding the need to sell securities on the open market prior to maturity.

2. LIQUIDITY: The City’s investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements which may be reasonably anticipated within each of the City’s individual Funds.

3. RATE OF RETURN: The investment portfolio of the City shall be designed with the objective of attaining a competitive rate of return, taking into account the City’s risk constraints as shown in Sections C1 & C2 and the cash flow characteristics of the portfolio.
D. INVESTMENT INSTRUMENTS

Consistent with the Illinois Public Investment Act 30 ILCS 235, the following investments will be permitted under this policy:

1. Bonds, notes, bills, or other securities which are guaranteed by the full faith and credit of the United States of America.

2. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies.

3. Interest bearing savings accounts/certificates of deposit/time deposits or any other investments constituting direct obligations of any FDIC insured bank and as defined by the Illinois Banking Act.

4. Short term obligations of corporations organized in the United States with assets exceeding five hundred million dollars ($500,000,000) if, a) such obligations are rated at one of the three (3) highest classifications established by at least two (2) standard rating services and which mature not later than three hundred sixty-five (365) one hundred eighty (180) days from date of purchase, b) such purchases do not exceed ten percent (10%) of the corporation’s outstanding obligations, and c) no more than one third (1/3) of City’s funds are invested in such corporate short term obligations.

5. Interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of any State in the United States of America. The bonds shall be rated at time of purchase within the four highest general classifications established by a rating service.

7. Public Treasurers’ Investment Pool created under Section 17 of the State Treasurer Act or such fund as managed, operated, and administered by a bank.


9. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986. Such securities, unless registered in the name of the City, must be purchased through a bank authorized to do business in the State of Illinois.

10. In addition to the above, investments in the Water and Sewer Funds are further restricted by any such language per outstanding revenue bond ordinances.

E. DELEGATION OF AUTHORITY

Management responsibility for the investment program is hereby delegated to the City Treasurer or authorized designee. No position may engage in an investment transaction except as provided under the terms of this policy and per the
authorization as established by the Treasurer or designee. The Treasurer shall be ultimately responsible for all transactions undertaken, initiated by an authorized employee, and shall establish a system of internal controls to regulate the activities of subordinate officials.

F. PRUDENCE

Investments shall be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the primary objective of safety and liquidity as well as the secondary objective of the obtainment of market rates of return as previously described in the INVESTMENT OBJECTIVES Section C above.

G. INVESTMENT PARAMETERS

It is the preference of the City of Evanston to concentrate its investments with commercial banks located within the City of Evanston. However, investment efforts shall not be limited to this alone. Investments will be selected on the following basis:

1. The institution offering the investment must meet all the criteria as stated per FINANCIAL INSTITUTIONS section of this policy statement.

2. The maturities of the investments should strive to coincide with cash requirements of the City to meet short or long term needs.

3. The City will not invest in non-negotiable securities maturing more than three (3) years from the date of purchase which may not be sold prior to maturity without penalty.

4. The percent of total deposits at any one financial institution and/or public investment pool shall not exceed fifty percent (50%) of City’s total deposits/investments.

5. To prevent an over-concentration in any one type of security, the City shall not invest more than a) seventy-five percent (75%) of total Funds in US government agency securities, b) twenty percent (20%) in state/county/municipal securities, or c) ten percent (10%) in corporate securities/commercial paper. There will be no limitation on purchasing risk-free US Treasuries or depositing in FDIC insured accounts subject to Section G4 above.

All such investments shall be in the name of the City of Evanston. Safekeeping account receipts will be held by the City’s Finance Department.
H. COLLATERAL AND BROKER/DEALER REQUIREMENTS

Financial institutions shall be required to meet the following criteria in order to receive City funds for investment:

1. City funds shall be deposited only in financial institutions insured by the Federal Deposit and Loan Insurance Corporation.

2. Collateral is required for City deposits equal to or greater than the amount of City deposits which exceed FDIC insured amounts. Obligations that may be pledged as collateral are as follow:
   a) US Treasury bills, notes and bonds.
   b) Actively traded US government agency securities.

Obligations pledged to secure deposits must be delivered to a bank other than the institution in which the deposit is made. Written custodial agreements are required. At least quarterly, the City will determine that the collateral has a market value adequate to cover the deposits and that all such collateral is held by an independent third party custodian. The City Treasurer shall have full authority to execute the necessary collateral agreements.

3. Upon request, each financial institution shall be required to furnish the City a copy of all statements of resources and liabilities which it is required to furnish to the Commissioner of Banks and Trust Companies or the Comptroller of Currency.

BROKER/DEALERS:

Broker Dealers who desire to become qualified bidders must provide the following for the City of Evanston:


2. Audited Financial Statements for most recent three years.


4. Minimum Capital Requirements of at least fifty million dollars ($50,000,000).

5. Minimum five (5) years in operation.
I. SAFEKEEPING & CUSTODY

1. Delivery vs. Payment

All trades of marketable securities will be executed by delivery versus payment to ensure that securities are deposited in an eligible financial institution prior to releasing any funds.

2. Safekeeping

Securities will be held by an independent third party custodian selected by the entity and agreed to by the City as outlined in Section H of this policy.

J. INVESTMENT REPORTS

At a minimum, there shall be quarterly investment reports to the City Council summarizing such investment data by security type, purchase price, current market values at report date, and actual year-to-date or estimated annual income expected to be earned. Such reports will be used by Treasurer and other designated Finance staff to evaluate and/or adjust the City investment portfolio as necessary.

K. INTERNAL CONTROLS

There shall be reasonable assurance that internal control objectives are met. Reasonable assurance recognizes the following: 1) the cost of controls should not exceed the benefits to be derived, and 2) the valuation of costs and benefits require estimates and judgments by management.

The primary internal controls are as follow:

   a) Investment purchases/sales may only be transacted by the Treasurer or authorized designee.

   b) Investments are tracked monthly utilizing spreadsheets. Investment/bank statements are reconciled to the general ledger and investment earnings recorded. Treasurer or authorized designee shall review such reconciliations monthly.

   c) Quarterly investment reports are prepared for City Management and Council.

L. EFFECTIVE DATE

This policy shall become effective immediately upon City Council approval.
Memorandum

To: Honorable Stephen H. Hagerty and Members of the City Council
From: Michelle L. Masoncup, Corporation Counsel
Subject: Resolution 62-R-19, Approving Settlement in Lindstrom v. City of Evanston
Date: June 24, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 62-R-19 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in Cecilia Lindstrom v. City of Evanston (Case No. 1:17-cv-07719).

Funding Source:
Funding will be provided from the Insurance Fund - Settlement Costs – Liability (Account 605.99.7800.62260).

Livability Benefits:
N/A

Summary:
Plaintiff filed her lawsuit in 2017 in the United States District Court of the Northern District of Illinois. Plaintiff’s lawsuit concerns allegations of violations of the Americans with Disabilities Act.

Defendant and Plaintiff wish to resolve all claims in this litigation by settlement. The settlement agreement and release will be reviewed and approved as to form by the City’s attorneys. Plaintiff executed the settlement agreement and release. Plaintiff will dismiss the lawsuit with prejudice terminating the lawsuit upon approval of Resolution 62-R-19. Execution of the settlement agreement and payment is not an admission of liability by the Defendant.
Legislative History:
N/A

Attachments:
Resolution 62-R-19
A RESOLUTION

Authorizing the Settlement and Release of all Claims in
Cecilia Lindstrom v. City of Evanston

WHEREAS, Case No. 1:17-cv-07719 in the United States District Court for the Northern District of Illinois, Eastern Division, concerns a lawsuit against the City of Evanston involving allegations of Americans with Disabilities Act violations; and

WHEREAS, the parties seek to settle and release all claims pursuant to the terms of a Release and Settlement Agreement ("Settlement Agreement") negotiated by attorneys of record in this litigation;

WHEREAS, the City will pay Plaintiff a settlement amount of approximately seventy-five thousand dollars ($75,000.00) ("Settlement Payment") pursuant to the terms of the Settlement Agreement; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Plaintiff will obtain an order from the court dismissing with prejudice all claims brought against Defendant in Case No.1:17-cv-07719; and

WHEREAS, in compliance with Section 2(e) of the Open Meetings Act, 5 ILCS 120/2(e), the City must approve final action on settlement of this litigation in open session; and

WHEREAS, issuance of the City’s Settlement Payment is not an admission of liability.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: The City is hereby authorized to approve settlement with Plaintiff and issue the City’s Settlement Payment pursuant to the terms of the Settlement Agreement. The City’s Settlement Payment is not an admission of liability.

SECTION 2: Resolution 62-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
To: Honorable Stephen H. Hagerty and Members of the City Council

From: Michelle L. Masoncup, Corporation Counsel


Date: June 24, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 63-R-18 authorizing the City of Evanston (“City”) to issue a settlement payment pursuant to a settlement agreement and release in R.J. O’Neil Inc. v. City of Evanston, et al. (Case No. 18-CH-15227).

Funding Source:
Funding is provided from the Construction Fund – Fountain Square Project (Account 415.40.4217.65515-516004).

Livability Benefits:
N/A

Summary:
Plaintiff filed its lawsuit in 2018 in the Cook County Circuit Court, Chancery Division. Plaintiff’s lawsuit concerns allegations of breach of contract and sought a declaratory judgment for a mechanic’s lien pertaining to the public funds used in the City’s Fountain Square Renovation Project and Defendant Copenhaver Construction Inc.’s cross-claim against the City of Evanston for breach of contract.

Defendants and Plaintiff wish to resolve all claims in this litigation by settlement. The settlement agreement and release will be reviewed and approved as to form by the City’s attorneys. Plaintiff executed the settlement agreement and release. Plaintiff will dismiss the lawsuit with prejudice terminating the lawsuit upon approval of Resolution 63-R-19. Execution of the settlement agreement and payment is not an admission of liability by the Defendants.
Legislative History:
N/A

Attachments:
Resolution 63-R-19

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63-R-19

A RESOLUTION

Authorizing the Settlement and Release of all Claims in

WHEREAS, Case No. 2018-CH-15227 in the Circuit Court of Cook County, County Department, Chancery Division, concerns a lawsuit against the City of Evanston, Copenhaver Construction, Inc., and Western Surety Company, Inc. involving allegations of breach of contract and seeking a declaratory judgment issuing a mechanic’s lien on the public funds for the City’s Fountain Square Renovation Project; and

WHEREAS, the parties seek to settle and release all claims pursuant to the terms of a Release and Settlement Agreement (“Settlement Agreement”) negotiated by attorneys of record in this litigation;

WHEREAS, the City will pay Plaintiff a settlement amount of approximately sixty-five thousand dollars ($65,000.00) ("Settlement Payment") and the City will pay seventy thousand dollars ($70,000.00) to Defendant Copenhaver Construction Inc., pursuant to the terms of the Settlement Agreement; and

WHEREAS, the City’s payment to RJ O’Neil, Inc. and Copenhaver Construction, Inc. was already budgeted for within the Fountain Square Renovation Project and funds were withheld pursuant to this lawsuit;

WHEREAS, pursuant to the terms of the Settlement Agreement Plaintiff will obtain an order from the court dismissing with prejudice all claims brought against Defendants in Case No. 2018-CH-15227; and
WHEREAS, in compliance with Section 2(e) of the Open Meetings Act, 5 ILCS 120/2(e), the City must approve final action on settlement of this litigation in open session; and

WHEREAS, issuance of the City’s Settlement Payment is not an admission of liability.

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

SECTION 1: The City is hereby authorized to approve settlement with Plaintiff and issue the City’s Settlement Payment pursuant to the terms of the Settlement Agreement. The City’s Settlement Payment is not an admission of liability.

SECTION 2: Resolution 63-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

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Memorandum

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

From: Johanna Leonard, Community Development Director
      Gary Gerdes, Building and Inspection Services Manager

Subject: Ordinance 62-O-19, Administrative Fee for Building Permit Cancellations

Date: June 24, 2019

Recommended Action:
Staff recommends adoption of Ordinance 62-O-19, amending portions of Ordinance 136-O-18 Permit Fee Schedule to assess a cancellation fee to all building permit cancellations resulting in a refund request. Cancellation fee will be $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150.

Funding Sources:
Fee Revenue to Building and Inspection Services – Building Permits (Account 100.21.2126.52080).

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Background:
Current Building Permit Fee Schedules do not address permit cancellations and requests for refunds. The current policy is to refund the entire permit fee amount. The administrative fee will help offset the cost of administering permits and issuing refunds.
62-O-19

AN ORDINANCE

Amending Ordinance 136-O-18 Regarding the City of Evanston Permit Fee Schedule

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

SECTION 1: Ordinance 136-O-18, which established a Building Permit Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby amended and revised to add the following:

XX. PERMIT CANCELLATION

Cancellation of a Building Permit resulting in a refund request will be assessed a cancellation fee of $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Cancellation fees will be assessed on all permits issued by the Building & Inspection Services Division. Requests shall include name, address, phone number or email address, permit number and reason for cancellation of permit.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance 62-O-19 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.
SECTION 4: Ordinance 62-O-19 shall be in full force and effect after its passage and approval.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019

Adopted: _________________, 2019

Approved: _________________, 2019

______________________________
Stephen H. Hagerty, Mayor

Attest: _________________

Approved as to form: _________________

______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

PERMIT FEE SCHEDULE
Memorandum

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

From: Dave Stoneback, Public Works Agency Director
      Johanna Leonard, Community Development Director
      Gary Gerdes, Building & Inspection Services Division Manager

Subject: Ordinance 62-O-19, Cancellation Fee for Occupation of Public Way Permit Cancellations

Date: June 24, 2019

Recommended Action:
Staff recommends adoption of Ordinance 62-O-19, amending portions of Ordinance 136-O-18 Permit Fee Schedule to assess a cancellation fee to all building permit cancellations resulting in a refund request. Cancellation fee will be $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Funding will be provided from the Fee Revenue to Building and Inspection Services – Building Permits (Account 100.21.2126.52080).

Funding Sources:
Fee Revenue to Public Works Agency - Occupation of Public Way Permits (Account 100.40.4105.52126)

Livability Benefits:
Innovation & Process: Support local government best practices and processes

Background:
Current Occupation of Public Way Fee Schedules do not address permit cancellations and requests for refunds. Current policy is to refund the entire permit fee amount. The cancellation fee will help offset the cost of administering permits and issuing refunds.
AN ORDINANCE
Amending Portions of City Code to institute Permit Cancellation Fees

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

SECTION 1: City Code Subsection 7-2-5-1, “Permit Required; Termination; Restrictions,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

7-2-5-1. - PERMIT REQUIRED; TERMINATION; RESTRICTIONS, REFUNDS.

(A) Unless specified otherwise or the context clearly requires, "public right-of-way" shall, for purposes of this Title, have the definition set forth for "right-of-way" in Section 3 of Chapter 17 of this Title.

(B) Permits to occupy the public right-of-way for the purposes of building, construction, remodeling or maintenance, must first be obtained from the Director of Public Works or his/her designee and are intended only for imperative uses in connection with the actual erection, repair, maintenance, alteration, wrecking or removal of buildings, and shall terminate with the completion of such operation.

(C) Refund requests for cancelled Occupation of Public Right of Ways (ROW) shall be assessed a cancellation fee of $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Request shall include name, address, contact phone number or email address, permit number and reason for cancellation request.

It shall be unlawful to占用 any public right-of-way after the completion of the operation for which a permit has been issued by the Director of Public Works or his/her designee. It shall also be unlawful to occupy any public right-of-way, under authority of such permit, for the storage of articles not intended for immediate use in connection with the operation for which such permit has been issued.
SECTION 2: Subsection 7-2-6 of the Evanston City Code of 2012, as amended, is hereby further amended by the enactment of a new Subsection (H) thereof, “Permit Revocation and Permit Cancellation”, to read as follows:

7-2-6 (H) PERMIT REVOCATION AND PERMIT CANCELLATION

(H) Cancellation of permits for Occupation of Public Right of Ways for Business Purposes resulting in a refund request will be assessed a cancellation fee of $25 for permits issued with a permit fee of $150 or less and $50 for permits issued with a permit fee greater than $150. Cancellation fee will be assessed to any issued Sidewalk Café, Sidewalk Sign, Valet Parking, Moving Vehicle Parking and Storage Container and other occupation of public ways for business permit types issued by Public Works Agency or Building & Inspection Services Division. Request shall include name, address, contact phone number or email address, permit number and reason for cancellation request.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: Ordinance 61-O-19 shall be in full force and effect after its passage and approval.

SECTION 6: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee

From: Johanna Leonard, Community Development Director

Subject: Contract for the Sale of City-Owned Real Property Located at 1714-20 Chicago Avenue

Date: June 17, 2019

Recommended Action:
Staff requests City Council receive and file Resolution 59-R-19 “Authorizing the City Manager to Amend the Contract for the Sale of City-Owned Real Property Located at 1714-20 Chicago Avenue, Evanston, Illinois.” Staff seeks direction from City Council on potential future development efforts for this property.

Funding Source:
Not applicable

Summary:
At the June 10, 2019 City Council meeting, a motion was made by Alderman Wynne (and seconded) to hold the consideration of Resolution 59-R-19 to the June 24, 2019 meeting. The contract contained a zoning approval period which expired on June 12, 2019 and by holding the item, the zoning approval period expired prior to the next meeting.

Per the terms of the agreement, the transaction is effectively terminated. As noted in section 6 of the 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 the 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”. Accordingly, staff recommends that it be directed to send a formal notice to the Purchaser that the transaction is terminated. This termination notice will be the document that will allow the parties to submit to Chicago Title for release of the escrow funds for deposit ($50,000).

**Background:**
Prior to the June 10, 2019 City Council meeting, the development team’s representative, Greg Stec, formally requested an extension of the zoning approval to the contract for the purchase of the property located at 1714-1720 Chicago Avenue (commonly referred to as the Library Parking Lot). Mr. Stec requested an extension until December 31, 2019 at 5:00pm Central Time.

The property, commonly referred to as “the Library parking lot”, is an estimated 32,000 square feet. The public parking lot (Lot 3) contains 74 parking spaces. The lot features a solar canopy solar powered charging station.

Mr. Stec and partners have worked to develop the property as an office building. At the March 18, 2019 City Council meeting, the City Council denied the proposed Plan Development Application presented by the developer. At the following City Council meeting on April 8, 2019, a motion to reconsider the project was made and approved.

The first amendment to the contract, executed in July 2018 established an approval period which expired at 5:00 p.m. Central Time on December 12, 2018, the second amendment to the contract executed in December 2018 established an approval period that expired at 5:00 pm Central Time on June 12, 2019.

**Attachments:**
Resolution 59-R-19
Email correspondence from Greg Stec requesting extension of contract
Agreement with Chicago Avenue Partners
Second Amendment to Agreement for Purchase and Sale
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(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. 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 Third Amendment.

2. 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 December 31, 2019.

3. Effect of Amendment. All provisions of the Agreement not amended hereby shall remain in full force and effect.
Dated the date first written above.

SELLER:

CITY OF EVANSTON, ILLINOIS

By:__________________________
Name:________________________
Title:________________________

PURCHASER:

CHICAGO AVENUE PARTNERS LLC, an Illinois limited liability company

By:__________________________
Name:________________________
Title:________________________
Good Afternoon Chairman Suffredin:

At times opposition to the development of the Library Lot has appeared daunting, however, my team remains committed to this project. We would like to continue to work with you and others responsible for administering the development process for the municipality. Meeting the challenges of this site with neighboring historic landmark considerations will require additional time. Therefore, I am asking on behalf of Chicago Ave Partners LLC ("Purchaser") that the City of Evanston agree to extend the Approval Period referenced in Section 6(b) of the Purchase and Sale Agreement dated October 26, 2019 relating to 1714-1720 Chicago Avenue, Evanston Illinois so that said Approval Period shall expire at 5:00 p.m. Central Time on December 31, 2019. My understanding is that it is currently set to expire next month. We respectfully request an extension of approximately six (6) months. Please give this matter your consideration. Thank you

Greg Stec
Sent from my iPhone
AGREEMENT FOR PURCHASE AND SALE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Seller shall pay for:

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

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

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

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

(b) Purchaser shall pay for:

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

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

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

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

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

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

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

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

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

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

15. Anti-Terrorism and Anti-Money Laundering Compliance

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

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

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

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

18. **Default.**

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

(b) If on or before the Closing:

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

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

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

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

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

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

(C) to pursue an action for specific performance.

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

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

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

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

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

Notices as to Purchaser shall be sent to:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

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

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

22. **Intentionally Deleted.**

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

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

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

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

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

28. **Miscellaneous.**

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

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

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

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

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

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

PURCHASER:

CHICAGO AVENUE PARTNERS LLC
A Delaware limited liability company

By: [Signature]
Name: [Name]
Title: [Title]

SELLER:

THE CITY OF EVANSTON

By: [Signature]
Name: [Name]
Title: [Title]
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.
SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

This Second Amendment to Agreement for Purchase and Sale (this “First Amendment”) is made this 13th day of March, 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(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.

   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.

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: Wally Kilkenney
Name: Wally Kilkenney
Title: City Manager

PURCHASER:

CHICAGO AVENUE PARTNERS LLC, an Illinois limited liability company

By: 
Name: Theodore K. Sorensen
Title: 

Approved as to form
Michelle L. Masoncup
Michelle L. Masoncup
Corporation Counsel
Memorandum

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

From: Hugh DuBose, Assistant City Counsel

Subject: Approval to Amend City Code 3-4-6 "Classification and License Fees" to Add Class R-1 to the Liquor Code

Date: June 4, 2019

Recommended Action:
The Liquor License Commissioner recommends City Council adoption of Ordinance 51-O-19, amending City Code 3-4-6 "Classification and License Fees" to add Class R-1 to the Liquor Code to allow for alcoholic beverage sales at Welsh-Ryan arena.

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

Summary:
Northwestern University, through its exclusive caterer Levy Catering, requested a change to the Evanston Liquor Code to permit the sale of alcoholic beverages to attendees of the Northwestern basketball games at Welsh Ryan Arena. The current R liquor license covers the University area, but does not permit the sale of alcohol to attendees of sporting events. This ordinance creates a new liquor license class that permits the sale of alcohol at Walsh-Ryan arena. As drafted this ordinance only permits the sale of alcohol at Walsh-Ryan and no other venue.

Legislative History:
At the May 8, 2019, Liquor Control Review Board meeting, Northwestern University requested a proposed ordinance change to permit the sale of alcohol at the Welsh-Ryan arena.

Alternatives:
N/A

Attachments:
Ordinance 51-O-19
Minutes of the May 8, 2019 Liquor Control Review Board Meeting
AN ORDINANCE

Amending City Code 3-4-6 “Classification and License Fees” to Add Class R-1 to the Liquor Code

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

SECTION 1: Title 3, Chapter 4, Section 6 “Classification and License Fees” is amended for revisions to the Evanston City Code of 2012, as amended, and the new revisions shall read as follows:

(R-1) CLASS R-1 licenses, which shall authorize the sale on the premises specified of alcoholic liquor only for consumption upon the premises while food service is available. Such licenses shall be issued only to facilities with a permanently constructed seating capacity of not more than 8,000 and not less than 7,000 persons, designed and used for presentation of sporting events and other activities, such as recreational activities and entertainment events, and includes retail sales areas and retail food dispensing outlets, including, but not limited to, restaurant areas to accommodate liquor by the drink as well as food patronage, owned, operated and maintained by not for profit educational institutions within the designated university areas. Establishments holding Class R-1 licenses must have some food service available when alcoholic liquor is being sold. The term "university area" shall be as defined in Section 3-4-1 of this Chapter.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual fee for such license shall be six thousand dollars ($6,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable according to the provisions of Section 3-4-7 of this Chapter, shall be six thousand three hundred dollars ($6,300.00).

No more than one (1) such license(s) shall be in force at any one (1) time. (Ord. No. 51-O-19.)
SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this Ordinance 51-O-19 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 4: Ordinance 51-O-19 shall be in full force and effect after its passage and approval.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019

Adopted: _________________, 2019

Approved: _________________, 2019

_______________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________

Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
MINUTES
Liquor Control Board
Wednesday, May 8, 2019, 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner)
Members Absent: None
Staff Present: Hugh DuBose (Assistant City Attorney)
Others Present: Marion Macbeth; Dick Peach, Zuban Kammula, Scott Schwebel Alderman Revelle
Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at
11:00 a.m.

NEW BUSINESS
Northwestern University- Levy Catering License

Northwestern University as well as Levy catering requested a change to the Evanston
Liquor Code to permit the sale of alcoholic beverages to attendees of the Northwestern
basketball games at Welsh Ryan Arena.

Attorney Hugh DuBose provided background. Northwestern arena currently holds a
Class R license, which allows for some alcohol sales on the campus at Northwestern, but
that class is not applicable to Walsh-Ryan Arena.

The city drafted an ordinance that creates a new class of licenses called R1 which would
permit the sale of alcohol at the Walsh-Ryan arena.

The City drafted the ordinance so that the ordinance only applies to Welsh Ryan Arena
and excludes other athletic and performance venues on Northwestern’s campus.
Specifically, the draft ordinance applies to venues with a seating capacity of not more
than 8,000 and not less than 7,000. Walsh-Ryan Arena is the only building on
Northwestern's campus that meets this criteria.
Counsel for Levy Catering, Northwestern’s food and beverage service provider, Zuban Kammula, indicated that they may have interest in extending this privilege to other venues on Northwestern’s campus in the future, but for now, the idea is to see how it goes with the basketball games at Welsh Ryan Arena. This draft ordinance is restricted to the Walsh-Ryan arena intended for by-the-drinks sales inside the Walsh-Ryan arena. All of the training and procedures that Levy employs at other venues both on and off Northwestern’s campus will utilized at Welsh Ryan Arena. Levy has an exemplary compliance record throughout the country.

Alderman Revelle noted that Northwestern is currently not permitted to hold professional athletic events pursuant to the zoning code. If Northwestern would like to host tennis tournaments, they will need to seek changes to the zoning code.

All voted in favor to moving this to council.

**Colectivo – Sidewalk Café – Discussion only**

Currently, the City of Evanston has a sidewalk cafe ordinance that restricts permanent structures to be installed on the sidewalk. Colectivo has indicated that they would like to add a permanent structure.

The restrictions on serving alcohol depend on the type of restaurant. Type 1 restaurants, sit-down restaurants that must use reusable flatware and have wait staff, are permitted to serve alcohol on their sidewalk café with a meal. Type 2 restaurants include all other types of restaurants, such as counter-type restaurant with no wait staff and restaurants that use biodegradable products to serve food, are not permitted to sell alcohol on their sidewalk cafes.

Colectivo is a Type 2 restaurant and currently holds a liquor license.

In order to allow the Type 2 restaurants to serve alcohol in the sidewalk cafes, the sidewalk café ordinance will need to be amended to allow Type 2 restaurants to serve alcohol on their sidewalk cafes. If Colectivo’s permanent structure is approved, Colectivo would like to serve alcohol in their sidewalk café. If Colectivo is allowed to serve alcohol, that decision will affect those other license holders.

The proposed course of action is to amend the sidewalk café ordinance to allow Type 2 restaurants to serve alcohol on the sidewalk cafes if they comply with the Type 1 restaurant rules concerning having wait staff and reusable dishware. Additionally, the proposal would remove the requirement for Type 1 restaurants to only serve alcohol with the service of a meal.

Colectivo rep, Scott Schwebel, discussed their sales incentive and their expectations in acquiring such a license. Marion Macbeth reiterated that having a server would be ideal. The group discussed concurrence that the Type 1 requirements imposed on the Type 2 restaurants that want to serve alcohol in their sidewalk cafes should be applied.
The board, recommended approval of the proposed changes to the Sidewalk Café ordinance.

**ADJOURNMENT**
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor, at 11:29 a.m. May 08, 2019.

Respectfully Submitted,

Hugh DuBose  
Assistant City Attorney, Law Department
Memorandum

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

From: Hugh DuBose, Assistant City Counsel

Subject: Approval to Amend City Code 3-4-6 “Classification and License Fees” to Add Class R-1 to the Liquor Code

Date: June 4, 2019

Recommended Action:
The Liquor License Commissioner recommends City Council adoption of Ordinance 51-O-19, amending City Code 3-4-6 “Classification and License Fees” to add Class R-1 to the Liquor Code to allow for alcoholic beverage sales at Welsh-Ryan arena.

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

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Legislative History:
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Alternatives:
N/A

Attachments:
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Minutes of the May 8, 2019 Liquor Control Review Board Meeting
51-O-19

AN ORDINANCE

Amending City Code 3-4-6 “Classification and License Fees” to Add
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of alcoholic liquor only for consumption upon the premises while food service is
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constructed seating capacity of not more than 8,000 and not less than 7,000
persons, designed and used for presentation of sporting events and other
activities, such as recreational activities and entertainment events, and includes
retail sales areas and retail food dispensing outlets, including, but not limited to,
restaurant areas to accommodate liquor by the drink as well as food patronage,
owned, operated and maintained by not for profit educational institutions within
the designated university areas. Establishments holding Class R-1 licenses must
have some food service available when alcoholic liquor is being sold. The term
"university area" shall be as defined in Section 3-4-1 of this Chapter.

The applicant for the renewal only of such licenses may elect to pay the amount
herein required semiannually or annually. Such election shall be made at the time
of application.

The annual fee for such license shall be six thousand dollars ($6,000.00).

The total fee required hereunder for renewal applicants electing to make
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SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019
Adopted: _________________, 2019

Approved:

Approved as to form:

Stephen H. Hagerty, Mayor
Devon Reid, City Clerk
Michelle L. Masoncup, Corporation Counsel
MINUTES

Liquor Control Board
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Respectfully Submitted,

Hugh DuBose
Assistant City Attorney, Law Department
Memorandum

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

From: Hugh DuBose, Assistant City Counsel

Subject: Approval of Ordinance 57-O-19, Amending City Code Section 3-4-6 by Amending the Class J and P-2 Liquor Licenses

Date: June 4, 2019

Recommended Action:
The Liquor License Commissioner recommends City Council adoption of Ordinance 57-O-19, Amending City Code Section 3-4-6 by Amending the Class J and P-2 Liquor Licenses for brewpub operators and craft brewers. The amendments permit the off-site production of alcohol for sale on-site; the sale of beer and cider manufactured by other brewers for on-site consumption; and the sale of individual bottles of beer that are greater than 375 ml.

Livability Benefits:
Economy & Jobs: Retain and expand local businesses.

Summary:
In 2018, the State of Illinois amended the Illinois Liquor Control Act. Two significant changes impacted brewers in Evanston. This ordinance addresses both of these changes. First, the State permitted craft brewers to brew beer off-site and serve the beer in their tap rooms. Second, the State now allows craft brewers to sell beer and cider produced by other brewers in a tap room. Previously, a craft brewer could only sell beer produced by the craft brewer on-site. Ordinance 57-O-19 updates the City Code to conform to the Illinois Liquor Control Act and permits the sale of a limited quantity of beer brewed off-site and a limited number of taps from off-site breweries or cidieries. Additionally, Ordinance 57-O-19 removes the requirement for BASSET certifications for those not involved in selling or serving alcohol. Finally, Ordinance 57-O-19 adjusts the restriction on the sale of single containers of alcohol by reducing the container minimum from 22 ounces to 12.5 ounces. This change will permit the sale of specialty beers by brewers at breweries and brew pubs.

Legislative History:
The LCRB discussed amending the Class J and P-2 Licenses during the May 29, 2019, meeting.
Attachments:
Ordinance 57-O-19
Minutes of the May 29, 2019 Liquor Control Review Board Meeting
AN ORDINANCE

Amending Various Portions of the City of Evanston Liquor Code

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

SECTION 1: Subsection 3-4-6-(J) of the Evanston City Code of 2012, as
amended, is hereby further amended by permitting off-site brewing and the sale of beer
and cider produced by other brewers to read as follows:

1. It shall be unlawful for a Class J licensee to sell a container of beer for off-
premises consumption unless the volume of the container is equal to or greater
than twenty-two (22) ounces twelve and one half (12.5) ounces or .65 liters 375
ml.

SECTION 2: Subsection 3-4-6-(P-2) of the Evanston City Code of 2012,
as amended, is hereby further amended by permitting off-site brewing and the sale of
beer and cider produced by other brewers to read as follows:

(P-2) CLASS P-2 CRAFT BREWERY license shall authorize the on-site production
and storage of craft beer in quantities not to exceed nine hundred thirty thousand
(930,000) gallons (or thirty thousand (30,000) barrels) per year and the sale of
such beer for consumption off-premises. If the State Liquor Commission provides
prior approval, a P-2 Craft Brewery license holder may annually transfer up to
465,000 gallons of beer manufactured by that P-2 Craft Brewery license holder to
the premises of a licensed Craft Brewery wholly owned and operated by the same
licensee. The annual amount transferred shall count toward the Craft Brewery’s
annual permitted production limit. A Class P-2 Craft Brewery License also
authorizes on-site sampling and retail sale for consumption of such beer by
persons of at least twenty-one (21) years of age. Such craft brewery licenses shall
be issued subject to the following conditions:

1. It shall be unlawful for a Class P-2 licensee to sell a container of beer for off-
premises consumption unless the volume of the container is equal to or greater
than twenty-two (22) ounces twelve and one half (12.5) ounces or .65 liters 375 ml.

2. Class P-2 licensees may during authorized hours of business offer for onsite consumption samples of beer, or beer for retail sale, the beer permitted to be produced and sold pursuant to this classification. Class P-2 licensees may also sell on the licensed premises to non-licensees for on or off-premise consumption for the premises in which he or she actually conducts such business (i) beer manufactured by any other brewer, class 1 brewer, or class 2 brewer; and (ii) cider. A P-2 licensee is limited to five (5) taps for beer or cider not manufactured by the licensee. Also the licensee’s gross sales of beer or cider not manufactured by the licensee cannot exceed 50% of the licensee’s total gross retail sales of alcohol. Licensees who offer servings of beer for retail sale shall provide expanded food service which includes such items as sandwiches, flatbreads, empanadas, hot dogs, salads, or other similar a la carte items to customers who are purchasing a craft beer serving(s). Licensees may arrange for the presence and operation of a mobile food vehicle on or adjacent to the licensed premises during authorized hours of business to serve food to customers. Only mobile food vehicle vendors licensed pursuant to Title 8, Chapter 23 of the City Code shall be allowed to be present and operate. Licensees required to provide expanded food service shall comply with all applicable requirements of Title 8, Chapter 6 of the City Code.

3. Class P-2 licensees must have at least one (1) BASSET-certified site manager on-premises whenever beer is available for on-site consumption. All persons who sell, open, pour, dispense or serve craft beer shall be BASSETT certified. Class P-2 licensees must provide food service whenever beer is available for on-site consumption, in accordance with the specifications applicable to retail sale for on-site consumption. The licensee is strictly liable for complying with all provisions regarding food service. Craft beer for product sampling or retail sale for on-site consumption shall be sold and dispensed only in containers provided by the licensee. Craft beer servings for consumption on premises shall be dispensed in containers no larger than sixteen (16) ounces. Craft beer sold within the licensed premises for consumption on the premises shall not be removed from the licensed premises. No alcoholic liquor shall be brought onto the licensed premises or consumed on the licensed premises other than the craft beer sold at retail or offered for sampling.

4. It shall be unlawful for the holder of a Class P-2 license to provide a sample of or sell any beer between the hours of 12:00 a.m. and 10:00 a.m. on any Monday, Tuesday, Wednesday, Thursday or Friday; between the hours of 1:00 a.m. and 10:00 a.m. on any Saturday; and between the hours of 1:00 a.m. and 12:00 p.m. on any Sunday.

5. Every Class P-2 licensee must have a valid Class 3 1, or Class 2 brewer’s license from the State of Illinois. Every licensee shall maintain accurate records as to the
total gallonage of beer manufactured on the premises and the total gallonage of beer manufactured on the premises and sold for consumption off-premises. Licensee shall produce said records to the City upon request.

6. Every employee of a Class P-2 licensee who participates in the production and sale of beer, pursuant to this license class, must be BASSET-certified.

The applicant for the renewal only of such licenses may elect to pay the amount herein required semiannually or annually. Such election shall be made at the time of application.

The annual single payment fee for initial issuance or renewal of such license shall be four thousand dollars ($4,000.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be four thousand ninety dollars ($4,090.00).

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and must be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance must be in full force and effect after its passage, approval, and publication in the manner provided by law.

SECTION 5: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity must not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.
Introduced: _________________, 2019

Adopted: _________________, 2019

Approved:

___________________________, 2019

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________

Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
MINUTES

Liquor Control Board
Wednesday, May 29, 2019 11:00 a.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2750

Members Present: Mayor Stephen H. Hagerty (Local Liquor Control Commissioner); Marion Macbeth; Dick Peach
Members Absent: None
Staff Present: Staff Attorney, Hugh DuBose
Others Present: Rosario Barreto, Jose Barreto; Mitch Einhorn, Janice Webster, Alderman Eleanor Revelle, Paul Hletko, Cesar Marron, Shawn Decker, and Josh Gilbert

Presiding Member: Local Liquor Control Commissioner Stephen H. Hagerty/Mayor

CALL TO ORDER
The Local Liquor Control Commissioner Stephen Hagerty called the meeting to order at 11:00 a.m.

NEW BUSINESS
Frida’s Breakfast and Lunch, 618 Church Street, Evanston, IL
Rosario Barreto on behalf of her restaurant, Frida's Breakfast and Lunch, requested a Class D (Restaurant) liquor license. Rosario indicated that they recently opened in late January of 2019 serving only breakfast and lunch, but are expanding their dining options to include dinner and would like to serve alcohol. Ms. Barreto and her husband are also the owners of an indoor soccer facility in Chicago, IL that has a restaurant where they have had a liquor license for about four years. Ms. Rosario confirmed that she has completed the Basset certificate and is aware of the laws regarding underage drinking. The Local Liquor Control Commissioner asked the members if there were any further questions or concerns over the request. No further questions from Members. The Board recommended approval of the liquor license to be introduced at the City Council meeting on June 10, 2019.

Lush Wine & Spirits, 2022 Central Street, Evanston, IL 60201
Mitch Einhorn and Janice Webster on behalf of Lush Wine & Spirits requested a Class I (Restaurant) license. Lush Wine & Spirits previously obtained a liquor license, but the license expired in in 2016. The applicants are now applying for a new license.

The business is expected to open once the building passes all City of Evanston inspections.

Mr. Einhorn indicated that he owns other locations and a restaurant. He has twenty-five years’ experience operating restaurants or stores that sell alcohol. He is familiar with the laws regarding the selling of alcohol.
There were no further questions or concerns. The Board recommended approval of the liquor license to be introduced at the City Council meeting on June 10, 2019. Alderman Revelle recommended suspending the rules on this ordinance and presenting it for introduction and action at the June 10, 2019, City Council meeting.

**Proposed new P-5 class ordinance (Alcohol Manufacturer)**

Evanston currently only has one liquor license for distilleries. This license caps the amount of alcohol that can be distilled at 30,000 gallons and is intended for craft distilleries. The state of Illinois allows alcohol manufacturers to distill larger amount of alcohol; however, the City of Evanston does not have a license to accommodate these manufacturers. FEW Spirits has contacted the City regarding future growth that would require a new license class. The City’s Law Department prepared a proposed ordinance to add a new license (P-5) to the Liquor Code that would permit larger scale alcohol manufacturing as permitted by State law.

The proposed ordinance adds a class P-5 license to the liquor code which removes the City’s cap on the volume of alcohol that can be distilled by a state licensed alcohol manufacturer. The requirements of this license track the manufacturer license in the Illinois Liquor Control Act. The proposed ordinance also adds definitions of alcohol manufacturing and alcohol manufacturer. These definitions mirror those currently found at the Illinois state code.

Currently state law does not permit retail sale, either off or on-site, by an alcohol manufacturer. The proposed P5 class will allow for alcohol manufacturers to serve or sell liquor only if it is permitted by state law. If permitted, alcohol manufacturers will need to follow the rules for craft distillery tasting room. Further discussions about the potential changes were discussed. Any zoning changes would be consistent with the liquor code. Paul Hletko of FEW Liquors voiced his support of the changes. There were no objections. The ordinance will be introduced at the June 10, 2019 city council meeting.

**Proposed updates to Class J and P-2 licenses**

In 2018 Illinois made several changes to the Illinois Liquor Control Act. Two of the changes impact brewers in Evanston. First, state law now permits production off-site of beer to be served in a brewer’s own tap room. Second, the state now allows craft brewers to serve beer and cider brewed by other brewers. Previously state law required beer to be brewed on-site in order to be served in a tap room.

The Law Department drafted an ordinance that will allow brewers to produce up to 465,000 gallons of beer manufactured off-site and allow for craft breweries with a tap room to have up to five taps of beer or cider from other producers of beer and cider. The amount of alcohol from other brewers is further limited as it cannot be more than fifty percent of a taproom’s gross retail sales of alcohol.

The draft ordinance also proposes a change to the Class J and P-2 licenses so that craft breweries and brew pubs can sell individual containers as small as 375 ml. Currently to
sell a container of beer for off-premises consumption the container must be no smaller than twenty-two ounces. Permitting brewers to sell in single containers of at least 375 ml will allow brewers to sell unique types of sours and specialty beers.

Finally the draft ordinance removes the requirement that employees engaged in the production of alcohol be BASSETT certified. BASSETT certification is a state requirement for individuals engaged in the sale and service of alcohol and is not intended for those in the manufacturing process.

Cesar Marron and Shawn Decker of Sketchbook and Josh Gilbert of Temperance voiced support to the changes to the code.

Board member Marion MacBeth expressed her reservations with reducing the minimum size requirement for a single container of alcohol.

The Board recommended the proposed updates to move forward and be introduced at the City Council meeting on June 10, 2019.

Board & Brush Evanston, 802 Dempster Street, Evanston, IL 60202
On April 26, 2019 Board & Brush Evanston notified the law department that they were ceasing operations effective April 28, 2019. Board and Brush requested that their license not be renewed.

There were no further questions or concerns. The Board recommended approval of the ordinance reducing the number of Class X licenses from one (1) to zero (0) be introduced at the City Council meeting on June 10, 2019. Alderman Revelle recommended suspending the rules on this ordinance and presenting it for introduction and action at the June 10, 2019, City Council meeting.

ADJOURNMENT
The meeting was adjourned by the Local Liquor Control Commissioner Stephen H. Hagerty, Mayor at 11:41 a.m. May 29, 2019.
Respectfully Submitted,

Hugh DuBose
Assistant Attorney, Law Department
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RUE SIMMONS, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF JUNE 10, 2019

III. ITEMS FOR CONSIDERATION

(P1) Ordinance 64-O-19, Major Zoning Relief for a Curb Cut and Driveway to the Street at 2650 Sheridan Road – Variations in the R1 District
The Zoning Board of Appeals and staff recommend denial of Ordinance 64-O-19 authorizing a major variation to establish a curb cut and driveway from the street frontage (Sheridan Rd.) on a newly subdivided property with alley access in the R1 Single Family Residential District. The property currently features a single family residence with a curb cut and driveway from the street frontage. The existing single family residence will be demolished and a new residence will be constructed. The proposal does not meet the Standards for Variation, specifically the proposal is not keeping with the intent of the Zoning Ordinance, does not have a hardship or practical difficulty peculiar to the property, is based upon a desire to extract additional income from the property, and is not limited to the minimum change necessary.
For Introduction

(P2) Ordinance 54-O-19, Amending Various Parts of Title 6, “Zoning,” of the Evanston City Code To Conform with the City of Evanston Inclusionary Housing Ordinance – Zoning Text Amendment
The Plan Commission and staff recommend adoption of Ordinance 54-O-19, amending various parts of Title 6, “Zoning,” of the Evanston City Code to conform with the City of Evanston Inclusionary Housing Ordinance to revise density and parking bonuses established by the City of Evanston’s revised Inclusionary Housing Ordinance (IHO), 107-O-18.
For Introduction
(P3) **Ordinance 65-O-19, Extending the Time for Applicant to Obtain a Building Permit to Construct the Planned Development at 100 and 128-132 Chicago Avenue**

Staff recommends adoption of Ordinance 65-O-19 to extend the time for commencement of construction of the Planned Development at 100 and 128-132 Chicago Avenue, originally approved on June 26, 2018. The Ordinance would grant a one-year extension for building permit issuance to June 24, 2020.

**For Introduction**

IV. ITEMS FOR DISCUSSION

(PD1) **Elgin Road Pilot**

Alderman Fiske proposes a pilot to evaluate the temporary closure of Elgin Road between Emerson Street and Orrington Avenue. The purpose of this pilot is to consider the potential benefits of restoring the original street grid system at the northern edge of the downtown business district. Staff seeks further direction from the Planning and Development Committee. If the Committee directs staff to study this area, then a complete evaluation of vehicular turning and detour ability needs further review before initiating a pilot.

**For Discussion**

V. COMMUNICATIONS

VI. ADJOURNMENT
Planning & Development Committee Meeting
Minutes of June 10, 2019
6:45 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center

MEMBERS PRESENT: J. Fiske, T. Suffredin, A. Rainey, R. Rue Simmons, E. Revelle,
D. Wilson, M. Wynne

STAFF PRESENT: M. Masoncup, J. Leonard, S. Mangum

PRESIDING OFFICIAL: Ald. Revelle

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR
A quorum being present, Ald. Revelle called the meeting to order at 7:28 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF MAY 13, 2019

Ald. Rue Simmons moved to approve the minutes of the May 13, 2019 meeting, seconded by Ald. Wynne. The committee voted unanimously 7-0, to approve the May 13, 2019 minutes.

III. ITEMS FOR CONSIDERATION

(P1) Homeless Management Information System (HMIS) Application for Funding
The Housing and Homelessness Commission and staff recommend approval of a renewal grant in the amount of $20,500 from the Affordable Housing Fund for the Homeless Management Information System (HMIS) to the Alliance to End Homelessness in Suburban Cook County (“The Alliance”). The Alliance receives funding from HUD for HMIS, and has a 20% non-federal match requirement to make full use of this funding. The $20,500 grant from the Affordable Housing Fund will enable the Alliance to access $82,000 in HUD funds. Funding is from the Affordable Housing Fund (Account 250.21.5465.65500). The 2019 Affordable Housing Fund has $21,000 budgeted for HMIS and an uncommitted cash balance of approximately $750,000.

For Action

Ald. Rue Simmons moved to Approve the funding, seconded by Ald. Wilson. The Committee voted 7-0 to approve this item.
Resolution 56-R-19, Proposed Re-subdivision of 1424 Dewey Ave

City staff recommends adoption of Resolution 56-R-19 approving the proposed re-subdivision of the property located at 1424 Dewey Avenue.

For Action

Ald. Rue Simmons moved to Approve Resolution 56-R-19, seconded by Ald. Wynne. The Committee voted 7-0 to approve this item.

IV. ITEMS FOR DISCUSSION

V. COMMUNICATIONS

VI. ADJOURNMENT

Ald. Wilson moved to adjourn, seconded by Ald. Wynne. The meeting adjourned at 7:31 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Manager
To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning and Zoning Manager
Melissa Klotz, Zoning Administrator

Subject: Ordinance 64-O-19, Major Zoning Relief for a Curb Cut and Driveway to the Street at 2650 Sheridan Rd. - 19ZMJV-0028

Date: June 18, 2019

Recommended Action:
The Zoning Board of Appeals and staff recommend denial of Ordinance 64-O-19 authorizing a major variation to establish a curb cut and driveway from the street frontage (Sheridan Rd.) on a newly subdivided property with alley access in the R1 Single Family Residential District. The property currently features a single family residence with a curb cut and driveway from the street frontage. The existing single family residence will be demolished and a new residence will be constructed. The proposal does not meet the Standards for Variation, specifically the proposal is not keeping with the intent of the Zoning Ordinance, does not have a hardship or practical difficulty peculiar to the property, is based upon a desire to extract additional income from the property, and is not limited to the minimum change necessary.

Livability Benefits:
Built Environment: Enhance public spaces; Provide compact and complete streets

Background:
The property was subdivided into two lots, 2648 Sheridan Rd. and 2650 Sheridan Rd., on May 29, 2018 while under prior ownership. Following the subdivision, the current owner purchased the parcels with plans to demolish the existing single family residence and construct two new single family residences. A timeline of communication between the prior ownership, staff, and current ownership is attached for reference.

Summary:
The applicant plans to demolish the single family residence at 2650 Sheridan Rd. that currently utilizes a driveway and curb cut to the street. The existing driveway and curb cut extend over the new property line that splits the property into two parcels. The
The applicant proposes to relocate the curb cut and driveway further north on the property, but also finds it acceptable to retain the existing curb cut location and angle the driveway so that it no longer extends over the new property line if that is more amenable to the City.

The Zoning Ordinance allows existing driveways and curb cuts that lead to the street to exist and be replaced in kind even when alley access present since the situation is legally nonconforming. However, if a property is subdivided into new parcels, or if a house is demolished, the driveway and curb cut lose their legal nonconformity and are required to then utilize alley access. Once the house is demolished, there is no principal use or legal parking area on the property therefore the driveway and curb cut must also be removed.

The property abuts a 20’ unpaved alley, which the applicant believes may be difficult to navigate. However, there are a dozen properties on the same block that front on either Sheridan Rd. or Orrington Ave. and use the same alley to access parking. The second new house proposed at 2648 Sheridan Rd. would also use the alley to access a proposed garage located in the rear of the property. The applicant also believes alley accessed parking is difficult for visitors to the property. The applicant purchased the newly subdivided property and anticipated a driveway leading to the street would be acceptable since one was already located on the property, and now has 2650 Sheridan Rd. under contract for purchase with plans for a new house that includes a street-loading driveway. The applicant believes the purchase will fall through if the proposed driveway is not allowed.

There are existing driveways and curb cuts leading to Sheridan Rd. within the block, including a curb cut approved by major variation in April 2017 for a circular driveway at 2658 Sheridan Rd., which is the property immediately to the north. In that case, a driveway and curb cut to the street already existed, but was approved to be expanded into a second curb cut so that vehicles would not have to back out onto Sheridan Rd.

The Public Works Agency believes the proposed access is not the safest option available since Sheridan Rd. is a busy street, vehicles would need to back out into traffic, the Sheridan Rd. and Clinton Pl. street intersection is only approximately 175 feet away from the proposed driveway, and utilization of the alley is available.

In August 2018, in conjunction with Sheridan Rd. construction, the existing depressed curb was replaced with full curbing at the direction of City staff. This was done since the existing curb cut straddled the new subdivision line and it was communicated that the driveway would not remain in that location. This was also done based on sewer and water disconnect plans that were submitted to the City by the current owner in July 2018 that indicated the street loading driveway and curb cut would be removed and detached garages would be located adjacent to the alley. The zoning relief requested is not due to the closing of the previous curb cut. If the curb cut had not been removed during the Sheridan Rd. construction, the property owner would still need to request zoning relief to either leave the curb cut as existing or move it over as now proposed.

The current property owner states he was unaware the driveway and curb cut would require removal since it was not conveyed to him by the previous property owner that
underwent the subdivision process. The current property owner believed that the existing curb cut and driveway would either be permitted or still considered legally-nonconforming following the demolition of the house. A timeline of communication between staff and the applicant is attached. Staff first alerted the property owner to the issue in October 2018 following a zoning analysis submittal that included a street loading driveway (different from and after the sewer and water disconnect plan that included removal of the street loading driveway was submitted), and then continued discussion, including legal interpretation on the issue from the City’s Law Department, with the property owner through the submittal of the zoning relief application.

City staff is aware of objections to the proposal by two neighboring property owners who feel there is no hardship and any unnecessary curb cuts to Sheridan Rd. are hazardous.

**Legislative History:**
May 21, 2019 – The Zoning Board of Appeals determined the property features a viable compliant alternative since it has alley access, and there is no hardship to utilizing the alley access since the property will be redeveloped with a new single family residence. The ZBA noted approving any curb cuts to Sheridan Rd. that are not necessary could set a dangerous precedent and increase traffic issues.

**Attachments:**
- Proposed Ordinance 64-O-19
- Timeline of Communication (compiled by staff)
- ZBA Findings of Fact
- ZBA Meeting Minutes Excerpt – May 21, 2019
- ZBA Packet – May 21, 2019
64-O-19

AN ORDINANCE

Granting Major Variation Related to 2650 Sheridan Road in the
R1 Single Family Residential District

WHEREAS, Shawn Jones (the “Applicant”), attorney for the property
owners of the property commonly known as 2650 Sheridan Road (the “Subject
Property”), located within the R1 Single Family Residential District and legally described
in Exhibit A, attached hereto and incorporated herein by reference, submitted an
application seeking approval of a Major Variation to zoning requirements imposed by
Subsection 6-16-2-2 and Subsection 6-8-2-12 of Title 6 of the Evanston City Code of
2012, as amended (the “Zoning Ordinance”); and

WHEREAS, the Applicant requested the following Major Variations from
the Zoning Board of Appeals:

(A) To establish a curb cut and driveway from the street frontage (Sheridan Road)
when alley access to the property is present in the R1 Single Family Residential
District; and

WHEREAS, on May 21, 2019, the Zoning Board of Appeals (“ZBA”),
pursuant to proper notice, held a public hearing in case no. 19ZMJV-0028 to consider
the application, received testimony, and made written records and findings that the
application:

(A) did not meet the standards for Major Variations set forth in Subsection 6-3-8-12(E)
of the Zoning Ordinance and recommended City Council deny the requested Major
Variation

WHEREAS, at its meeting of June 24, 2019, the Planning and Development (“P&D”) Committee of the City Council received input from the public,
carefully considered the ZBA’s record and findings, and recommended the City Council accept the amended application and approve the Major Variation to establish a curb cut and driveway from the street frontage (Sheridan Road) when alley access to the property is present in the R1 Single Family Residential District; and

WHEREAS, at its meetings of June 24, 2019 and July 8, 2019, the City Council considered and adopted the recommendation of the P&D Committee, as amended,

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

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

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10-(D) of the Zoning Ordinance, the Major Variation on the Subject Property applied for in case no. 19ZMJV-0028 and described hereinabove.

SECTION 3: The Major Variation approved hereby is as follows:

(A) Approval to establish a curb cut and driveway from the street frontage (Sheridan Road) when alley access to the property is present in the R1 Single Family Residential District.

SECTION 4: Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:
(A) **Drive way design:** The driveway shall include a 3-point turn-about so that vehicles are able to turn around within the private property and do not have to back out onto Sheridan Road.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s agents, assigns, and successors in interest.”

**SECTION 6:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

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

**SECTION 8:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 10:** The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
EXHIBIT A

Legal Description

Lot 1 in Sheridan Views Subdivision, being a resubdivision of Lot 1 in C.W. Finkl's Consolidation of the north 1/2 of Lot 2, all of Lot 1 and that part of Lot 4 lying north of the south line of Lot 1 extended to the westerly line of Lot 4 in Clinton Manor, being a subdivision of Lots 1 to 5, in Block 1, together with vacated alley lying west of said Lots 1, 2 and 3, also, Lots 1 and 2 in Block 2, all in Nate and Phelp's Addition to Evanston, in the Section of Quilmette Reservation in Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN(s): 05-35-407-033-0000

Commonly Known As: 2650 Sheridan Road, Evanston, Illinois.
2650 Sheridan Rd. Driveway Issue - Timeline

February 16, 2018 - surveyor submitted a preliminary site plan to subdivide the property on behalf of the property owner, with email and site plan noting detached garages (requiring alley access) for both properties.

September 17, 2018 - submitted for permits 18MSWK-0170 for a driveway from Sheridan Rd. at 2648 Sheridan Rd. and 18MSWK-0171 for a driveway at 2650 Sheridan Rd.

October 8, 2018 - property owner was notified the driveway permit for 2650 Sheridan Rd. was noncompliant with zoning (per email and zoning analysis results).

October 19, 2018 - property owner asked staff to consider the 2650 Sheridan Rd. driveway legally nonconforming (“grandfathered in”) with street access. Staff confirmed it is noncompliant and cannot be “grandfathered in” since the driveway does not lead to compliant parking (since there is no house on the lot; since it is a newly subdivided lot).

March 28, 2019 - City Law Dept. confirmed to property owner’s attorney the driveway to the street is not “grandfathered in” per the Zoning Ordinance since the property was subdivided.

April 5, 2019 - Major Variation application submitted.
In the case of

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<tr>
<th>Case Number:</th>
<th>19ZMJV-0028</th>
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<tr>
<td>Address or Location:</td>
<td>2650 Sheridan Rd.</td>
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<tr>
<td>Applicant:</td>
<td>Shawn Jones, attorney</td>
</tr>
<tr>
<td>Proposed Zoning Relief:</td>
<td>Establish a curb cut and driveway to the street frontage (Sheridan Rd.) when alley access is present.</td>
</tr>
</tbody>
</table>

After conducting a public hearing on May 21, 2019, the Zoning Board of Appeals makes the following findings of fact, based upon the standards for major variances specified in Section 6-3-8-12 of the City Code:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) The requested variation will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties;</td>
<td>_______Met ___X___Not Met 4-0</td>
</tr>
<tr>
<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>_______Met ___X___Not Met 4-0</td>
</tr>
<tr>
<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>_______Met ___X___Not Met 4-0</td>
</tr>
<tr>
<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>_______Met ___X___Not Met 4-0</td>
</tr>
<tr>
<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
<td>_______Met ___X___Not Met 4-0</td>
</tr>
</tbody>
</table>
(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-0</td>
<td></td>
</tr>
</tbody>
</table>

(G) The requested variation is limited to the minimum change necessary to alleviate the particular hardship or practical difficulty which affects the property;

<table>
<thead>
<tr>
<th>Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X-0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote of

0 in favor & 4 against

recommends to the City Council

approval with conditions

X denial

Condition:
1. If the variation is granted by City Council, the driveway shall have a three-point turn to allow vehicles to turn around on the private property instead of backing out onto Sheridan Rd.

Attending: Vote:

<table>
<thead>
<tr>
<th>Aye</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- X Violetta Cullen
- X Lisa Dziekan
- X Kiril Mirintchev
- X Myrna Arevalo
- X Mary McAuley
Declaration of Quorum
With a quorum present, Vice Chair Cullen called the meeting to order at 7:00 p.m.

Minutes
Ms. Arevalo motioned to approve the meeting minutes of April 16, 2019, which were seconded by Mr. Mirintchev and approved 4-0.

Old Business

New Business
2650 Sheridan Rd. 19ZMJV-0028
Shawn Jones, attorney, applies for major zoning relief to establish a curb cut and driveway from the street frontage (Sheridan Rd.) when alley access to the property is present (Zoning Code Section 6-16-2-2) in the R1 Single Family Residential District. The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Ms. Klotz read the case into the record.

Shawn Jones, attorney, explained the proposal:
- There is currently a home with a driveway to the street. That home will be demolished.
- The property was subdivided into two lots recently, and the owner plans to keep the driveway to the street for one of the subdivided properties, while the other lot will use the alley access.
- There is no additional impact to the neighbors because the curb cut is existing.
- The proposal is keeping with the intent of the Zoning Ordinance because a second curb cut is not being added.
- The hardship is that there is already a purchaser for the lot and it is a deal breaker to lose the curb cut, and the current owner purchased the lot with the curb cut so he expected it could remain.
There is no additional income derived from the proposal, but there would be income lost if the driveway and curb cut are not allowed.
The preference is to relocate the curb cut so that it is not at the very edge of the property, but it can remain in the old location if that is preferred by the Board.

Mr. Mirintchev noted there is a site plan in the packet that says 'optional garage' at the rear of the property with alley access and the applicant responded yes, there was that option but the current buyer did not choose that option.

Ms. Dziekan asked staff to explain what was legally nonconforming or ‘grandfathered in’ and Ms. Klotz explained the existing driveway and curb cut were legally nonconforming but once the property was subdivided and when the house is torn down, all legal nonconformities go away so the driveway and curb cut must be removed. Once the house is torn down, there is no principal use or structure on the property, so any legally nonconforming accessory use or structure (the driveway and curb cut) cannot retain that status and must also be removed. The new house will have to comply with the current Zoning Ordinance, and the driveway access will as well.

Alex Factor, property owner, stated he spoke to the owner to the south of the subject property, and the owner kitty-corner to the property, and the neighbor to the north said they do not care.

Mr. Mirintchev asked if there is a conditional sale for the south lot, and Mr. Factor responded no. Mr. Mirintchev asked if other reasonable solutions have been explored, and the applicant responded no because the conditional sale requires the curb cut and it was expected that curb cut would be allowed. The applicant explained there is enough impervious area allowed on the property for a turn-around within the driveway so that vehicles are not required to back out onto Sheridan Rd. if they do not want to.

Ms. Arevalo recommended the previous curb cut location is not a good location because the driveway apron extends in front of the other (subdivided) property. The new location is preferable if the driveway is granted.

Ms. Dziekan noted a 3-point turning area could be constructed on the driveway so that vehicles do not have to back out, and Ms. Klotz confirmed the driveway configuration could be a required condition of approval, though it is not feasible to enforce how vehicles use that driveway configuration. The applicant confirmed there is enough impervious area available to expand the driveway if needed.

Elliot Wixer, 500 Skokie Blvd, attorney representing Jim Hennessey at 2658 Sheridan Rd. immediately to the north with the circular driveway, stated there is no hardship since there is alley access.

Ms. Dziekan noted it is somewhat ironic that 2658 Sheridan Rd. was granted a second curb cut not long ago for safety reasons so that vehicles would not back out onto Sheridan Rd., but now oppose the curb cut at 2650 Sheridan Rd. Mr. Wixer responded that if the subject property were not subdivided, it would be wide enough to accommodate a circular driveway with a new curb cut further away from 2658 Sheridan Rd.
Rd. and that would be fine. The issue is primarily safety related and does not have a hardship other than a financial hardship.

Paula Jones, 2664 Sheridan Rd., opposes the proposal because there is no hardship and the current owner should have realized that with the subdivision and demolition of the house, the driveway and curb cut would also have to be removed. There are many properties on Sheridan Rd. that do not have driveways that lead to the street. Ms. Jones explained she once inquired about adding a driveway to the street and was told no by zoning, and understands why. Any additional curb cuts on Sheridan Rd. are hazardous.

The applicant summarized that the driveway and curb cut are necessary and the property owner has no problem adding a 3-point-turn.

Deliberation:
Ms. Dziekan asked if allowing curb cuts depends on the street, and Ms. Klotz confirmed that any property with alley access cannot have a curb cut.

Mr. Mirintchev stated this is a difficult situation and mistakes were made along the way that have led to this point. It is understandable why the property owner wants a curb cut, especially given there is a pending sale and plans dependent on this. However, front loading garages are not aesthetically pleasing, and the proposal does not keep with the intent of the Zoning Ordinance and could set a dangerous precedent.

Ms. Arevalo agreed with Mr. Mirintchev and noted the financial hardship is because a deal has already been made, but unfortunately the request does not meet the standards. Vice Chair Cullen agreed.

Ms. Dziekan stated this is a very challenging case, but the hardship is financial and there is an alternative compliant option.

Standards:
1. No
2. No
3. No
4. No
5. No
6. Yes
7. No

Ms. Dziekan motioned to recommend denial with the condition that if City Council grants approval, the ZBA recommends including the condition that the driveway have a 3-point turn, which was seconded by Ms. Arevalo and unanimously recommended for denial with the condition if approval occurs.

The meeting adjourned at 8:25pm.
To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 54-O-19, Amending Inclusionary Housing Ordinance Bonuses

Date: June 17, 2019

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 54-O-19, Amending various parts of Title 6, “Zoning,” of the Evanston City Code to conform with the City of Evanston Inclusionary Housing Ordinance to revise density and parking bonuses established by the City of Evanston’s revised Inclusionary Housing Ordinance (IHO), 107-O-18.

Livability Benefits
Built Environment: Support Housing Affordability, Provide Compact and Complete Streets and Neighborhoods

Background
On November 29, 2018, the City Council approved a revised IHO ordinance, 107-O-18. The ordinance, which went into effect on January 1, 2019, amended definitions and regulations for the inclusion of affordable housing in residential developments providing 5 or more dwelling units.

The ordinance also included development bonuses for those projects that provide on-site affordable units and comply with all requirements of the IHO. The IHO bonuses affect the density, floor area ratio (FAR), building height and parking requirements.

Proposal Overview
Staff is proposing to amend the Zoning Ordinance to revise development bonuses established within the Inclusionary Housing Ordinance. The amendments are outlined below.
Revised Site Development Allowance Section
Revise Section 6-3-6-6.- Authority to Exceed Development Allowances to allow approval of a Planned Development that exceeds the maximum development allowance with a majority, instead of super-majority, vote of the City Council for developments that provide all required inclusionary units onsite. Specifically:

6-3-6-6. - AUTHORITY TO EXCEED SITE DEVELOPMENT ALLOWANCES.

The City Council may, upon the recommendation of the Plan Commission, approve a modification to a site development allowance in excess of that established in a zoning district, provided the City Council shall first make a written finding of fact that the modification is essential to achieve one (1) or more of the public benefits described in Section 6-3-6-3 of this Chapter. Approval of the modification shall require a favorable vote of two-thirds (2/3) of the aldermen elected to the City Council, except where a majority vote is allowed per Section 5-7-13 of the City Code.

Revised IHO Incentive Subsections
The subsections that outline the available development bonuses will be amended to reflect the recent changes. An example of the revised subsections is detailed below for the Residential Districts chapter of the Zoning Code:

6-8-1-13. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City’s Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that otherwise permitted in the residential district is twenty percent (20%) for developments in a TOD area and ten percent (10%) for developments not in a TOD area.
2. Height: The maximum increase in height over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.
3. FAR: The maximum increase in FAR over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.
4. Parking: The minimum requirements for the number of parking spaces provided below that are otherwise required in Title 6 are the following:

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<th>Parking Requirements</th>
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<td>0.5 parking spaces</td>
<td>0.75 parking spaces</td>
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<tr>
<td>2 Bedrooms</td>
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<td>1.25 parking spaces</td>
</tr>
<tr>
<td>3+ Bedrooms</td>
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<td>1.5 parking spaces</td>
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</table>

1. For developments providing 5% on-site affordable housing or 10% on-site housing with public financing:

<table>
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<tr>
<th>Residential (R, T, &amp; U Districts)</th>
<th>Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>+1 per Inclusionary Dwelling</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unit Size</td>
</tr>
<tr>
<td>----------</td>
<td>-----------</td>
</tr>
<tr>
<td>0-1 Bedroom</td>
<td>0.55 parking spaces</td>
</tr>
<tr>
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<td>1.1 parking space</td>
</tr>
<tr>
<td>3+ Bedroom</td>
<td>1.65 parking spaces</td>
</tr>
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</table>

(B) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-8-1-10.

This language will be similarly duplicated for all districts which permit residential uses, including: Business Districts section 6-9-1-10, Commercial Districts (section 6-10-1-10), Downtown Districts (section 6-11-1-11), the Research Park District (section 6-12-1-8), Transitional Manufacturing Districts (section 6-13-1-12), and Special Purpose and Overlay Districts (section 6-15-1-10). The proposal will revise codified incentives and regulations of the IHO within the Zoning Ordinance that staff already incorporates into its review of residential developments that fall under the IHO.
The proposed Zoning Ordinance Text Amendment to revise codified regulations and bonuses to match the regulations revised within the City of Evanston’s IHO meets the standards for approval of amendments per Section 6-3-4-5 of the City Code. The proposal is consistent with the goals, objectives, and policies of the Comprehensive General Plan by aiding in addressing concerns regarding housing affordability and encouraging the use of alternative modes of transportation by incentivizing development near transit. The proposal will have no effect on the overall character of existing development, presence of adverse effects on adjacent property values, or adequacy of public facilities and services.

Legislative History
April 10, 2019 – The Plan Commission voted 6-0 to recommend approval of the proposed text amendment.

Attachments
Proposed Ordinance 54-O-19
Link to Plan Commission Packet for 4/10/2019
Plan Commission Minutes for the 4/10/2019 Meeting
AN ORDINANCE

Amending Various Parts of Title 6, “Zoning,” of the Evanston City Code
To Conform with the City of Evanston Inclusionary Housing Ordinance

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

SECTION 1: Subsection 6-3-6-6, “Authority to Exceed Site Development
Allowances,” of the Evanston City Code of 2012, as amended, is hereby amended to
as follows:

6-3-6-6. - AUTHORITY TO EXCEED SITE DEVELOPMENT ALLOWANCES.

The City Council may, upon the recommendation of the Plan Commission, approve a
modification to a site development allowance in excess of that established in a zoning
district, provided the City Council shall first make a written finding of fact that the
modification is essential to achieve one (1) or more of the public benefits described in
Section 6-3-6-3 of this Chapter. Approval of the modification shall require a favorable
vote of two-thirds (2/3) of the aldermen elected to the City Council, except where a
majority vote is allowed per Section 5-7-13 of the City Code.

SECTION 2: Subsection 6-8-1-13, “Inclusionary Housing Bonuses,” of
the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-8-1-13. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing
on-site affordable units and that is otherwise compliant with the City’s
Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that
otherwise permitted in the residential district is twenty percent (20%) for
developments in a TOD area and ten percent (10%) for developments not in a
TOD area.

2. Height: The maximum increase in height over that otherwise permitted in the
residential district is ten percent (10%) for developments in a TOD area and
five percent (5%) for developments not in a TOD area.
3. FAR: The maximum increase in FAR over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

4. Parking: The minimum requirements for the number of parking spaces provided below that are otherwise required in Title 6 are the following:

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1. For developments providing 5% on-site affordable housing or 10% on-site housing with public financing:

<table>
<thead>
<tr>
<th>Residential (R, T, &amp; U Districts)</th>
<th>Density</th>
<th>FAR</th>
<th>Parking</th>
<th>Height</th>
<th>Building Lot Coverage and Impervious Surface Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>+1 per Inclusionary Dwelling Unit</td>
<td>--</td>
<td>No parking for Inclusionary Dwelling Unit</td>
<td>+12’ (not eligible for Planned Developments)</td>
<td>+15%</td>
</tr>
</tbody>
</table>

2. For developments providing 10% on-site affordable housing or 20% on-site affordable housing with public financing:

<table>
<thead>
<tr>
<th>Residential (R, T, &amp; U Districts)</th>
<th>Density</th>
<th>FAR</th>
<th>Parking</th>
<th>Height</th>
<th>Building Lot Coverage &amp; Impervious Surface Coverage</th>
<th>Site Development Allowances for</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>+2 per Inclusionary Dwelling Unit</td>
<td>--</td>
<td>No parking for Inclusionary Dwelling Units</td>
<td>+12’ (not eligible for Planned Developments)</td>
<td>+15%</td>
<td>Majority vote of City Council required to exceed</td>
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3. For covered developments and primarily affordable non-covered developments in non-TOD areas that provide on-site affordable units, the parking requirements for the entire development shall be reduced to:

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</tbody>
</table>

(B) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-8-1-10.

SECTION 3: Subsection 6-9-1-10, “Inclusionary Housing Bonuses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-9-1-10. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City’s Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that otherwise permitted in the residential district is twenty percent (20%) for developments in a TOD area and ten percent (10%) for developments not in a TOD area.

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1. For developments providing 5% on-site affordable housing or 10% on-site housing with public financing:

<table>
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<tr>
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<th>Commercial (B, C, M, &amp; O Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+1 per Inclusionary Dwelling Unit</td>
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<td>FAR</td>
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<td>Parking</td>
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<tr>
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<th>Commercial (B, C, M, &amp; O Districts)</th>
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<tr>
<td>Density</td>
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<td>Site Development Allowances for Planned Developments</td>
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(B) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-9-1-9.

SECTION 4: Subsection 6-10-1-10, “Inclusionary Housing Bonuses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-10-1-10. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City’s Inclusionary Housing Ordinance is entitled to the following development bonuses:

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<th>Inclusionary Dwelling Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density +2 per Inclusionary Dwelling Unit</td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
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<th>Unit Size</th>
<th>In TOD Area</th>
<th>Outside TOD Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.55 parking spaces</td>
<td>0.75 parking spaces</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>1.1 parking space</td>
<td>1.25 parking spaces</td>
</tr>
<tr>
<td>3+ Bedroom</td>
<td>1.65 parking spaces</td>
<td>1.5 parking spaces</td>
</tr>
</tbody>
</table>

(B) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-10-1-9.

SECTION 5: Subsection 6-11-1-11, “Inclusionary Housing Bonuses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:
6-11-1-11. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City’s Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that otherwise permitted in the residential district is twenty percent (20%) for developments in a TOD area and ten percent (10%) for developments not in a TOD area.

2. Height: The maximum increase in height over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

3. FAR: The maximum increase in FAR over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

4. Parking: The minimum requirements for the number of parking spaces provided below that are otherwise required in Title 6 are the following:

<table>
<thead>
<tr>
<th>Parking Requirements</th>
<th>In TOD Areas</th>
<th>Outside TOD Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.5 parking spaces</td>
<td>0.75 parking spaces</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>1 parking spaces</td>
<td>1.25 parking spaces</td>
</tr>
<tr>
<td>3+ Bedrooms</td>
<td>1.25 parking spaces</td>
<td>1.5 parking spaces</td>
</tr>
</tbody>
</table>

1. For developments providing 5% on-site affordable housing or 10% on-site affordable housing with public financing:

<table>
<thead>
<tr>
<th></th>
<th>Downtown (D &amp; RP Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+2 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>+2.0</td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>Height</td>
<td>--</td>
</tr>
<tr>
<td>Building Lot Coverage and Impervious Surface Coverage</td>
<td>--</td>
</tr>
</tbody>
</table>

2. For developments providing 10% on-site affordable housing or 20% on-site affordable housing with public financing:
<table>
<thead>
<tr>
<th>Density</th>
<th>+4 per Inclusionary Dwelling Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR</td>
<td>+2.0</td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for Inclusionary Dwelling Units</td>
</tr>
<tr>
<td>Height</td>
<td>--</td>
</tr>
<tr>
<td>Building Lot Coverage &amp; Impervious Surface Coverage</td>
<td>--</td>
</tr>
<tr>
<td>Site Development Allowances for Planned Developments</td>
<td>Majority vote of City Council required to exceed maximum Site Development Allowances for Planned Developments (instead of Supermajority vote)</td>
</tr>
</tbody>
</table>

3. For covered developments and primarily affordable non-covered developments in non-TOD areas that provide on-site affordable units, the parking requirements for the entire development shall be reduced to:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>In TOD Area</th>
<th>Outside TOD Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>0- 1 Bedroom</td>
<td>0.55 parking spaces</td>
<td>0.75 parking spaces</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>1.1 parking space</td>
<td>1.25 parking spaces</td>
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<tr>
<td>3+ Bedroom</td>
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<td>1.5 parking spaces</td>
</tr>
</tbody>
</table>

(B) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-11-1-10.

SECTION 6: Subsection 6-12-1-8, “Inclusionary Housing Bonuses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-12-1-8. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City’s Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that otherwise permitted in the residential district is twenty percent (20%) for developments in a TOD area and ten percent (10%) for developments not in a TOD area.
2. Height: The maximum increase in height over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

3. FAR: The maximum increase in FAR over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

4. Parking: The minimum requirements for the number of parking spaces provided below that are otherwise required in Title 6 are the following:

<table>
<thead>
<tr>
<th>Parking Requirements</th>
<th>In TOD Areas</th>
<th>Outside TOD Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.5 parking spaces</td>
<td>0.75 parking spaces</td>
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<td>2 Bedrooms</td>
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</tr>
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<td>3+ Bedrooms</td>
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<td>1.5 parking spaces</td>
</tr>
</tbody>
</table>

1. For developments providing 5% on-site affordable housing or 10% on-site housing with public financing:

<table>
<thead>
<tr>
<th></th>
<th>Downtown (D &amp; RP Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+2 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>+2.0</td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>Height</td>
<td>--</td>
</tr>
<tr>
<td>Building Lot</td>
<td>--</td>
</tr>
<tr>
<td>Coverage Impervious Surface</td>
<td>--</td>
</tr>
</tbody>
</table>

2. For developments providing 10% on-site affordable housing or 20% on-site affordable housing with public financing:

<table>
<thead>
<tr>
<th></th>
<th>Downtown (D &amp; RP Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+4 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>+2.0</td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for Inclusionary Dwelling Units</td>
</tr>
<tr>
<td>Height</td>
<td>--</td>
</tr>
<tr>
<td>Building Lot</td>
<td>--</td>
</tr>
<tr>
<td>Coverage Impervious Surface</td>
<td>--</td>
</tr>
</tbody>
</table>
3. For covered developments and primarily affordable non-covered developments in non-TOD areas that provide on-site affordable units, the parking requirements for the entire development shall be reduced to:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>In TOD Area</th>
<th>Outside TOD Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.55 parking spaces</td>
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</tr>
<tr>
<td>2 Bedroom</td>
<td>1.1 parking space</td>
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</tr>
<tr>
<td>3+ Bedroom</td>
<td>1.65 parking spaces</td>
<td>1.5 parking spaces</td>
</tr>
</tbody>
</table>

(B) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-12-1-7.

SECTION 7: Subsection 6-13-1-12, “Inclusionary Housing Bonuses,” of the Evanston City Code of 2012, as amended, is hereby amended to as follows:

6-13-1-12. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City's Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that otherwise permitted in the residential district is twenty percent (20%) for developments in a TOD area and ten percent (10%) for developments not in a TOD area.

2. Height: The maximum increase in height over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

3. FAR: The maximum increase in FAR over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

4. Parking: The minimum requirements for the number of parking spaces provided below that are otherwise required in Title 6 are the following:

<table>
<thead>
<tr>
<th>Parking Requirements</th>
<th>In TOD Areas</th>
<th>Outside TOD Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.5 parking spaces</td>
<td>0.75 parking spaces</td>
</tr>
<tr>
<td></td>
<td>Commercial (B, C, M, &amp; O Districts)</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Density</strong></td>
<td>+1 per Inclusionary Dwelling Unit</td>
<td></td>
</tr>
<tr>
<td><strong>FAR</strong></td>
<td>+1.0</td>
<td></td>
</tr>
<tr>
<td><strong>Parking</strong></td>
<td>No parking for Inclusionary Dwelling Unit</td>
<td></td>
</tr>
<tr>
<td><strong>Height</strong></td>
<td>--</td>
<td></td>
</tr>
<tr>
<td><strong>Building Lot Coverage and Impervious Surface Coverage</strong></td>
<td>--</td>
<td></td>
</tr>
</tbody>
</table>

1. For developments providing 10% on-site affordable housing or 20% on-site affordable housing with public financing:

<table>
<thead>
<tr>
<th></th>
<th>Commercial (B, C, M, &amp; O Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Density</strong></td>
<td>+2 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td><strong>FAR</strong></td>
<td>+1.0</td>
</tr>
<tr>
<td><strong>Parking</strong></td>
<td>No parking for Inclusionary Dwelling Units</td>
</tr>
<tr>
<td><strong>Height</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Building Lot Coverage &amp; Impervious Surface Coverage</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Site Development Allowances for Planned Developments</strong></td>
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2. For covered developments and primarily affordable non-covered developments in non-TOD areas that provide on-site affordable units, the parking requirements for the entire development shall be reduced to:

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<tr>
<th>Unit Size</th>
<th>In TOD Area</th>
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</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.55 parking</td>
<td>0.75 parking</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>1.1 parking</td>
<td>1.25 parking</td>
</tr>
<tr>
<td>3+ Bedroom</td>
<td>1.65 parking</td>
<td>1.5 parking</td>
</tr>
</tbody>
</table>

(C) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-13-1-10.

SECTION 8: That City Code Section 6-14-1 of the Evanston City Code, is hereby amended to remove Subsection 6-14-1-11 which shall read as follows:

6-14-1-11. Inclusionary Housing Bonuses:

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City’s Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that otherwise permitted in the industrial district is twenty percent (20%) for developments in a TOD area and ten percent (10%) for developments not in a TOD area.

2. Height: The maximum increase in height over that otherwise permitted in the industrial district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

3. FAR: The maximum increase in FAR over that otherwise permitted in the industrial district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

4. Parking: The minimum requirements for the number of parking spaces provided below that are otherwise required by Title 6 are the following:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>In TOD Area</th>
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<tbody>
<tr>
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<td>2 Bedroom</td>
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</tr>
<tr>
<td>3+ Bedroom</td>
<td>1.25 parking</td>
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</tr>
</tbody>
</table>

(B) Industrial developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-14-1-10.
SECTION 9: That City Code Section 6-15-1 of the Evanston City Code, is hereby amended to add Subsection 6-15-1-10 which shall read as follows:

6-15-1-10. INCLUSIONARY HOUSING BONUSES

(A) Any covered development, as defined under City Code Section 5-7-3, providing on-site affordable units and that is otherwise compliant with the City’s Inclusionary Housing Ordinance is entitled to the following development bonuses:

1. Density: The maximum increase in the number of dwelling units over that otherwise permitted in the residential district is twenty percent (20%) for developments in a TOD area and ten percent (10%) for developments not in a TOD area.

2. Height: The maximum increase in height over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

3. FAR: The maximum increase in FAR over that otherwise permitted in the residential district is ten percent (10%) for developments in a TOD area and five percent (5%) for developments not in a TOD area.

4. Parking: The minimum requirements for the number of parking spaces provided below that are otherwise required in Title 6 are the following:

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<tr>
<th>Parking Requirements</th>
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<td>3+ Bedrooms</td>
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<td>1.5 parking spaces</td>
</tr>
</tbody>
</table>

1. For developments providing 5% on-site affordable housing or 10% on-site housing with public financing:

<table>
<thead>
<tr>
<th>Residential (R, T, &amp; U Districts)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+1 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>--</td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>Height</td>
<td>+12’ (not eligible for Planned Developments)</td>
</tr>
<tr>
<td>Building Lot Coverage and Impervious Surface Coverage</td>
<td>+15%</td>
</tr>
</tbody>
</table>
2. For developments providing 10% on-site affordable housing or 20% on-site affordable housing with public financing:

<table>
<thead>
<tr>
<th>Density</th>
<th>Residential (R, T, &amp; U Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR</td>
<td>+2 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for Inclusionary Dwelling Units</td>
</tr>
<tr>
<td>Height</td>
<td>+12’ (not eligible for Planned Developments)</td>
</tr>
<tr>
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<td>+15%</td>
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<td>Site Development Allowances for Planned Developments</td>
<td>Majority vote of City Council required to exceed maximum Site Development Allowances for Planned Developments (instead of Supermajority vote)</td>
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</table>

3. For covered developments and primarily affordable non-covered developments in non-TOD areas that provide on-site affordable units, the parking requirements for the entire development shall be reduced to:

<table>
<thead>
<tr>
<th>Unit Size</th>
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</tr>
</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.55 parking spaces</td>
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<tr>
<td>3+ Bedroom</td>
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<td>1.5 parking spaces</td>
</tr>
</tbody>
</table>

(B) Residential developments processed as planned developments, shall have bonuses and reductions set forth in this Section calculated prior to the site development allowances set forth in Section 6-15-1-9.

SECTION 10: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and must be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 11: All ordinances or parts of ordinances in conflict
herewith are hereby repealed.

**SECTION 12:** This ordinance must be in full force and effect after its passage, approval, and publication in the manner provided by law.

**SECTION 13:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity must not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: ________________, 2019

Approved:

Adopted: ________________, 2019

___________________________, 2019

____________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

____________________________

Devon Reid, City Clerk

____________________________________________________________________

Michelle L. Masoncup, Corporation Counsel
MEETING MINUTES
PLAN COMMISSION
Wednesday, April 10, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Jennifer Draper, Terri Dubin, George Halik, Peter Isaac, Andrew Pigozzi

Members Absent: Carol Goddard,

Staff Present: Scott Mangum, Planning and Zoning Manager

Presiding Member: Colby Lewis, Chairman

1. CALL TO ORDER / DECLARATION OF QUORUM
Chairman Lewis called the meeting to order at 7:05 P.M.

2. APPROVAL OF MEETING MINUTES: March 13, 2019
Commissioner Isaac made a motion to approve the minutes, seconded by Commissioner Halik. The Commission voted unanimously, 5-0, to approve the minutes of March 13, 2019.

3. NEW BUSINESS
   Mr. Mangum announced that the previously scheduled joint meeting of the ZBA and Plan Commission meeting as well as the special meeting of the ZBA had been rescheduled.

   A. Text Amendment
      Inclusionary Housing Ordinance Bonuses 19PLND-0025
      A Zoning Ordinance Text Amendment pursuant to City Code Title 6, Zoning, to revise density and parking bonuses established by the City of Evanston’s revised Inclusionary Housing Ordinance (IHO), 107-O-18.

      Mr. Mangum provided a brief overview of the proposed text amendment, describing changes made within the most recent IHO (which was approved on November 29, 2018 and went into effect on January 1, 2019) then emphasizing that the proposed amendment to the Zoning Ordinance mirrors those changes. He added that the Plan Commission’s role is to amend the Zoning Ordinance in places where the IHO is
discussed, specifically in the IHO Bonus Sections and within a more procedural Section regarding voting on site development allowances. The Commission is not to discuss the merit or policy of the changes but is to make a recommendation to include the updated language into the Zoning Code.

Chair Lewis emphasized that the Commission is debating whether or not the content of the Title 5 changes should be brought into Title 6. He explained that the City Council has approved the changes to the IHO and the Plan Commission will not be proposing new language.

Commissioner Isaac stated that the proposed amendment seems straight forward.

The Commission then reviewed the standards for approval of the Special Use and Planned Development Guidelines for the proposed development.

Commissioner Isaac made a motion to recommend approval of the text amendment as presented by staff. Commissioner Pigozzi seconded the motion. A roll call vote was taken and the motion passed, 6-0.

Ayes: Draper, Dubin, Halik, Isaac, Lewis, Pigozzi
Nays:

4. OTHER BUSINESS

There was no other business

5. PUBLIC COMMENT

There was no public comment.

6. ADJOURNMENT

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

A voice vote was taken and the motion was approved by voice vote 6-0. The meeting was adjourned at 7:16 pm.

Respectfully Submitted,
Meagan Jones
Neighborhood and Land Use Planner
Community Development Department
To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development Department
Scott Mangum, Planning and Zoning Manager

Subject: Ordinance 65-O-19, 100 and 128-132 Chicago Avenue Planned Development Extension

Date: June 17, 2019

Recommended Action:
Staff recommends adoption of Ordinance 65-O-19 to extend the time for commencement of construction of the Planned Development at 100 and 128-132 Chicago Avenue, originally approved on June 26, 2018. The Ordinance would grant a one-year extension for building permit issuance to June 24, 2020.

Livability Benefits
Built Environment: Provide Compact and Complete Streets and Neighborhoods

Summary
The City Council adopted Ordinance 61-O-18 granting approval of the Planned Development for construction of a 5-story mixed-use building with 26-dwelling units and a ground level retail component with outdoor sales area. The development includes three site development allowances for the number of parking spaces provided, fence location, and location of the parking spaces. Per Section 6-3-6-4 of the Zoning Ordinance, the applicant has one year, until June 26, 2019, to obtain a building permit and start the construction of the project. The building permit has been approved, but has not been issued and construction has not begun.

The applicant submitted a letter, dated June 16, 2019, requesting a 12-month extension for the building permit issuance and commencement of construction due to the need to secure project financing.

Attachments
Proposed Ordinance 65-O-19
Extension Request Letter dated June 16, 2019
65-O-19

AN ORDINANCE

Extending the Time for the Applicant to Obtain a Building Permit to Construct the Planned Development at 100 and 128-132 Chicago Avenue Authorized by Ordinance 61-O-18

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

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

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

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, (“the Zoning Ordinance”); and

WHEREAS, on June 26, 2018, the City approved Ordinance 61-O-18, attached hereto as Exhibit 1 and incorporated herein by reference, which granted a Special Use Permit for a Planned Development (the “Planned Development”) at 100 and 128-132 Chicago Avenue (the “Subject Property”), which is legally described in Exhibit 1; and
WHEREAS, Ordinance 61-O-18 approved the construction of a new five (5) story seventy-two (72) foot tall multi-family development consisting of twenty-six (26) dwelling units, approximately four thousand nine hundred ninety-nine (4,999) square feet of ground indoor floor commercial space, approximately two thousand three hundred seventy-four (2,374) square feet of commercial space on the second floor, approximately seven thousand (7,000) square feet of outdoor garden/open sales lot, and thirty (30) parking spaces at the Subject Property (the “Project”), which is detailed at length in Exhibit 1; and

WHEREAS, City Council amended the Zoning Map to remove those properties with the addresses and PINs listed in Exhibit B and identified in Exhibit C of Ordinance 61-O-18, both attached hereto and incorporated herein by reference, from the C1 Commercial District and place them within the B3 Business District; and

WHEREAS, by letter to the City dated June 16, 2019, the Developer and Applicant, Evanston Gateway, LLC (the “Applicant”) requested an extension of the one-year time period to obtain a building permit and start construction for the Planned Development (the “Amendment”); and

WHEREAS, Section 6-10-1-9(A)(4) of the City Code provides that the Applicant must obtain a building permit and start construction within one year of approval of the planned development and the Applicant has not obtained a building permit to date; and

WHEREAS, in order to remain in compliance with the terms of Ordinance 61-O-18 and provide for Applicant to obtain a building permit and start construction, the Applicant requests an amendment to the Planned Development; and
WHEREAS, on June 24, 2019, the Planning and Development Committee ("P&D Committee") held a meeting, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq), during which it retained jurisdiction over the Planned Development Amendment request; and

WHEREAS, during said meetings, the P&D Committee received input from the public, and carefully deliberated on the Extension request and the Applicant was given notice and the opportunity to be heard at the P&D and City Council meetings; and

WHEREAS, at its meetings of June 24, 2018 and July 8, 2019 held in compliance with the provisions of the Illinois Open Meetings Act, the City Council considered the P&D Committee’s deliberations and recommendations, heard public comment, made findings and considered this Ordinance 65-O-19,

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

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

SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants an amendment to the Special Use Permit previously authorized by Ordinance 61-O-18 to allow for the construction and operation of the Planned Development described herein.

SECTION 3: Section 6-10-1-9(A)(4) of the City Code applies to the extension granted by this ordinance. This extension expires one (1) year from the date of adoption.
SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted for the Planned Development, may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with: the 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) **Metal Fence:** The Applicant must provide to the City the metal fence detail for the six (6) foot tall metal fence surrounding the garden yard/open sales area on the Subject Property indicating the fence material, finish, and design to the Design and Project Review (DAPR) Committee prior to issuance of building permit.

(D) **Landscaping:** Applicant must install and maintain the landscaping improvements as depicted in Exhibit E.

(E) **Street Improvements:** The Applicant must install all improvements to the streets, including grinding of existing pavement markings, restriping, and asphalt patching at new water/sewer services within the Howard Street and Chicago Avenue Right of Ways.

(F) **Sidewalk Replacement:** The Applicant must replace all sidewalks adjacent to the Subject Property along the full length of the property on both Howard Street and Chicago Avenue.

(G) **METRA Embankment Improvements:** The Applicant agrees to continue working with METRA and/or Union Pacific Railroad regarding obtaining written permission for the installation and maintenance of landscaped embankment
improvements adjacent to the Subject Property for the life of the development.

(H) **Color Accents:** The Applicant agrees to incorporate color accents on all facades, as incorporated in the Development Plans, as revised pursuant to recommendation from the Design and Project Review (DAPR) Committee.

(I) **Harm Mitigation for Birds:** The Applicant will implement the following strategies to improve and incorporate bird friendly measures:

a. Install low reflective glass windows;
b. Install metal balcony railings rather than glass doors and balconies;
c. Minimize any external lighting from 12:00 a.m. until dawn during Spring and Fall bird migration; and
d. Avoid guy wires and roof lighting that pose a bird hazard.

(J) **Affordable Housing Units:** The Applicant shall provide five (5) units of on-site affordable housing for the following twenty-five (25) years in accordance with the approved equivalent alternative inclusionary housing proposal. The affordable units shall be affordable to households earning no more than the following area median income (AMI): three (3) 1-bedroom units must be affordable at eighty percent (80%) AMI and two (2) 2-bedroom units must be affordable at eighty percent (80%) AMI.

(K) **Changes in Building Use:** Any material changes in the use of the building on the Subject Property must be approved as an amendment to this Planned Development in accordance with Subsection 6-3-6-12 of the Zoning Ordinance.

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

**SECTION 5:** Except as otherwise provided for in this Ordinance 65-O-19, all applicable regulations of the Ordinance 61-O-18, the Zoning Ordinance, and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and/or provisions of any of said documents conflict with any of the terms herein, this Ordinance 65-O-19 shall govern and control.

**SECTION 6:** When necessary to effectuate the terms, conditions, and
purposes of this ordinance, “Applicant” shall be read as “Applicant and its agents, assigns, and successors in interest” and shall mean Evanston Gateway, LLC, and any and all successors, owners, and operators of the Subject Property.

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

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

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

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

SECTION 11: The findings and recitals herein are hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
EXHIBIT 1

ORDINANCE 61-O-18

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61-O-18

AN ORDINANCE

Granting a Special Use Permit for a Planned Development and Special Use Approval for an Open Sales Lot at 100 and 128-132 Chicago Avenue and Amending the Zoning Map to Re-Zone Certain Properties from the C1 Commercial Zoning District to the B3 Business District

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

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

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, 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, Evanston Gateway, LLC (the "Applicant,"), developer of the property located at 100 and 128-132 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 6-7-2 "Zoning Map", Section 6-3-4 "Amendments", Section 6-3-5, "Special Uses", Section 6-3-6, "Planned Developments", and Subsection 6-9-1-9, "Planned Developments" in Business Zoning Districts, to permit the construction and operation of a Planned Development with accessory parking located at the Subject Property in the B3 Business Zoning District ("B3 District"); and

WHEREAS, the Applicant sought approval to re-zone the Subject Property from the current C1 Commercial and B3 Business Zoning Districts entirely to the proposed B3 Business Zoning District; and

WHEREAS, the Applicant sought approval to construct a new five (5) story seventy-two (72) foot tall multi-family development consisting of twenty-six (26) dwelling units, approximately four thousand nine hundred ninety-nine (4,999) square feet of ground indoor floor commercial space, approximately two thousand three hundred seventy-four (2,374) square feet of commercial space on the second floor, approximately seven thousand (7,000) square feet of outdoor garden/open sales lot, and thirty (30) 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 number of required parking spaces, fence location, and parking setbacks from the north and west property line; 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 April 18, 2018, 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 with Open Sales Lot and Rezoning from C1 Zoning District to B3 Zoning District, case no. 17PLND-0112, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the application for the proposed Planned Development meets applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the B3 Zoning District per Subsection 6-9-1-9 of the Zoning Ordinance and Map Amendments per Subsection 6-3-4-5; and

WHEREAS, the Plan Commission recommended the City Council approve the application with conditions; and

WHEREAS, on May 14, 2018, the Planning and Development ("P&D") Committee of the City Council held a meeting, in compliance with the provisions of the

~3~

233 of 276
Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered and adopted the findings and recommendations of the Plan Commission with an amendment, and recommended approval thereof by the City Council; and

WHEREAS, at its meetings of May 14, 2018 and May 29, 2018, 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 application, received additional public comment, made certain findings, and adopted said recommendation; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747 (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 C1 Commercial District and place them within the B3 Business 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. 17PLND-
0112, to allow construction and operation of the Planned Development described herein.

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

(A) **Number of Required Parking Spaces:** A Site Development Allowance is hereby granted for thirty (30) parking spaces, whereas Table 16-B of the Zoning Ordinance requires a minimum of thirty-seven (37) parking spaces based on the proposed combination of uses in the B3 District.

(B) **Fence Location:** A Site Development Allowance is hereby granted to place a fence with a zero (0) foot setback from the street side Subject Property line, whereas subsection 6-4-6-7(F)2(b)(1) of the Zoning Ordinance requires a two (2) foot setback from the street side Subject Property line in the B3 District.

(C) **Parking Setbacks:** A Site Development Allowance is hereby granted permitting a zero (0) foot parking setback from the north and west Subject Property lines, whereas subsection 6-9-4-7 of the Zoning Ordinance requires a minimum of a five foot parking setback from the north and west Subject Property lines in the B3 District.

SECTION 5: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use 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) **Metal Fence:** The Applicant must provide to the City the metal fence detail for the six (6) foot tall metal fence surrounding the garden yard/open sales area on the Subject Property indicating the fence material, finish, and design to the Design and Project Review (DAPR) Committee prior to issuance of building permit.

(D) **Landscaping:** Applicant must install and maintain the landscaping improvements as depicted in Exhibit E.

(E) **Street Improvements:** The Applicant must install all improvements to the streets, including grinding of existing pavement markings, restriping, and asphalt patching at new water/sewer services within the Howard Street and Chicago Avenue Right of Ways.

(F) **Sidewalk Replacement:** The Applicant must replace all sidewalks adjacent to the Subject Property along the full length of the property on both Howard Street and Chicago Avenue.

(G) **METRA Embankment Improvements:** The Applicant agrees to continue working with METRA and/or Union Pacific Railroad regarding obtaining written permission for the installation and maintenance of landscaped embankment improvements adjacent to the Subject Property for the life of the development.

(H) **Color Accents:** The Applicant agrees to incorporate color accents on all facades, as incorporated in the Development Plans, as revised pursuant to recommendation from the Design and Project Review (DAPR) Committee.

(I) **Harm Mitigation for Birds:** The Applicant will implement the following strategies to improve and incorporate bird friendly measures:

   a. Install low reflective glass windows;
   b. Install metal balcony railings rather than glass doors and balconies;
   c. Minimize any external lighting from 12:00 a.m. until dawn during Spring and Fall bird migration; and
   d. Avoid guy wires and roof lighting that pose a bird hazard.

(J) **Affordable Housing Units:** The Applicant shall provide five (5) units of on-site affordable housing for the following twenty-five (25) years in accordance with the approved equivalent alternative inclusionary housing proposal. The affordable units shall be affordable to households earning no more than the following area median income (AMI): three (3) 1-bedroom units must be affordable at eighty percent (80%) AMI and two (2) 2-bedroom units must be affordable at eighty percent (80%) AMI.
(K) **Changes in Building Use:** Any material changes in the use of the building on the Subject Property must be approved as an amendment to this Planned Development in accordance with Subsection 6-3-6-12 of the Zoning Ordinance.

(L) **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: May 14, 2018
Adopted: May 29, 2018

Attest: 
Devon Reid, City Clerk

Approved: June 26, 2018

Stephen H. Hagerty, Mayor

Approved as to form:
Michelle L. Masoncup, Interim Corporation Counsel
EXHIBIT A

Legal Description

PARCEL 1:

PARCEL 2:
The North 50 feet of the South 150 feet of that part of the South 6.25 Chains, lying west of the West line of Chicago Avenue, East of the East line of Chicago and Northwestern Railroad and North of the North line of Howard Street of the Northeast 1/4 of Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

PINS: 11-30-212-004-0000
       11-30-212-005-0000
       11-30-212-006-0000
       11-30-212-007-0000
       11-30-212-008-0000

Commonly Known As: 100 and 128-132 Chicago Avenue, Evanston, IL (approx. 25,412 sq. ft.)
EXHIBIT B

Addresses and PINs of Properties Removed from the C1 Commercial District and Placed Within the B3 Business District

Commonly Known As: 128-132 Chicago Avenue, Evanston, IL

PINs:
11-30-212-004-0000
11-30-212-005-0000
11-30-212-006-0000
EXHIBIT C

Map of Properties Removed from the C1 Commercial District and Placed Within the B3 Business District
Properties Removed from the C1 Commercial District and Placed Within the B3 Business District
EXHIBIT D

Development Plans
EVANSTON GATEWAY, LLC

Future home of CITY GRANGE - Education-based urban garden and lifestyle center

RE-ZONING, SPECIAL USE AND PLANNED DEVELOPMENT APPLICATION

100 Chicago Avenue, Evanston, IL.
Evanston Gateway, LLC | 100 Chicago Avenue

Site Diagram

#17.03  |  March 13, 2018
Evanston Gateway, LLC | 100 Chicago Avenue

LEVEL 01 Total Area: 7,681 GSF

- City Grange: 4,999 SF
- Apartment Entry: 428 SF
- Core/Storage: 2,252 SF

#17.03 | April 11, 2018

Level 01
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Based on 2017 City of Evanston B1-B3 Regulations.
Lot Area: 25,406
Total FAR: 3,000

Evanston Gateway
110 North Chicago Avenue, Evanston, IL
17-030
Apr. 1, 2018
Included in FAR

Evanston Gateway, LLC I 100 Chicago Avenue
#17-03 | April 11, 2018
area calculation
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TOTAL GSF  41,918

FAR  3.00
allowable FAR area  76,220
proposed FAR area  36,867
proposed FAR  1.45

Evanston Gateway, LLC I 100 Chicago Avenue #17.03 | April 11, 2018

area calculation
EXHIBIT E

Landscape Plans
EVANSTON GATEWAY LLC
4346 N. Honore Street, #500
Chicago, IL 60613

June 16, 2019

Scott A. Mangum, AICP
Planning and Zoning Manager
City of Evanston

Re: 100-130 Chicago Avenue – Request for Extension of Planned Development

Via Email and Regular Mail

Dear Scott:

As we have discussed, the Planned Development approval for the Evanston Gateway Project at 100-130 Chicago Avenue Avenue is scheduled to expire June 26, 2019.

As we continue to work on securing financing of the project, we would like to request an extension of the Planned Development and all entitlements for a period of 12 months.

We understand that such an extension requires approval of the City Council and a fee of $1,000.00. Enclosed with this letter is a check for $1,000.00.

Thank you for your consideration.

Please send to me a copy of the ordinance that will be submitted at the next City Council meeting.

Regards,

[Signature]

EVANSTON GATEWAY LLC
David R. Brown, Manager
For City Council Meeting of June 24, 2019
Elgin Road Pilot Closure
For Discussion

Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Jessica Hyink, Transportation & Mobility Coordinator

Subject: Elgin Road Pilot Closure Discussion

Date: June 17, 2019

Summary:
Alderman Fiske proposes a pilot to evaluate the temporary closure of Elgin Road between Emerson Street and Orrington Avenue. The purpose of this pilot is to consider the potential benefits of restoring the original street grid system at the northern edge of the downtown business district. Staff seeks further direction from the Planning and Development Committee. If the Committee directs staff to study this area, then a complete evaluation of vehicular turning and detour ability needs further review before initiating a pilot.

Restoration of the traditional street grid provides increased connectivity. The closure of Elgin Road is anticipated to result in improved pedestrian safety and walkability. Furthermore, it will enhance the downtown shopping experience and make access to downtown from surrounding residential areas more user friendly for pedestrians and bicyclists.

The proposed timeframe for the pilot is four weeks, to occur in July and August of this year. During the pilot, Elgin Road traffic from Chicago Avenue will be redirected to Davis Street, and traffic from Emerson Street will be redirected to turn right on Benson Avenue and left on Church Street. Proposed areas for closure on Elgin Road can be viewed in Attachment A: Proposed Elgin Road Pilot Closures.

Semi-trailer trucks making deliveries to downtown Evanston will be impacted, as this route does not have sufficient clearance at the viaducts to allow these vehicles to pass under. A discussion on how the City may consider addressing these vehicles follows.

Livability Benefits:
Built Environment: Enhance public spaces
Climate & Energy: Reduce greenhouse gas emissions

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Discussion:
Closing Elgin Road would eliminate the only existing truck route in Evanston with sufficient clearance to allow semi-trailer trucks to pass beneath both Metra and CTA viaducts to reach the east side of Evanston, including downtown and Northwestern University. Semi-trailer trucks require a clearance of 13’6”. A map of City Truck Routes is attached as Appendix B.

If the City chooses to restore the grid pattern in downtown Evanston and close Elgin Road, there are three options to accommodate semi-trailer trucks during the pilot. The City can redirect semi-trailer trucks to enter the City on Chicago Avenue, the City can create a temporary truck route on Maple and Foster, or the City can create a temporary truck route on Benson. A discussion of these three options follows.

1. Redirect Semi-Trailer Trucks to Chicago Avenue: The City could consider directing all semi-trailer trucks requiring a clearance of 13’6” to enter Evanston from the south at Chicago Avenue. This would eliminate the clearance issue with viaducts, because there are no viaducts to pass under to reach the east side of Evanston at this location.

Semi-trailer trucks would not be able to cross to the west side of Evanston when entering at Chicago Avenue, as there would no longer be a truck route with viaducts to accommodate semi-trailer trucks. In order to reach Evanston, these vehicles would have to cross under viaducts with an appropriate clearance in the City of Chicago.

Some semi-trailer trucks may already use this route. Semi-trailer tractors that use Elgin to pass through Evanston may choose to no longer travel through Evanston. This could result in fewer permit fees collected.

2. Create a Temporary Truck Route on Maple and Foster: The City could consider creating a new truck route from the existing route on Emerson to a new route on Maple and Foster, as the Foster viaduct has sufficient clearance to accommodate large vehicles.

Semi-trailer trucks entering Evanston from Emerson Street would turn left onto Maple and turn right at Foster. These vehicles could then access the existing truck route on Sherman Avenue to reach destinations on the east side of Evanston. Directing these large vehicles to make additional turn movements increases the likelihood of conflict with other vehicles, bicyclists, and pedestrians and could result in increased crashes.

Because Maple and Foster are not truck routes, these roads have not been built to accommodate semi-trailer trucks, reducing the longevity of these segments. Approximately 25 non-metered parking spaces on Foster may need to be removed to accommodate the semi-trailer trucks.
3. **Create a Temporary Truck Route on Benson:** The City could consider leaving Elgin Road open to Benson Avenue to create a new truck route on Benson Avenue to the existing routes on Church Street and Davis Street. Similar to the option on Maple and Foster, directing semi-trailer trucks to make additional turn movements increases conflicts with other vehicles, bicyclists, and pedestrians.

Benson Avenue has not been built to accommodate semi-trailer trucks. The condition of this segment of Benson may require resurfacing in the short term, providing an opportunity to upgrade this segment to accommodate semi-trailer trucks. No parking spaces are affected by creating a truck route on Benson.

The impact to semi-trailer trucks entering downtown Evanston requires additional research. Currently overweight semi-trailer trucks at a weight over 80,000 pounds (40 tons) must register with the City to obtain a single use, 10-day permit. In 2017, 168 overweight semi-trailer trucks registered with the City. Because semi-trailer trucks under 80,000 pounds do not have to register with the City, the number of semi-trailer trucks entering Evanston is unknown. There is not an impact to other delivery trucks, as the maximum clearance height of these vehicles is lower than the viaducts on existing truck routes. Thus, other types of delivery trucks would be able to continue to pass under most viaducts in Evanston.

On April 8, 2019, City Council approved new traffic signals at Emerson and Dodge, Emerson and Maple, Emerson and Benson, and Elgin and Benson in the amount of $968,929. Materials have been ordered for these locations. Engineering on this project has also been approved by Council in the amount of $189,878.

**Background:**

The construction of Elgin Road in 1962 was part of a larger ten year plan to remake Fountain Square into a destination shopping center. Few recommendations from the plan were implemented. A map of downtown before the construction of Elgin Road is presented in Figure 1 below.

The construction of Elgin Road required land swapping between the City and Northwestern University. The City sold portions of Orrington Avenue and University Place for Northwestern University property on the existing Elgin Road. The project made possible the creation of the triangular Oldberg Park between Elgin Road and Clark Street.¹

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Figure 1: 1953 Map of Downtown Evanston²

Appendix A: Proposed Elgin Road Pilot Closures
Appendix B: City of Evanston Truck Routes

Attachment A: Proposed Elgin Road Pilot Closure Locations

- Closed Road Segment during Pilot
- Optional Closed Road Segment during Pilot: to accommodate semi-trailer trucks
- Pilot Barricade
- Optional Pilot Barricade: to accommodate semi-trailer trucks
Appendix B:

City of Evanston Truck Routes

Available for viewing on the City’s website at:

https://www.cityofevanston.org/home/showdocument?id=4204
Memorandum

To: Honorable Mayor and Members of the City Council
   Members of the Human Services Committee

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

Subject: Resolution 46-R-19, Designating the Portion of Florence Avenue between Lake Street and Greenwood Street with the Honorary Street Name Sign, “Ernest W. Jackson Way”

Date: June 24, 2019

Recommended Action:
The Parks, Recreation and Community Services Board recommend adoption of Resolution 46-R-19, designating the portion of Florence Avenue between Lake Street and Greenwood Street with the Honorary Street Name Sign, “Ernest W. Jackson Way.”

Funding Source:
Three street signs are made for the honoree. One sign is installed at each end of the designated one block area and the third sign is given to the honoree. The approximate total cost to create all three signs is $200. Funds for the honorary street name sign program is budgeted in the Public Works Agency, Public Service Bureau - Traffic Operations Materials Fund (Account 100.40.4520.65115) which has a fiscal year 2019 budget of $58,000 and a year to date balance of $40,000.

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

Summary:
The Honorary Street Name Sign program was established in 1996 to allow citizens the opportunity to honor individuals or groups that have contributed greatly to the City of Evanston through cultural, historic, or humanitarian acts. The program is administered by the Parks, Recreation and Community Services Board through the Parks, Recreation and Community Services Department. The request for an honorary designation has to originate with an Alderman and each Alderman may have one honorary designation approved each year. Honorary street name signs are displayed for a period of ten-years and the portion of a street so designated is one block long.
Legislative History:
On April 19th, Alderman Peter Braithwaite and Kathie Bradley submitted an Honorary Street Name Sign application to honor Ernest W. Jackson. The Parks, Recreation and Community Services Board recommended approval on May 19th and the Human Services Committee recommended approval on June 3rd.

Attachments:
Resolution 46-R-19
Honorary Street Name Sign Application for Ernest W. Jackson
A RESOLUTION

Designating that Portion of Florence Avenue Between Lake Street and Greenwood Street with the Honorary Street Name Sign, “Ernest W. Jackson Way”

WHEREAS, Ernest W. Jackson is a vital member of Evanston’s community, arriving in Evanston in 1958 from Elkmont, Alabama, and still resides at 1604 Lake Street; and

WHEREAS, In 1964, Mr. Jackson purchased his current home at 1604 Lake Street and an adjoining property at 1428 Florence Avenue; and

WHEREAS, In 1991 he was a vital contributor in the effort to establish a community park facility known as “Penny Park.” For 28 years, Penny Park has served as a beloved space for families to enjoy and community fellowship. Mr. Jackson has maintained a strong interest in his community, and he is a frequent attendee of neighborhood meetings and events at Penny Park; and

WHEREAS, Mr. Jackson affectionately called the “Mayor of Lake and Florence,” is known for giving his neighbors friendly waves, encouragement, wisdom, and sage advice - from lawn care to financial literacy. When the weather is nice he can be seen walking through the neighborhood or finding a comfortable seat in his yard with a view; and

WHEREAS, Mr. Jackson turned 96 in March 2019 and continues to be a vibrant member of the Second Baptist Church and the greater Evanston Community.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

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

SECTION 2: On behalf of the entire citizenry of the City of Evanston, the
City Council hereby expresses appreciation for Ernest W. Jackson by designating that
portion of Lake Street between Florence Avenue and Dewey Avenue “Ernest W.
Jackson Way.”

SECTION 3: This Resolution 46-R-19 will be in full force and effect from
and after the date of its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest: 
Devon Reid, City Clerk

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

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

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

PLEASE FILL OUT THE APPLICATION BELOW:

NAME OF HONOREE: __Ernest W. Jackson Way__________________________
(as it would appear on the street sign)

PROPER STREET NAME: ________________________Florence Ave.

INTERSECTING STREETS AT EACH END OF THE ONE BLOCK AREA:

Florence Ave, between Lake Street and Greenwood St

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

___CULTURAL IMPACT TO CITY: ____________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

__X__ HISTORICAL IMPACT TO CITY: Ernest Jackson has been a resident of Evanston, Illinois for 60 years. Mr. Jackson migrated to Illinois from Elkmont, Alabama in 1958. He originally landed in Winnetka, but found the best opportunities for fair housing, schools, and advancements for African Americans in Evanston. Formerly residing at 1616 Lake Street, he initially surveyed the block several times looking for the house with what he thought would be a carriage home. He was pleased to learn that is was not the case. Ernest purchased his home that he currently still resides in from the Keefer’s, 1604 Lake Street and the rear conjoined ____________________________
property at 1428 Florence Ave in 1964. Mr. Jackson and his family established roots in Evanston during an era when homeownership among African Americans was difficult. He had a goal to own real estate, but also provide homes for other good families. His property at 1428 Florence was designated an Evanston Historical Landmark in 1989, due to in part its unique sloped shingle roof. Mr. Jackson has taken pride in maintaining his properties, as well as the fine detail to his lawn. Mr. Jackson is proud of his diverse neighborhood in part due to its “high walk score” and the energy of both young and established families. Mr. Jackson was blessed to turn an active 96 last month. He attends the historic Second Baptist Church weekly and still exercises at the Levy Center. He has seen the neighborhood change from single family home, 2 flats, to complete renovation, as well as tear down and rebuilds. He has lived with the integration of Evanston schools as well as the unique diversity of the well sought after Dewey School conference area.

_HUMANITARIAN EFFORTS:_ Mr. Jackson affectionately called the “Mayor of Lake and Florence” has been a constant good neighbor, by his presence in the neighborhood. He assisted with the assembly of Penny Park when it was originally built in 1991. Penny Park has served families for 28 years as a space for enjoyment and community fellowship. He is a constant fixture outside weather permitting, as he has loved the outdoors since his days as a farmer. He known to his neighbors for giving his friendly waves while sitting on watch outside adjacent to Penny Park. He is also known for giving his neighbors encouragement, wisdom, and sage advice - from lawn care to financial literacy. When the weather is nice he can be seen walking through the neighborhood or finding a comfortable seat in his yard with a view. Always concerned about the community, he has attended neighborhood meetings and events at Penny Park. He has stayed in his home long after retirement due to his commitment and love of his home and neighbors.

_CLOSE ASSOCIATION WITH EVANSTON:_ Very Proud Evanston Property owner for 55 years.

DISTINGUISHED CAREER BROUGHT TO THE CITY:

GEOGRAPHICAL RELATIONSHIP OF STREET TO FOCUS OF INTEREST

Ernest Jackson has owned and resided in the adjacent properties – 1604 Lake Street and 1428 Florence for 55 years.
Signature of Applicant: Peter Braithwaite (Alderman) Date: 4-19-19

Applicant’s Address: 8927 Lincolnwood Drive Evanston, IL 60203 Phone 847-334-4153
Email: Kathie.Bradley@yahoo.com

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