CITY COUNCIL REGULAR MEETING

CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLLE COUNCIL CHAMBERS
Monday, July 8, 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 Revelle

(II) Mayor Public Announcements and Proclamations

(III) City Manager Public Announcements
      Police Department Citizen Complaint Intake Process

(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 24, 2019
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – June 10, 2019 through June 23, 2019 $3,151,176.08
For Action

(A2) Bills List – July 9, 2019 $ 2,831,992.69
For Action

(A3) 2018 Audited Comprehensive Annual Financial Report
Staff recommends that City Council accept and place on file the Audited Comprehensive Annual Financial Report (CAFR).
Accept and Place on File

(A4) Washington National TIF Dissolution
Staff recommends City Council accept and place on file the close out memo for the Washington National TIF District
Accept and Place on File

(A5) Sole-source Purchase of West Filter Plant Backwash Rate Controller from LAI, Ltd.
Staff recommends City Council authorize the City Manager to execute the sole-source purchase of the DeZurik filter backwash rate controller system from LAI, Ltd, (5400 Newport Drive, Suite 10, Rolling Meadows, IL 60008) in the amount of $22,781. Funding for this purchase will be from Water Fund (Account 510.40.4230.65702), which has an allocation of $50,000 for this item. This account has an YTD balance of $206,065.37.
For Action
(A6) **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 December 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. *This item was held in Committee at the June 10, 2019 Administration and Public Works Committee meeting.*

For Action

(A7) **Contract Award for HVAC Mechanical Engineering Services with Kimley-Horn and Associates, Inc. at the Police/Fire Headquarters, Fire Station #3 and the Levy Senior Center**
Staff recommends City Council authorize the City Manager to execute a contract for HVAC Mechanical Engineering Services at the Police/Fire Headquarters, Fire Station #3 and the Levy Senior Center (RFP 19-22) with Kimley-Horn and Associates, Inc. (1001 Warrenville Road, Suite 350, Lisle, IL 60532), in the amount of $59,560. Funding will be provided from the Capital Improvement Program (CIP) 2019 General Obligation Bonds, which included an FY 2019 budget of $115,000 for all three projects, all of which is remaining. The account breakdown is included in the corresponding transmittal memo.

For Action

(A8) **Contract Award for Engineering Design Services with CCJM Engineers, Ltd. for Emergency Generators at the Police/Fire Headquarters and Fire Stations #1 and #2**
Staff recommends City Council authorize the City Manager to execute a contract for Engineering Design Services for Emergency Generators at the Police/Fire Headquarters and Fire Stations #1 and #2 (RFP 19-30) with CCJM Engineers, Ltd. (303 East Wacker Drive, Suite 303, Chicago, IL 60601), in the amount of $34,100. Funding will be provided from the Capital Improvement Program (CIP) 2019 General Obligation Bonds, which has an FY 2019 budget for this project in the amount of $210,000, all of which is remaining. A detail breakdown of funding for this project can be found in the corresponding transmittal memorandum.

For Action
(A9) **Purchase of Fire Department Communications Equipment from Motorola Solutions through the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program**

Staff recommends approval of payment to Motorola Solutions of Chicago, IL for the purchase of upgraded mobile communications equipment and the APX emergency scene accountability system. Total cost for this invoice is $1,550,000. Funding will come from Fire Department AFG Portal Radio Grant (Account 100.23.2305.62672), which is funded from three sources. A detailed summary of the funding is included in the corresponding transmittal memorandum.

**For Action**

(A10) **Renewal of 2019-2024 Elevator Service Agreement with Thyssen Krupp Elevator Corporation for the Sherman Plaza Parking Garage**

Staff recommends renewal of the sole-source service and maintenance agreement with Thyssen Krupp Elevator Corporation (335 Eisenhower Lane South, Lombard, IL 60148) for the 6 elevators at the Sherman Plaza Parking Garage in the amount of $205,200. The proposed 5-year service agreement is effective from April 1, 2019 to March 31, 2024. Funding will be provided from the Elevator Contracts – Sherman Plaza Garage Parking Fund (Account 505.19.7036.62425), with a budget of $43,700. A breakdown of expenses for each year is as follows: $25,650 for nine months of FY 2019, $34,200 for each FY 2020-2023, and $8,550 for three months of FY 2024.

**For Action**

(A11) **2019-2020 Fuel Purchase from The Gas Depot Oil Company**

Staff recommends City Council approval of fuel purchases from July 6, 2019 through July 5, 2020 in the amount of $750,000 from Gas Depot Oil Company (8930 N. Waukegan Road, Suite 230, Morton Grove, IL 60053). The Gas Depot Oil Company is the current Northwest Municipal Conference Bid winner for all grades and types of fuels that are utilized by city vehicles for this time period. Funding for this purchase will be as follows: $750,000 from the Petroleum Products Business Unit in the Fleet Fund (Account 600.19.7710.65035) with a FY19 budget of $750,000.

**For Action**

(A12) **Replacement of One Public Works Agency Street Sweeper Vehicle from Standard Equipment Company**

Staff recommends City Council approval for the purchase of one (1) replacement street sweeper vehicle for operations and allocated to the Public Works Agency (Public Services Bureau). The replacement vehicle will be purchased from Standard Equipment Company, 2033 West Walnut Street, Chicago, IL 60612 in the amount of $226,175.55 through the Sourcewell contract. Funding for the vehicles will be from the Sewer Fund (Account 515.40.4530.65550) in the amount of $226,175.55, which has a budgeted amount of $420,075. This expenditure represents 53.8% of this budgeted amount.

**For Action**
(A13) **Amended Agreement with Passport Parking, Inc. for Software License and Service Agreement for Mobile Payments for Parking Platform and a Citation Management Platform**

Staff requests City Council authorize the City Manager to execute a three-year amended agreement with Passport Parking, Inc. for software license and services for mobile parking payments and for a citation management platform. The contract term is retroactive to January 1, 2019 and continues through December 31, 2021. Mobile pay transaction fees are reduced from $0.35 cents to $0.22 cents per transaction with a not-to-exceed amount of $250,000 for 2019, $300,000 for 2020 and $350,000 for 2021. Citation Management services will be $22,200 a month for a total of $266,400 annually, with an additional $1.25 per letter issued after 40 days of non-payment by the citation recipient. Funding is as follows: Citation Management Fees: General Fund - Administrative Services - Service Agreement & Contracts (Account 100.19.1941.62509). Mobile App Fees: Parking Fund - Passport Mobile Parking (Account 505.19.7015.62519). Funding for mobile fees will be a mix of Parking Funds and convenience fees paid by Park Evanston "pay as you go" users.

**For Action**

(A14) **Approval of Change Order No. 2 for Clearwell 9 (Treated Water Storage) Replacement Project Construction (Bid 18-30)**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the construction contract for the Clearwell 9 Replacement Project (Bid No. 18-30) with Thieneman Construction, Inc. (17219 Foundation Parkway, Westfield, IN) in the amount of $22,973.31. This will increase the total contract amount from the current contract price of $19,213,700 to $19,236,673.31. There is no time extension associated with this change order. The City has a loan agreement in place with the IEPA for funding from the State Revolving Fund in the amount of $20,556,256 for engineering and construction of this project. All eligible costs will be funded by the loan repaid over 20 years at 1.84% interest. IEPA loan funding for this work is being routed through the Water Fund, Capital Improvement (Account 513.71.7330.65515-733107), which has an FY 2019 budget allocation of $13,400,000 for this project (additional funding will be allocated in FY 2020). The City has executed a Memo of Understanding with Northwestern University (NU) where NU will pay for costs associated with this Change Order No. 2.

**For Action**

(A15) **Dog Beach Update**

At the June 10, 2019 City Council meeting, Ald. Fiske requested information on the dog beach. Staff has prepared a presentation discussing past revenues, current conditions and a review of existing City ordinances. Staff requests this report be placed on file.

**Accept and Place on File**
(A16) **Sheridan Square Parking Update**
After discussion at the June 24, 2019 Transportation & Parking Committee, staff removed signs restricting parking for 22 spaces on the east side of Sheridan Square 24 hours a day, except those with a District R permit. The entire length of Sheridan Square, both sides, is now designated as residents parking only from 9pm to 6am, which is also reflected in the City Code. Staff requests this report be placed on file and seeks direction on next steps.

**Accept and Place on File**

(A17) **Street Cleaning and Snow Removal Signs**
At the request of City Council, staff has examined the cost and scope of work required to install additional street cleaning signs at mid-block locations throughout the City. Staff requests this report be placed on file and seeks direction on next steps.

**Accept and Place on File**

(A18) **Resolution 65-R-19, Approving Procedures Regarding Determination of Benefit Eligibility Under the Public Safety Employee Benefits Act**
Staff recommends that City Council adoption of Resolution 65-R-19, adopting a Public Safety Employee Benefits Act (PSEBA) Policy. The proposed policy outlines the procedures to be used by the City to determine employer-paid health insurance eligibility for former Firefighter/Paramedics or Police Officers catastrophically injured or killed in the line of duty.

**For Action**

(A19) **Resolution 67-R-19, Authorizing Motor Fuel Tax Funds Transfer for General Maintenance of Streets**
Staff recommends City Council adoption of Resolution 67-R-19 by which City Council would authorize the City Manager to transfer $982,897 in 2019 of Motor Fuel Tax (MFT) Funds for the salt purchase, electricity payment and general maintenance of streets by City forces. The fund transfer was approved as part of the 2019 budget. Funding will be provided from the Motor Fuel Tax Fund (Account 200.26.5100.66131) as a transfer to the General Fund.

**For Action**

(A20) **Resolution 70-R-19, Authorizing the Use of Emergency Contract Procedures for Civic Center Boiler System Repairs**
Staff recommends City Council adoption of Resolution 70-R-19 authorizing the use of emergency contract procedures for Civic Center Boiler System Repairs. The City Manager will execute a contract for these repairs with Great Lakes Plumbing and Heating Company (4521 West Diversey Avenue, Chicago, IL 60639) in the amount of $119,400. Funding is available from the Capital Improvement Fund 2019 General Obligation Bonds from the line item for Facilities Contingency (Account 415.40.4119.65515 – 619022). This line item has an FY 2019 budget of $300,000 with a remaining balance of $232,810.

**For Action**
(A21) Resolution 71-R-19, Authorizing the City Manager to Sign a Memorandum of Understanding with Northwestern University for Operations of the Beach at Lincoln Street and Campus Drive
Staff recommends that City Council adopt Resolution 71-R-19, authorization to execute a memorandum of understanding by and between the City and Northwestern University for operations at the beach located at end of Lincoln Street.
For Action

(A22) Resolution 75-R-19, Accepting a Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program
Staff recommends City Council adoption of Resolution 75-R-19, accepting a grant from the Illinois Housing Development Authority (IHDA) Abandoned Residential Property Municipal Relief Program. Illinois Housing Development Authority (IHDA) has provided $75,000 in funding to address property maintenance issues at registered vacant properties. Funds will be provided through an account approved by IHDA.
For Action

(A23) Ordinance 58-O-19, Amending Section (C) of Title 11, Chapter 2, Schedule 11 “Immobilization Program”
Staff recommends City Council adoption of Ordinance 58-O-19, amending Section (C) of Title 11, Chapter 2, Schedule 11 “Immobilization Program,” changing the amount of time a vehicle is immobilized before it is towed and impounded. This ordinance will increase the time limit from 24 hours to 48 hours.
For Introduction

(A24) Ordinance 66-O-19, Amending Portions of the Parking City Code Regarding Payment Methods
Staff requests City Council adoption of Ordinance 66-O-19, amending portions City Code Chapter 10, Sections 5 and 11 to properly reflect all parking payment methods and zones. The City of Evanston offers a variety of parking options (single space meters, multi-space pay stations, and ParkEvanston App), as well as payment options (coins, cash, credit card, web-based applications/wallet) and the City Code must be updated to reflect these changes.
For Introduction

(A25) Ordinance 67-O-19 Amending City Code Section 10-11-18, Schedule XVIII(F) to add Lincoln Street Parking Pilot Program
The Transportation & Parking Committee recommends City Council adoption of Ordinance 67-O-19, amending City Code Sections 10-11-10 to restrict parking on the 1600 block of Lincoln Street to two hours from 9:00 a.m. to 6:00 p.m. for a period of 6 months.
For Introduction
(A26) Ordinance 68-O-19, Amending City Code Section 10-11-7, Schedule VII(A)
“Passenger Loading Zones, Public Carrier Stops and Stands” to Add a Loading Zone at 602 Davis Street
The Transportation & Parking Committee recommends City Council to adopt Ordinance 68-O-19, amending City Code Section 10-11-7 – Schedule VII(A) adding a 15 minute passenger loading zone at 602 Davis Street.
For Introduction

(A27) Ordinance 69-O-19, Amending City Code Sections 10-11-12, Parking Zones
The Transportation & Parking Committee recommends City Council adoption of Ordinance 69-O-19, amending City Code Sections: 10-11-12(A) by adding both sides of Greenwood Avenue from Sherman west to the alley as a 2 hour paid parking zone, and 10-11-12(F) by adding the west side of Sherman Court from Greenwood Avenue north to the alley as a 12 hour paid parking zone.
For Introduction

(A28) Ordinance 70-O-19, Amending Portions of the City Code Regarding the Scope of Authority of Hearing Officers
The Alternatives to Arrest Committee recommends City Council adopt Ordinance 70-O-19, amending portions of the City Code regarding the scope of authority of hearing officers. Ald. Braithwaite requests suspension of the rules for introduction and action at the July 8, 2019 City Council meeting.
For Introduction and Action

(A29) 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. This item was held at the June 10, 2019 City Council meeting.
For Action

(A30) 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 Action
(A31) **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 Action**

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**PLANNING AND DEVELOPMENT COMMITTEE**

(P1) **Approval to Issue a Request for Qualifications (RFQ) for the Property at 1714-1720 Chicago Avenue**

Staff recommends that the City Council authorize the City Manager and/or his designee to issue a request for qualifications to identify interest by parties for the redevelopment of the property at 1714-1720 Chicago Avenue with following terms: Qualifications Summary Statement, Development Team Overview, Representative Projects and/or Experience, Current Projects, Financial Information, References and Points of Contact for Project.

**For Action**

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(P2) **Ordinance 73-O-19, Granting Major Zoning Relief to Construct a Second Story Addition at 1124 Florence Ave.**

City staff and the Zoning Board of Appeals recommend adoption of Ordinance 73-O-19 granting major zoning relief to construct a second story addition for live-work units with a 7’ south interior side yard setback for an eave where 9’ is required, and for three parking spaces where four parking spaces are required, in the B1 Business District. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district. **Ald. Braithwaite requests suspension of the rules for introduction and action at the July 8, 2019 City Council meeting.**

**For Introduction and Action**
(P3) **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 Action**

(P4) **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 Action**

**RULES COMMITTEE**

(O1) **Resolution 72-R-19, Amending City Council Rules to Address Remote Public Comment Participation**

The Rules Committee recommends that the City Council adopt Resolution 72-R-19, amending City Council Rule 6, “Citizen Participation,” to state that only individuals attending the meeting in person may participate in public comment and no electronic participation will be allowed.

**For Action**

(O2) **Resolution 73-R-19, Amending City Council Rules to Address Signage in the Council Chambers**

The Rules Committee recommends City Council adoption of Resolution 73-R-19, amending City Council Rule 6, “Citizen Participation,” to address members of the public signs in the Council Chambers.

**For Action**
APPOINTMENTS

(APP1) For Appointment to:

**Library Board - Terry Soto**
Terry Soto is a consultant and facilitator for the UIC Center for Public Safety and Justice. Previously, Terry worked for the North Lawndale Employment Network, where she co-developed and co-facilitated racial healing training as well as provided job readiness training to participants. Her community activities range from being a member of the YWCA’s Racial Justice Committee to being past president of the Oakton Gables Condominium Association. Proficient in both Spanish and French, Terry continues to be an active Evanston Public Library patron and an avid reader.

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>
<th>Time</th>
<th>Meeting Name</th>
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<tbody>
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<td>7/15/2019</td>
<td>4:15 PM</td>
<td>Ethics Subcommittee of the Rules Committee</td>
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<td>7/15/2019</td>
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<td>City Council</td>
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<td>7/16/2019</td>
<td>7:00 PM</td>
<td>Housing &amp; Community Development Act Committee</td>
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<td>7/17/2019</td>
<td>6:30 PM</td>
<td>Minority Women &amp; Evanston Business Enterprise Development Committee</td>
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<td>7/18/2019</td>
<td>6:30 PM</td>
<td>Equity &amp; Empowerment Commission</td>
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<td>7/22/2019</td>
<td>6:00 PM</td>
<td>Administration &amp; Public Works, Planning &amp; Development, City Council</td>
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<td>7/24/2019</td>
<td>6:00 PM</td>
<td>Transportation and Parking Committee</td>
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<td>7/24/2019</td>
<td>7:30 PM</td>
<td>Economic Development Committee</td>
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Information is available about Evanston City Council meetings at: [www.cityofevanston.org/citycouncil](http://www.cityofevanston.org/citycouncil). Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
# SPECIAL CITY COUNCIL MEETING

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

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<th>Present:</th>
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<tr>
<td>Alderman Fiske</td>
<td>Alderman Revelle</td>
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<tr>
<td>Alderman Braithwaite</td>
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<td>Alderman Wynne</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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Devon Reid  
City Clerk  
12 of 331
Mayor’s Public Announcements

Mayor Hagerty Announcements and Proclamations:

- Parks and Recreation Month – July 2019

City Manager’s Public Announcements

City Manager Wally Bobkiewicz announced Dick Peach as grand marshall of the 4th of July parade. People can start saving their spots for the parade beginning July 1st at 6 a.m.

City Clerk’s Communications

City Clerk had 1 Communication: The Clerk’s Office will be hosting an event on July 1 starting at 6 p.m. The event will focus on an ethics ordinance, lobbying ordinance and whistleblower ordinance.

Public Comment

Alejandra L. Ibanez Voiced her opposition of having a Cook County Department of Homeland Security and Emergency Response van used during the Custer Street fair. Requested City Council to never use those vehicles for any future events in the city. Said the presence of the vehicles during the Custer Street fair brought fear to residents.

Linda Del Bosque Requested City Council to never use Cook County DHS vehicles in future city events.

Michael Vasilko Asked City Council to make City Clerk Reid the only FOIA Officer for the City of Evanston. Wants City Council to reconsider the matter and placed to a vote. Believes the previous vote was political and illegal. Requested the new LOI’s for Robert Crown not be accepted.

Harris Miller Talked about the new FOIA policy and requested Clerk Reid to be made the sole FOIA Officer for the City of Evanston. Thanked City Council for choosing a safer and more fiscally responsible option for Elgin Rd.

Michael Naybors Voiced his enormous support for Resolution 46-R-19 which will
designate a portion of Florence Avenue between Lake Street and Greenwood Street with the Honorary Street Name Sign, “Ernest W. Jackson Way”. Also shared his perspective of the recent changes in the FOIA policy. Suggested there should be a mediator who should listen to both parties on the issue and base his determination on the evidence presented.

Darlene Cannon  Said the Cook County DHS vehicle created a bad shadow on the Custer Fair. Wants private donors to the Robert Crown Center to pay their fair share of construction cost, as well as facility time. Lastly, she asked City Council to restore FOIA responsibilities to Clerk Reid.

Ruth Hudson  Assistant Director of Custer Fair who wanted to clarify the position of Custer Fair towards the Cook County DHS vehicle present during the event. She said the city requested to barricade the entrances. She said the options presented to them were either to erect physical blockades at the cost of over $1,000,000 or the DHS vehicles. Stated Custer Fair requested municipal vehicles.

Mary Rosinski  Asked City Council for a forensic report for Robert Crown. Wants City Council to table the liquor license for Northwestern.

Joan Safford  Talked about Resolution 59-R-19

Kathrine Jackson Bradley  Spoke about Resolution 46-R-19 which will designate a portion of Florence Avenue between Lake Street and Greenwood Street with the Honorary Street Name Sign, “Ernest W. Jackson Way”.

Doreen Price  Talked about funding and prioritizing the city budget. Wants an outside counsel to review the city’s FOIA policy.

Ray Friedman  Spoke about TIF funds. Wanted to know why money was being taken from bonds towards the TIF funds. Asked City Council to review the Certificate of Zoning Compliance for the HOW project.

Bennett Johnson  Suggested City Council to make Robert Crown revenue independent. Would also like a new City Hall to be constructed.

Caris Sutton  Thanked City Council for the honorary street naming of “Ernest W. Jackson Way”. He also shared his remarks on the appointments to the Boards & Commissions.

James Englman  Requested City Council to direct staff to hand-deliver meeting notices for residents who are handicapped.

Tiara X Foster Loyd  Believes African-American families are being pushed out of Evanston. Asked City Council to take concrete action to help diversity in the city.
<table>
<thead>
<tr>
<th>Name</th>
<th>Statement</th>
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<tbody>
<tr>
<td>Allie Harned</td>
<td>Voiced her opposition for the deal with Beacon Academy and their exclusive gym hours at Robert Crown.</td>
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<td>Carl Klein</td>
<td>Wants City Council to hear the input from the community on the future of the Evanston Library parking lot. Said the guidance from the public should be the first step in determining the future use of the library parking lot. Suggested to have a special panel comprised of community members with expertise in urban planning, zoning, and the downtown plan.</td>
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<td>Kiera Kelly</td>
<td>Talked about the future use for the Evanston Library parking lot.</td>
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<td>Betty Ester</td>
<td>Spoke about the two appointments for the Housing &amp; Homelessness Commission.</td>
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<td>Heather Sweeney</td>
<td>Voiced her opposition of having the Cook County DHS vehicle placed at the Custer Fair. She read a few comments that were placed in the online petition which opposed the placement of DHS vehicles in Evanston.</td>
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<td>Trisha Connolly</td>
<td>Stated that the Cook County DHS vehicle does not make Evanston a welcoming city. Another issue she believes doesn’t make Evanston a welcoming city is the constant request by residents who want to view the financial reports and user agreement regarding Robert Crown.</td>
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<td>Sergio Hernandez</td>
<td>Voiced his support for not allowing DHS vehicles in Evanston and thanked Ald. Fleming for reaching out to community leaders and having them remind the immigrant community they are safe and welcomed in Evanston. He also thanked City Council for passing the resolution that seeks to create equity in Evanston.</td>
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</tr>
</tbody>
</table>

**Consent Agenda**

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

Motion: Ald. Braithwaite

Approved on Consent Agenda

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

For Action

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

**Agreement to with Sam Goss & Associates to Provide Services for the Handyman Program**

City Council authorized 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**
Approved on Consent Agenda

**Agreement with Azavar Audit Solutions, Inc for Sales and Utility Tax Revenue Audits**

City Council authorized 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**
Approved on Consent Agenda

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

City Council authorized 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**
Approved on Consent Agenda

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

City Council adopted Resolution 61-R-19 updating investment policy related to the allowable investment products.

**For Action**
Approved on Consent Agenda

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

City Council adopted 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**
Approved on Consent Agenda


City Council adopted 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 No18-CH-15227). Funding will be provided from the Construction Fund – Fountain Square Project (Account 415.40.4217.65515 – 516004).

**For Action**
Approved on Consent Agenda
(A10) Ordinance 62-O-19, Amending Portions of City Code to Institute Building Permit Cancellation Fee Schedule

City Council adopted 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
Approved on Consent Agenda

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

City Council adopted 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
Approved on Consent Agenda

(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.

Motion to terminate the contract and return the earnest money Passed 9-0

Motion: Ald. Braithwaite

For Action
Referral for staff to draft a Request for Qualifications (or letters of interest) for interested parties to develop the city-owned property at
1714-1720 Chicago Ave. The draft RFQ will return to P&D for review on July 8.

(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
Item held until July 8th meeting.

(A14) 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 Action
Approved on Consent Agenda

(A15) 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 Action
Approved on Consent Agenda

(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

City Council denied 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
Approved on Consent Agenda

(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

City Council adopted 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
Approved on Consent Agenda

(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

City Council adopted 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.

Motion to suspend the rules for Introduction and Action
Passed 9-0

For Introduction and Action
Passed 8-1 Ald. Suffredin voted “No”

(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**

**Item held in 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**

Passed 9-0

(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 nonprofit 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 nonprofit 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.

For Action
Approved on Consent Agenda
(APP2) For Reappointment to:

<table>
<thead>
<tr>
<th>Firefighter's Pension Board</th>
<th>Aleks Granchalek</th>
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</thead>
<tbody>
<tr>
<td>Library Board</td>
<td>Adam Goodman</td>
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**For Action**

Approved on Consent Agenda

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**Call of the Wards**

<table>
<thead>
<tr>
<th>Ward 1:</th>
<th>No Report</th>
<th>Watch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ward 2:</td>
<td>The street naming ceremony for Mr. Jackson will be on July 20 at 2 p.m. between Lake and Florence.</td>
<td>Watch</td>
</tr>
<tr>
<td>Ward 3:</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>Ward 4:</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>Ward 5:</td>
<td>Made a referral to Rules Committee regarding better managing diversity on boards and committees. Also made a referral to M/W/EBE Development Committee for best practices to have progress compliance for large developments.</td>
<td>Watch</td>
</tr>
<tr>
<td>Ward 6:</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>Ward 7:</td>
<td>Meeting on June 25 starting at 6 p.m. in the Wilson Club at Welch-Ryan to discuss with Northwestern representatives their proposal for a zoning amendment.</td>
<td>Watch</td>
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<tr>
<td>Ward 8:</td>
<td>No Report</td>
<td>Watch</td>
</tr>
<tr>
<td>Ward 9:</td>
<td>No Report</td>
<td>Watch</td>
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</table>
Adjournment

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

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE

II. APPROVAL OF MINUTES OF REGULAR MEETING OF JUNE 24, 2019

III. PUBLIC COMMENT

IV. SPECIAL ORDER OF BUSINESS

(SP1) Parking Updates
Staff will provide an update on several parking initiatives that have been implemented over the last several months.
For Discussion

V. 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 – June 10, 2019 through June 23, 2019 $3,151,176.08
For Action

(A2) Bills List – July 9, 2019 $ 2,831,992.69
For Action

(A4) Washington National TIF Dissolution
Staff recommends City Council accept and place on file the close out memo for the Washington National TIF District
Accept and Place on File
(A5) **Sole-source Purchase of West Filter Plant Backwash Rate Controller from LAI, Ltd.**
Staff recommends City Council authorize the City Manager to execute the sole-source purchase of the DeZurik filter backwash rate controller system from LAI, Ltd, (5400 Newport Drive, Suite 10, Rolling Meadows, IL 60008) in the amount of $22,781. Funding for this purchase will be from Water Fund (Account 510.40.4230.65702), which has an allocation of $50,000 for this item. This account has an YTD balance of $206,065.37.

**For Action**

(A7) **Contract Award for HVAC Mechanical Engineering Services with Kimley-Horn and Associates, Inc. at the Police/Fire Headquarters, Fire Station #3 and the Levy Senior Center**
Staff recommends City Council authorize the City Manager to execute a contract for HVAC Mechanical Engineering Services at the Police/Fire Headquarters, Fire Station #3 and the Levy Senior Center (RFP 19-22) with Kimley-Horn and Associates, Inc. (1001 Warrenville Road, Suite 350, Lisle, IL 60532), in the amount of $59,560. Funding will be provided from the Capital Improvement Program (CIP) 2019 General Obligation Bonds, which included an FY 2019 budget of $115,000 for all three projects, all of which is remaining. The account breakdown is included in the corresponding transmittal memo.

**For Action**

(A8) **Contract Award for Engineering Design Services with CCJM Engineers, Ltd. for Emergency Generators at the Police/Fire Headquarters and Fire Stations #1 and #2**
Staff recommends City Council authorize the City Manager to execute a contract for Engineering Design Services for Emergency Generators at the Police/Fire Headquarters and Fire Stations #1 and #2 (RFP 19-30) with CCJM Engineers, Ltd. (303 East Wacker Drive, Suite 303, Chicago, IL 60601), in the amount of $34,100. Funding will be provided from the Capital Improvement Program (CIP) 2019 General Obligation Bonds, which has an FY 2019 budget for this project in the amount of $210,000, all of which is remaining. A detail breakdown of funding for this project can be found in the corresponding transmittal memorandum.

**For Action**

(A10) **Renewal of 2019-2024 Elevator Service Agreement with Thyssen Krupp Elevator Corporation for the Sherman Plaza Parking Garage**
Staff recommends renewal of the sole-source service and maintenance agreement with Thyssen Krupp Elevator Corporation (335 Eisenhower Lane South, Lombard, IL 60148) for the 6 elevators at the Sherman Plaza Parking Garage in the amount of $205,200. The proposed 5-year service agreement is effective from April 1, 2019 to March 31, 2024. Funding will be provided from the Elevator Contracts – Sherman Plaza Garage Parking Fund (Account 505.19.7036.62425), with a budget of $43,700. A breakdown of expenses for each year is as follows: $25,650 for nine months of FY 2019, $34,200 for each FY 2020-2023, and $8,550 for three months of FY 2024.

**For Action**
(A11) **2019-2020 Fuel Purchase from The Gas Depot Oil Company**
Staff recommends City Council approval of fuel purchases from July 6, 2019 through July 5, 2020 in the amount of $750,000 from Gas Depot Oil Company (8930 N. Waukegan Road, Suite 230, Morton Grove, IL 60053). The Gas Depot Oil Company is the current Northwest Municipal Conference Bid winner for all grades and types of fuels that are utilized by city vehicles for this time period. Funding for this purchase will be as follows: $750,000 from the Petroleum Products Business Unit in the Fleet Fund (Account 600.19.7710.65035) with a FY19 budget of $750,000.

**For Action**

(A12) **Replacement of One Public Works Agency Street Sweeper Vehicle from Standard Equipment Company**
Staff recommends City Council approval for the purchase of one (1) replacement street sweeper vehicle for operations and allocated to the Public Works Agency (Public Services Bureau). The replacement vehicle will be purchased from Standard Equipment Company, 2033 West Walnut Street, Chicago, IL 60612 in the amount of $226,175.55 through the Sourcewell contract. Funding for the vehicles will be from the Sewer Fund (Account 515.40.4530.65550) in the amount of $226,175.55, which has a budgeted amount of $420,075. This expenditure represents 53.8% of this budgeted amount.

**For Action**

(A14) **Approval of Change Order No. 2 for Clearwell 9 (Treated Water Storage) Replacement Project Construction (Bid 18-30)**
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the construction contract for the Clearwell 9 Replacement Project (Bid No. 18-30) with Thieneman Construction, Inc. (17219 Foundation Parkway, Westfield, IN) in the amount of $22,973.31. This will increase the total contract amount from the current contract price of $19,213,700 to $19,236,673.31. There is no time extension associated with this change order. The City has a loan agreement in place with the IEPA for funding from the State Revolving Fund in the amount of $20,556,256 for engineering and construction of this project. All eligible costs will be funded by the loan repaid over 20 years at 1.84% interest. IEPA loan funding for this work is being routed through the Water Fund, Capital Improvement (Account 513.71.7330.65515-733107), which has an FY 2019 budget allocation of $13,400,000 for this project (additional funding will be allocated in FY 2020). The City has executed a Memo of Understanding with Northwestern University (NU) where NU will pay for costs associated with this Change Order No. 2.

**For Action**
(A18) Resolution 65-R-19, Approving Procedures Regarding Determination of Benefit Eligibility Under the Public Safety Employee Benefits Act
Staff recommends that City Council adoption of Resolution 65-R-19, adopting a Public Safety Employee Benefits Act (PSEBA) Policy. The proposed policy outlines the procedures to be used by the City to determine employer-paid health insurance eligibility for former Firefighter/Paramedics or Police Officers catastrophically injured or killed in the line of duty.
For Action

(A19) Resolution 67-R-19, Authorizing Motor Fuel Tax Funds Transfer for General Maintenance of Streets
Staff recommends City Council adoption of Resolution 67-R-19 by which City Council would authorize the City Manager to transfer $982,897 in 2019 of Motor Fuel Tax (MFT) Funds for the salt purchase, electricity payment and general maintenance of streets by City forces. The fund transfer was approved as part of the 2019 budget. Funding will be provided from the Motor Fuel Tax Fund (Account 200.26.5100.66131) as a transfer to the General Fund.
For Action

(A20) Resolution 70-R-19, Authorizing the Use of Emergency Contract Procedures for Civic Center Boiler System Repairs
Staff recommends City Council adoption of Resolution 70-R-19 authorizing the use of emergency contract procedures for Civic Center Boiler System Repairs. The City Manager will execute a contract for these repairs with Great Lakes Plumbing and Heating Company (4521 West Diversey Avenue, Chicago, IL 60639) in the amount of $119,400. Funding is available from the Capital Improvement Fund 2019 General Obligation Bonds from the line item for Facilities Contingency (Account 415.40.4119.65515 – 619022). This line item has an FY 2019 budget of $300,000 with a remaining balance of $232,810.
For Action

(A23) Ordinance 58-O-19, Amending Section (C) of Title 11, Chapter 2, Schedule 11 “Immobilization Program”
Staff recommends City Council adoption of Ordinance 58-O-19, amending Section (C) of Title 11, Chapter 2, Schedule 11 “Immobilization Program,” changing the amount of time a vehicle is immobilized before it is towed and impounded. This ordinance will increase the time limit from 24 hours to 48 hours.
For Introduction

(A24) Ordinance 66-O-19, Amending Portions of the Parking City Code Regarding Payment Methods
Staff requests City Council adoption of Ordinance 66-O-19, amending portions of the Parking City Code, Sections 5 and 11 to properly reflect all parking payment methods and zones. The City of Evanston offers a variety of parking options (single space meters, multi-space pay stations, and ParkEvanston App), as well as payment options (coins, cash, credit card, web-based applications/wallet) and the City Code must be updated to reflect these changes.
For Introduction
(A25) **Ordinance 67-O-19 Amending City Code Section 10-11-18, Schedule XVIII(F) to add Lincoln Street Parking Pilot Program**
The Transportation & Parking Committee recommends City Council adoption of Ordinance 67-O-19, amending City Code Sections 10-11-10 to restrict parking on the 1600 block of Lincoln Street to two hours from 9:00 a.m. to 6:00 p.m. for a period of 6 months.

*For Introduction*

(A26) **Ordinance 68-O-19, Amending City Code Section 10-11-7, Schedule VII(A) “Passenger Loading Zones, Public Carrier Stops and Stands” to Add a Loading Zone at 602 Davis Street**
The Transportation & Parking Committee recommends City Council to adopt Ordinance 68-O-19, amending City Code Section 10-11-7 – Schedule VII(A) adding a 15 minute passenger loading zone at 602 Davis Street.

*For Introduction*

(A27) **Ordinance 69-O-19, Amending City Code Sections 10-11-12, Parking Zones**
The Transportation & Parking Committee recommends City Council adoption of Ordinance 69-O-19, amending City Code Sections: 10-11-12(A) by adding both sides of Greenwood Avenue from Sherman west to the alley as a 2 hour paid parking zone, and 10-11-12(F) by adding the west side of Sherman Court from Greenwood Avenue north to the alley as a 12 hour paid parking zone.

*For Introduction*

(A28) **Ordinance 70-O-19, Amending Portions of the City Code Regarding the Scope of Authority of Hearing Officers**
The Alternatives to Arrest Committee recommends City Council adopt Ordinance 70-O-19, amending portions of the City Code regarding the scope of authority of hearing officers. *Ald. Braithwaite requests suspension of the rules for introduction and action at the July 8, 2019 City Council meeting.*

*For Introduction and Action*

VI. **ITEMS FOR CONSIDERATION**

(A3) **2018 Audited Comprehensive Annual Financial Report**
Staff recommends that City Council accept and place on file the Audited Comprehensive Annual Financial Report (CAFR).

*Accept and Place on File*
(A6) **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 December 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. *This item was held in Committee at the June 10, 2019 Administration and Public Works Committee meeting.*

For Action

(A9) **Purchase of Fire Department Communications Equipment from Motorola Solutions through the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program**

Staff recommends approval of payment to Motorola Solutions of Chicago, IL for the purchase of upgraded mobile communications equipment and the APX emergency scene accountability system. Total cost for this invoice is $1,550,000. Funding will come from Fire Department AFG Portal Radio Grant (Account 100.23.2305.62672), which is funded from three sources. A detailed summary of the funding is included in the corresponding transmittal memorandum.

For Action

(A13) **Amended Agreement with Passport Parking, Inc. for Software License and Service Agreement for Mobile Payments for Parking Platform and a Citation Management Platform**

Staff requests City Council authorize the City Manager to execute a three-year amended agreement with Passport Parking, Inc. for software license and services for mobile parking payments and for a citation management platform. The contract term is retroactive to January 1, 2019 and continues through December 31, 2021. Mobile pay transaction fees are reduced from $0.35 cents to $0.22 cents per transaction with a not-to-exceed amount of $250,000 for 2019, $300,000 for 2020 and $350,000 for 2021. Citation Management services will be $22,200 a month for a total of $266,400 annually, with an additional $1.25 per letter issued after 40 days of non-payment by the citation recipient. Funding is as follows: Citation Management Fees: General Fund - Administrative Services - Service Agreement & Contracts (Account 100.19.1941.62509). Mobile App Fees: Parking Fund - Passport Mobile Parking (Account 505.19.7015.62519). Funding for mobile fees will be a mix of Parking Funds and convenience fees paid by Park Evanston “pay as you go” users.

For Action
(A15) **Dog Beach Update**  
At the June 10, 2019 City Council meeting, Ald. Fiske requested information on the dog beach. Staff has prepared a presentation discussing past revenues, current conditions and a review of existing City ordinances. Staff requests this report be placed on file.  
**Accept and Place on File**

(A16) **Sheridan Square Parking Update**  
After discussion at the June 24, 2019 Transportation & Parking Committee, staff removed signs restricting parking for 22 spaces on the east side of Sheridan Square 24 hours a day, except those with a District R permit. The entire length of Sheridan Square, both sides, is now designated as residents parking only from 9pm to 6am, which is also reflected in the City Code. Staff requests this report be placed on file and seeks direction on next steps.  
**Accept and Place on File**

(A17) **Street Cleaning and Snow Removal Signs**  
At the request of City Council, staff has examined the cost and scope of work required to install additional street sweeping signs at mid-block locations throughout the City. Staff requests this report be placed on file and seeks direction on next steps.  
**Accept and Place on File**

(A21) **Resolution 71-R-19, Authorizing the City Manager to Sign a Memorandum of Understanding with Northwestern University for Operations of the Beach at Lincoln Street and Campus Drive**  
Staff recommends that City Council adopt Resolution 71-R-19, authorization to execute a memorandum of understanding by and between the City and Northwestern University for operations at the beach located at end of Lincoln Street.  
**For Action**

(A22) **Resolution 75-R-19, Accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipal Relief Program**  
Staff recommends City Council adoption of Resolution 75-R-19, accepting a grant from the Illinois Housing Development Authority (IHDA) Abandoned Residential Property Municipal Relief Program. Illinois Housing Development Authority (IHDA) has provided $75,000 in funding to address property maintenance issues at registered vacant properties. Funds will be provided through an account approved by IHDA.  
**For Action**
VII. ITEMS FOR DISCUSSION

(APW1) Robert Crown Local Employment Program and M/W/EBE Program Status Update

A status update will be provided regarding compliance with the Local Employment Program and the M/W/EBE program for the construction of the Robert Crown Community Center, Ice Complex and Library.

For Discussion

VI. COMMUNICATIONS

VII. ADJOURNMENT
Administration & Public Works Committee Meeting
Minutes of June 24, 2019
James C. Lytle Council Chambers – 6:00 p.m.
Lorraine H. Morton Civic Center

MEMBERS PRESENT:  R. Rue Simmons, A. Rainey, C. Fleming, T. Suffredin, P. Braithwaite


PRESIDING OFFICIAL:  Ald. Braithwaite

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE, CHAIR
A quorum being present, Ald. Braithwaite called the meeting to order at 6:07 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. Fleming.

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

III. PUBLIC COMMENT
Carl Klein discussed the library parking lot contract. He suggested a public meeting chaired by the Community Development Director for public input by all residents, not just residents of the 1st Ward.

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
(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*

(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*

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

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

(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

Ald. Rainey moved to recommend City Council authorize the City Manager to execute an agreement with Sam Goss & Associates to provide handyman services for the Handyman Program (RFP 19-17) for the period of July 1, 2019 through December 31, 2019, seconded by Ald. Rue Simmons.

Ald. Braithwaite requested the term Contractor be replaced with Consultant throughout the agreement.

After discussion, the Committee voted unanimously 5-0 to approve the agreement.

(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

Ald. Rainey moved to recommend City Council authorize the sole-source renewal of Pro Support from Dell Technologies in the amount of $27,598.12, seconded by Ald. Rue Simmons.

At Ald. Braithwaite’s inquiry, Chief Information Officer Luke Stowe explained that we were charged a reinstatement fee because of a gap in service. We will request the fee be waived.

After discussion, the Committee voted unanimously 5-0 to approve the renewal.
(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
Item will be held until the July 8, 2019 meeting. Staff will return with the final costs and scoring information.

(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
Ald. Rainey moved to recommend City Council 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, seconded by Ald. Rue Simmons.

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

(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
Ald. Suffredin moved to recommend 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, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to adopt the ordinance.
VI. ITEMS FOR DISCUSSION
Ald. Suffredin requested a discussion regarding notices of violations for miscellaneous compliance issues. He would like to encourage more constituent-friendly compliance notices from City staff.

VI. COMMUNICATIONS

VII. ADJOURNMENT
Ald. Rainey moved to adjourn, seconded by Ald. Rue Simmons. The meeting was adjourned at 6:24pm.

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 28, 2019

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

Summary:
Payroll – June 10, 2019 through June 23, 2019 $ 3,151,176.08
(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
100 GENERAL FUND

CITY OF EVANSTON
BILLS LIST

Accounts Payable by G/L Distribution
Report
Payment Date Range 07/09/19 - 07/09/19

PERIOD ENDING 07.09.2019
Vendor

Invoice Description

Fund 100 - GENERAL FUND
Account 21639 - VISION INSURANCE DEDUCTI
259711 - EYE MED VISION CARE

EYEMED MONTHLY INVOICE

Account 21640 - DENTAL INSURANCE
123581 - GUARDIAN
106088 - METLIFE SMALL BUSINESS CENTER

GUARDIAN DENTAL MONTHLY INVOICE
METLIFE MONTHLY INVOICE

Department 15 - CITY MANAGER'S OFFICE
Business Unit 1505 - CITY MANAGER
Account 61055 - TEMPORARY EMPLOYEES
303856 - ROBERT HALF INTERNATIONAL
303856 - ROBERT HALF INTERNATIONAL

Invoice Date

Payment Date

Invoice Amount

06/24/2019
Account 21639 - VISION INSURANCE DEDUCTI Totals

07/09/2019
1

3,924.63
$3,924.63

06/24/2019
06/20/2019
Account 21640 - DENTAL INSURANCE Totals

07/09/2019
07/09/2019
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18,709.04
20,072.24
$38,781.28

06/13/2019
TEMPORARY PERSONNEL SERVICES - CITY MANAGER'S OFFICE
06/27/2019
TEMPORARY PERSONNEL SERVICES - CITY MANAGER'S OFFICE
Account 61055 - TEMPORARY EMPLOYEES Totals

07/09/2019
07/09/2019
2

2,244.00
2,040.00
$4,284.00

06/25/2019
Account 62210 - PRINTING Totals

07/09/2019
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78.00
$78.00

06/20/2019
Account 62295 - TRAINING & TRAVEL Totals

07/09/2019
1

80.00
$80.00

Account 62210 - PRINTING
100177 - ALLEGRA PRINT & IMAGING

BUSINESS CARDS - DEIGNAN, MAYO, HOHENKIRK, HARDIN

Account 62295 - TRAINING & TRAVEL
103822 - NORTHWEST MUNICIPAL CONFERENCE

2019 ANNUAL GALA DINNER/ BOBKIEWICZ

Account 62380 - COPY MACHINE CHARGES
149274 - CHICAGO OFFICE TECHNOLOGY GROUP
105654 - XEROX CORP.

COPIER CHARGES
COPIER CHARGES

06/17/2019
06/06/2019
Account 62380 - COPY MACHINE CHARGES Totals

07/09/2019
07/09/2019
2

84.32
37.96
$122.28

Account 65095 - OFFICE SUPPLIES
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT

OFFICE SUPPLIES
OFFICE SUPPLIES
OFFICE SUPPLIES
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OFFICE SUPPLIES

06/10/2019
06/20/2019
06/17/2019
06/05/2019
06/05/2019
06/06/2019
06/06/2019
Account 65095 - OFFICE SUPPLIES Totals
Business Unit 1505 - CITY MANAGER Totals

07/09/2019
07/09/2019
07/09/2019
07/09/2019
07/09/2019
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07/09/2019
7
13

10.99
21.98
45.52
39.95
33.19
15.19
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Business Unit 1510 - PUBLIC INFORMATION
Account 62210 - PRINTING
100177 - ALLEGRA PRINT & IMAGING
103460 - MINUTEMAN PRESS

BUSINESS CARDS - DEIGNAN, MAYO, HOHENKIRK, HARDIN
LABELS

06/25/2019
06/18/2019
Account 62210 - PRINTING Totals

07/09/2019
07/09/2019
2

78.00
144.46
$222.46

Account 62490 - OTHER PROGRAM COSTS
101082 - 3CMA

EVANSTON SPOTLIGHT AWARD ENTRY

06/03/2019
Account 62490 - OTHER PROGRAM COSTS Totals
Business Unit 1510 - PUBLIC INFORMATION Totals

07/09/2019
1
3

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$317.46

Business Unit 1560 - REVENUE & COLLECTIONS
Account 61060 - SEASONAL EMPLOYEES
14374 - ACCOUNTING PRINCIPALS
14374 - ACCOUNTING PRINCIPALS

TEMPORARY ACCOUNTING CLERK
TEMPORARY ACCOUNTING CLERK

06/21/2019
06/26/2019
Account 61060 - SEASONAL EMPLOYEES Totals

07/09/2019
07/09/2019
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348.60
573.74
$922.34

Account 62380 - COPY MACHINE CHARGES
149274 - CHICAGO OFFICE TECHNOLOGY GROUP

COPIER CHARGES

06/17/2019
Account 62380 - COPY MACHINE CHARGES Totals

07/09/2019
1

42.16
$42.16

06/21/2019
FEB 2019 MUNICODEPAY TRANSACTIONS
06/21/2019
DEC 2018 MUNICODEPAY TRANSACTIONS
06/21/2019
MARCH 2019 MUNICODEPAY TRANSACTIONS
06/25/2019
ORBIPAY ONLINE PAYMENT PROCESSING - APRIL 2019
Account 64545 - PERSONAL COMPUTER SOFTWARE Totals
Business Unit 1560 - REVENUE & COLLECTIONS Totals

07/09/2019
07/09/2019
07/09/2019
07/09/2019
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205.00
128.92
198.48
$663.55
$1,628.05

06/12/2019
06/12/2019
06/12/2019
06/21/2019
Account 65095 - OFFICE SUPPLIES Totals

07/09/2019
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07/09/2019
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30.93
6.75
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05/30/2019
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Business Unit 1575 - PURCHASING Totals
Department 15 - CITY MANAGER'S OFFICE Totals

07/09/2019
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$1,400.00
$1,452.24
$8,156.23

06/17/2019
Account 62380 - COPY MACHINE CHARGES Totals

07/09/2019
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21.08
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06/25/2019
06/25/2019
Account 65010 - BOOKS, PUBLICATIONS, MAPS Totals

07/09/2019
07/09/2019
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11/13/2018
06/03/2019
Account 65095 - OFFICE SUPPLIES Totals
Business Unit 1705 - LEGAL ADMINISTRATION Totals
Department 17 - LAW Totals

07/09/2019
07/09/2019
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25.56
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$2,151.87

06/26/2019
EMPLOYMENT BACKGROUND CHECKS ILLINOIS STATE POLICE
06/20/2019
EMPLOYMENT TESTING-LANGUAGE TESTING INTERNATIONAL
06/26/2019
EMPLOYMENT TESTING-THEODORE POLYGRAPH SERVICES
Account 62160 - EMPLOYMENT TESTING SERVICES Totals

07/09/2019
07/09/2019
07/09/2019
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175.00
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06/26/2019
EMPLOYMENT TESTING-HEALTH ENDEAVORS
Account 62270 - MEDICAL/HOSPITAL SERVICES Totals

07/09/2019
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Account 64545 - PERSONAL COMPUTER SOFTWARE
297082 - MUNICIPAL CODE CORPORATION
297082 - MUNICIPAL CODE CORPORATION
297082 - MUNICIPAL CODE CORPORATION
297082 - MUNICIPAL CODE CORPORATION

Business Unit 1575 - PURCHASING
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103883 - OFFICE DEPOT
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT

OFFICE SUPPLIES
OFFICE SUPPLIES
OFFICE SUPPLIES
OFFICE SUPPLIES

Account 65625 - FURNITURE & FIXTURES
120230 - FORWARD SPACE LLC D/B/A OFFICE

LABOR AND DELIVERY

Department 17 - LAW
Business Unit 1705 - LEGAL ADMINISTRATION
Account 62380 - COPY MACHINE CHARGES
149274 - CHICAGO OFFICE TECHNOLOGY GROUP

COPIER CHARGES

Account 65010 - BOOKS, PUBLICATIONS, MAPS
106332 - WEST GROUP PAYMENT CTR
106332 - WEST GROUP PAYMENT CTR

WEST LAW SUBSCRIPTION
WEST LAW BOOKS

Account 65095 - OFFICE SUPPLIES
103883 - OFFICE DEPOT
103883 - OFFICE DEPOT

OFFICE SUPPLIES
OFFICE SUPPLIES

Department 19 - ADMINISTRATIVE SERVICES
Business Unit 1929 - HUMAN RESOURCE DIVISION
Account 62160 - EMPLOYMENT TESTING SERVICES
102530 - ILLINOIS STATE POLICE
14084 - LANGUAGE TESTING INTERNATIONAL, INC.
326463 - THEODORE POLYGRAPH SERVICE, INC.
Account 62270 - MEDICAL/HOSPITAL SERVICES
163373 - HEALTH ENDEAVORS, S.C.

Run by Tera Davis on 06/28/2019 09:01:48 AM

40 of 331

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**Department 24 - HEALTH**

**Business Unit 2407 - HEALTH SERVICES ADMIN**

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100177 - ALLEGRA PRNT & IMAGING | BUSINESS CARDS | 06/25/2019 | 07/09/2019 | 30.00 |

**Account 62330 - COPY MACHINE CHARGES**

149274 - CHICAGO OFFICE TECHNOLOGY GROUP | COPIER CHARGES | 06/17/2019 | 07/08/2019 | 21.08 |

**Business Unit 2435 - FOOD AND ENVIRONMENTAL HEALTH**

**Account 62474 - HEALTH PROTECTION EXP**

10046 - SUPERIOR INDUSTRIAL SUPPLY | HAND SANITIZE WITH STAND | 06/12/2019 | 07/09/2019 | 106.55 |

**Account 62605 - OTHER CHARGES**

308955 - ROSE PET SOLUTIONS | PEST CONTROL SERVICE JULY 2019 | 06/13/2019 | 07/09/2019 | 6,240.00 |

**Account 64540 - TELECOMMUNICATIONS - WIRELESS**

14093 - VERIZON NETWORKFLEET, INC. | AVL TRACKERS | 06/01/2019 | 07/09/2019 | 151.60 |

**Account 6250 - OTHER PROGRAM COSTS**

15227 - ETHH | PARTNER REIMBURSEMENT OF SUPPLIES | 06/19/2019 | 07/09/2019 | 3,226.64 |

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

**Business Unit 3005 - REC. MGMT. & GENERAL SUPPORT**

**Account 62295 - TRAINING & TRAVEL**

11348 - AUDREY THOMPSON | TRAVEL REIMBURSEMENT RD RETREAT | 06/25/2019 | 07/09/2019 | 247.52 |

**Account 62490 - OTHER PROGRAM COSTS**

103360 - METROPOLITAN WATER RECLAMATION DISTRICT | PROPERTY SURVEY | 06/19/2019 | 07/09/2019 | 11,709.04 |

**Business Unit 3010 - REC. BUSINESS & FISCAL MGMT**

**Account 62330 - COPY MACHINE CHARGES**

149274 - CHICAGO OFFICE TECHNOLOGY GROUP | COPIER CHARGES | 06/17/2019 | 07/09/2019 | 42.16 |

**Account 60505 - OFFICE SUPPLIES**

103883 - OFFICE DEPOT | OFFICE SUPPLIES | 05/10/2019 | 07/08/2019 | 39.79 |

**Business Unit 3020 - REC GENERAL SUPPORT**

**Account 62490 - OTHER PROGRAM COSTS**

14093 - VERIZON NETWORKFLEET, INC. | AVL TRACKERS | 06/01/2019 | 07/08/2019 | 94.75 |

**Business Unit 3025 - PARK UTILITIES**

**Account 64055 - ELECTRICITY**

101143 - COMED | UTILITIES: COMED | 05/31/2019 | 07/08/2019 | 30.90 |

**Account 64055 - ELECTRICITY**

101143 - COMED | UTILITIES: COMED | 05/31/2019 | 07/08/2019 | 242.15 |

**Account 64055 - ELECTRICITY**

101143 - COMED | UTILITIES: COMED | 05/30/2019 | 07/08/2019 | 28.99 |

**Account 64055 - ELECTRICITY**

101143 - COMED | UTILITIES: COMED | 05/30/2019 | 07/08/2019 | 56.12 |
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Business Unit 3030 - CROWN COMMUNITY CENTER

Account 62505 - INSTRUCTOR SERVICES

Account 60415 - NATURAL GAS

Account 60540 - JANITORIAL SUPPLIES

Account 60570 - OFFICE/OTHER EQT MTN MATL

Business Unit 3035 - CHANDLER COMMUNITY CENTER

Account 62380 - COPY MACHINE CHARGES

Account 62505 - INSTRUCTOR SERVICES

Account 62507 - FIELD TRIPS

Account 64015 - NATURAL GAS

Business Unit 3040 - FLEETWOOD JOURDAIN COM CT

Account 62225 - BLDG MAINTENANCE SERVICES

Account 62380 - COPY MACHINE CHARGES

Account 62505 - INSTRUCTOR SERVICES

Account 64015 - NATURAL GAS

Account 65095 - OFFICE SUPPLIES

Account 65110 - RECREATION SUPPLIES

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Account 62490 - OTHER PROGRAM COSTS
Business Unit 1800 - GOOD NEIGHBOR ADMINISTRATION

Fund 180 - GOOD NEIGHBOR FUND Totals 1 $1,000.00
Department 99 - NON-DEPARTMENTAL Totals 1 $1,000.00

Account 62490 - OTHER PROGRAM COSTS

Fund 180 - GOOD NEIGHBOR FUND Totals 1 $1,000.00
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- **Run by Tera Davis on:** 06/28/2019 09:01:48 AM

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(City of Evanston Bills List Period Ending 07.09.2019)
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<td>07/09/2019</td>
<td>415.48</td>
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<tr>
<td>Vendor</td>
<td>Invoice Description</td>
<td>Invoice Date</td>
<td>Payment Date</td>
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</tr>
<tr>
<td>--------</td>
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<td>----------------</td>
</tr>
<tr>
<td>215687 - REINDERS, INC.</td>
<td>GREENWAYS VEHICLE #533 SEAL KIT</td>
<td>06/17/2019</td>
<td>07/09/2019</td>
<td>25.76</td>
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<tr>
<td>215687 - REINDERS, INC.</td>
<td>GREENWAYS VEHICLE #533 ALTERNATOR</td>
<td>06/17/2019</td>
<td>07/09/2019</td>
<td>940.96</td>
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<tr>
<td>324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC</td>
<td>RECYCLING VEHICLE #704 POWER</td>
<td>06/13/2019</td>
<td>07/09/2019</td>
<td>113.99</td>
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<tr>
<td>324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC</td>
<td>FORESTRY VEHICLE #628 DRIVE SYSTEM PARTS</td>
<td>06/13/2019</td>
<td>07/09/2019</td>
<td>334.80</td>
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<tr>
<td>324612 - RUSH TRUCK CENTERS OF ILLINOIS, INC</td>
<td>PRCS VEHICLE #449 ALTERNATOR</td>
<td>06/12/2019</td>
<td>07/09/2019</td>
<td>926.38</td>
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<tr>
<td>104918 - STANDARD EQUIPMENT COMPANY</td>
<td>WATER VEHICLE #925 HOSE END WELDING</td>
<td>06/10/2019</td>
<td>07/09/2019</td>
<td>162.93</td>
</tr>
<tr>
<td>104918 - STANDARD EQUIPMENT COMPANY</td>
<td>WATER VEHICLE #925 AIR FILTER</td>
<td>06/07/2019</td>
<td>07/09/2019</td>
<td>780.71</td>
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<tr>
<td>104918 - STANDARD EQUIPMENT COMPANY</td>
<td>VEHICLE JOYSTICK</td>
<td>06/06/2019</td>
<td>07/09/2019</td>
<td>583.43</td>
</tr>
<tr>
<td>245587 - SUBURBAN ACCENTS, INC.</td>
<td>VEHICLE LETTERING</td>
<td>06/19/2019</td>
<td>07/09/2019</td>
<td>510.75</td>
</tr>
<tr>
<td>106333 - WEST SIDE EXCHANGE</td>
<td>STREETS VEHICLE #659 WIPERS</td>
<td>06/12/2019</td>
<td>07/09/2019</td>
<td>93.25</td>
</tr>
<tr>
<td>106333 - WEST SIDE EXCHANGE</td>
<td>STREETS VEHICLE #581 DOOR LATCH</td>
<td>06/17/2019</td>
<td>07/09/2019</td>
<td>67.72</td>
</tr>
<tr>
<td>106333 - WEST SIDE EXCHANGE</td>
<td>STREETS VEHICLE #680 BATTERIES</td>
<td>06/14/2019</td>
<td>07/09/2019</td>
<td>221.72</td>
</tr>
<tr>
<td>106333 - WEST SIDE EXCHANGE</td>
<td>CABLE AND LATCH RETURN</td>
<td>06/17/2019</td>
<td>07/09/2019</td>
<td>(233.91)</td>
</tr>
<tr>
<td>105553 - WHOLESALE DIRECT INC</td>
<td>FLEET STOCK TIRES</td>
<td>06/13/2019</td>
<td>07/09/2019</td>
<td>28.49</td>
</tr>
<tr>
<td>105553 - WHOLESALE DIRECT INC</td>
<td>TRANSPORT CHAINS</td>
<td>05/30/2019</td>
<td>07/09/2019</td>
<td>666.60</td>
</tr>
<tr>
<td>105688 - ZARNOPTH BRUSH WORKS, INC.</td>
<td>GUTTER BROOMS</td>
<td>05/30/2019</td>
<td>07/09/2019</td>
<td>1,010.40</td>
</tr>
<tr>
<td>101556 - DUXLER TIRE &amp; CAR CENTER</td>
<td>FIRE VEHICLE #348 TIRE BALANCE</td>
<td>06/18/2019</td>
<td>07/09/2019</td>
<td>15.00</td>
</tr>
<tr>
<td>103795 - NORTH SHORE TOWING</td>
<td>PD VEHICLE #50 TIRE CHANGE</td>
<td>06/21/2019</td>
<td>07/09/2019</td>
<td>50.00</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>FLEET STOCK TIRES</td>
<td>06/12/2019</td>
<td>07/09/2019</td>
<td>620.08</td>
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<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>STREETS VEHICLE #680 TIRES</td>
<td>06/17/2019</td>
<td>07/09/2019</td>
<td>659.98</td>
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<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>RECYCLING VEHICLE #712 TIRES</td>
<td>06/19/2019</td>
<td>07/09/2019</td>
<td>210.00</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>FLEET STOCK TIRES</td>
<td>06/18/2019</td>
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<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
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<td>06/24/2019</td>
<td>07/09/2019</td>
<td>209.38</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>FLEET STOCK TIRES</td>
<td>06/21/2019</td>
<td>07/09/2019</td>
<td>577.40</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>FLEET STOCK TIRES</td>
<td>06/24/2019</td>
<td>07/09/2019</td>
<td>209.38</td>
</tr>
</tbody>
</table>

**Account 65065 - TIRES & TUBES**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>105004 - WESTMONT AUTO PARTS</td>
<td>FORESTRY VEHICLE #632 FUEL PARTS</td>
<td>06/18/2019</td>
<td>07/09/2019</td>
<td>28.49</td>
</tr>
<tr>
<td>105553 - WHOLESALE DIRECT INC</td>
<td>FLEET STOCK TIRES</td>
<td>06/24/2019</td>
<td>07/09/2019</td>
<td>209.38</td>
</tr>
<tr>
<td>105868 - ZARNOPTH BRUSH WORKS, INC.</td>
<td>GUTTER BROOMS</td>
<td>05/30/2019</td>
<td>07/09/2019</td>
<td>1,010.40</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>FLEET STOCK TIRES</td>
<td>06/24/2019</td>
<td>07/09/2019</td>
<td>209.38</td>
</tr>
<tr>
<td>245860 - WENTWORTH TIRE SERVICE</td>
<td>FLEET STOCK TIRES</td>
<td>06/21/2019</td>
<td>07/09/2019</td>
<td>577.40</td>
</tr>
</tbody>
</table>

Account 65090 - SAFETY EQUIPMENT

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101063 - CINTAS FIRST AID &amp; SUPPLY</td>
<td>FIRST AID KITS</td>
<td>06/21/2019</td>
<td>07/09/2019</td>
<td>31.93</td>
</tr>
</tbody>
</table>

Account 65090 - SAFETY EQUIPMENT Totals 1 31.93

Business Unit 7710 - FLEET MAINTENANCE Totals 88 $62,672.42

Department 19 - ADMINISTRATIVE SERVICES Totals 90 $62,731.46

Fund 600 - FLEET SERVICES FUND Totals 90 $62,731.46
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>16444 - MIDWEST PAVING EQUIPMENT, INC.</td>
<td>VEHICLE #685 FALCON ASPHALT RECYCLER &amp; HOT BOX</td>
<td>06/10/2019</td>
<td>07/09/2019</td>
<td>40,473.00</td>
</tr>
<tr>
<td>105395 - VERMEER MIDWEST</td>
<td>REPLACEMENT FORESTRY CHIPPER VEHICLES #560 &amp; #564</td>
<td>06/13/2019</td>
<td>07/09/2019</td>
<td>68,313.00</td>
</tr>
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</table>

**Account 65550 - AUTOMOTIVE EQUIPMENT Totals**
- 2 $108,786.00

**Business Unit 7780 - VEHICLE REPLACEMENTS Totals**
- 2 $108,786.00

**Department 19 - ADMINISTRATIVE SERVICES Totals**
- 2 $108,786.00

**Fund 601 - EQUIPMENT REPLACEMENT FUND Totals**
- 2 $108,786.00
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
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<tbody>
<tr>
<td>244146 - CCMSI</td>
<td>605 INSURANCE FUND</td>
<td>06/26/2019</td>
<td>07/09/2019</td>
<td>23,375.00</td>
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<tr>
<td>104663 - SENIORS CHOICE</td>
<td>605 INSURANCE FUND</td>
<td>06/18/2019</td>
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<td>1,813.53</td>
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<tr>
<td>66054 - MEDICARE SUPPLEMENT- SENIOR'S CHOICE</td>
<td>605 INSURANCE FUND</td>
<td>06/18/2019</td>
<td>07/09/2019</td>
<td>1,813.53</td>
</tr>
</tbody>
</table>

**Fund 605 - INSURANCE FUND**

**Department 99 - NON-DEPARTMENTAL**

**Business Unit 7800 - RISK MANAGEMENT**

**Account 62266 - TPA SERVICE CHARGES**

**Account 66054 - MEDICARE SUPPLEMENT- SENIOR'S CHOICE**

**Business Unit 7800 - RISK MANAGEMENT**

**Account 62266 - TPA SERVICE CHARGES**

**Business Unit 7801 - EMPLOYEE BENEFITS**

**Account 60505 - MEDICARE SUPPLEMENT- SENIOR'S CHOICE**

**Department 99 - NON-DEPARTMENTAL**

**Fund 605 - INSURANCE FUND**

**Total** | **$25,188.53** | **$25,188.53** | **$25,188.53** | **$25,188.53** | **$4,758,760.60**
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Invoice Date</th>
<th>Payment Date</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>*2019 PEST CONTROL LICENSE 11 EMPLOYEES</td>
<td>06/11/2019</td>
<td>06/19/2019</td>
<td>$600.00</td>
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</table>

**Fund 100 - GENERAL FUND**

**Department 40 - PUBLIC WORKS AGENCY**

**Business Unit 4300 - ENVIRONMENTAL SERVICES**

**Account 62295 - TRAINING & TRAVEL**

102457 - ILLINOIS DEPARTMENT OF AGRICULTURE
<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
<td></td>
<td>VARIOUS</td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
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<tr>
<td></td>
<td>VARIOUS</td>
<td>VARIOUS</td>
<td>WORKERS COMP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total $5,042,548.09
Memorandum

To: Honorable Mayor and Members of the City Council

From: Hitesh Desai, Chief Financial Officer/Treasurer
Andrew Villamin, Accounting Manager

Subject: 2018 Comprehensive Annual Financial Report

Date: July 1, 2019

Recommended Action:
Staff recommends that City Council accept and place on file the Audited Comprehensive Annual Financial Report (CAFR).

Livability Benefits:

Summary:
Every year the City goes through an independent audit of the financial performance by public accounting firm. The FY 2018 CAFR and Management Letter are posted on the City’s website. The link to the following documents can be found here:
https://www.cityofevanston.org/government/transparency/budget-financial-reports

• FY 2018 Audited Comprehensive Annual Financial Report (CAFR)

• This Management Letter includes all management comments from our independent auditor, Sikich, LLP. The communication also covers any applicable future changes due to GASB statements.

The 2018 CAFR presents the OPEB (Post-Employment benefits other than pensions) liability according to the requirements of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions, which requires recognizing long-term obligation for OPEB.

Sikich, LLP has provided the City with an unqualified opinion, meaning the CAFR fairly states the City’s financial position as of December 31, 2018.
Memorandum

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

From: Hitesh Desai, Chief Financial Officer/Treasurer

Subject: Dissolution of Washington National Tax Increment Finance District

Date: June 20, 2019

Recommended Action:
Staff recommends City Council accept and place on file the close out memo for the Washington National TIF District.

Funding Source:
N/A

Livability Benefits:
Education Arts and Community: Provided new revenues to the City’s Schools and municipal operations
Innovation & Process: Supported local government best practices and processes

Summary:
The Washington National TIF was dissolved effective December 31, 2018. As part of this closure, the City notified all taxing districts and Cook County regarding the dissolution.

The Washington National TIF district covered an area with parcels bound by Benson Avenue on the west, Church Street on the north, Chicago Avenue on the east and Davis Street on the south. The TIF district was created in 1994 as a proactive tool to address the redevelopment of the site vacated by the Washington National Insurance Company corporate headquarters and adjacent property bounded by Church, Chicago, Davis and the alley west of the property. The TIF was amended in 1999 to expand westward to the larger area.
The Washington National TIF was a great success in terms of projects financed, growth in Equalized Assessed Value (EAV) and incremental revenues during the term of TIF. The below table clearly shows substantial growth of the EAV to $90.1M in 2017 (year of closing) from the base EAV of $25.7M in 1994 (year of TIF creation). Besides, the TIF generated $66.1M in incremental revenues during the term of the TIF to fund the projects described hereafter.

<table>
<thead>
<tr>
<th>Equalized Assessed Value (EAV) by Tax Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIF Total EAV 2017</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>90,140,588</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>------------------</td>
</tr>
<tr>
<td>5,715,183</td>
</tr>
</tbody>
</table>

In 1993, the John Buck Company was selected to redevelop the Washington National Insurance Company headquarters and used TIF funds in the amount of $3.2 million to demolish the building. The site is now home to the Park Evanston, a 283-unit apartment building; 40,000 square feet of commercial space, including a Whole Foods market; and a 400-space parking garage. Park Evanston sold for $130 million in 2017, after a purchase for $101 million in 2008 from original developer John Buck Company.

The City contributed $52 million ($12.8 million in Tax Increment Financing) resulting in over $236 million in development. The construction of the $190 million Sherman Plaza mixed use development commenced in 2005. The site, which was previously a City parking garage, was redesigned as a mixed-use site with retail, high-rise condominiums, and a 1600-space parking facility, 150,000 sq. ft. of commercial storefronts, and a 250-unit condominium building. The city contributed $3.5 million in TIF and contributed $40 million to the $48 million total cost of the parking deck. Units in the building were originally marketed at from $224,000 for a 770-square-foot loft to $1.8 million for a 4,000-square-foot penthouse with three terraces according to a 2005 New York Times article. Residential real estate data provider, REDFIN shows nine recent sales over $1 million in addition to a $2.7 million sale in November 2018.

The funds were also used for façade improvements for Music Institute of Chicago and Koi Restaurant. The TIF culminated with the funding of the redesigned Fountain Square, Evanston’s town square and war memorial at Davis Street and Sherman at approximate cost of $6 million.
Memorandum

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

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

Subject: Purchase of West Filter Plant Backwash Rate Controller

Date: July 8, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute the sole-source purchase of the DeZurik filter backwash rate controller system from LAI, Ltd, (5400 Newport Drive, Suite 10, Rolling Meadows, IL 60008) in the amount of $22,781.

Funding Source:
Funding for this purchase will be from Water Fund (Account 510.40.4230.65702), which has an allocation of $50,000 for this item. This account has an YTD balance of $206,065.37.

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

Background:
Filtration backwash standards require a backwash water regulator or valve on the main washwater line to obtain the desired rate of filter backwash flow for proper water treatment. Normal flow through a filter is from the top down through the filter media (anthracite and sand) to remove sediment and particles from the water as part of the water treatment process. After 100 hours of operation, the filter is taken out of service and cleaned by pumping water from the bottom of the filter through the filter media to remove the sediment and particles from the media. This process is called a backwash.

The filtration system at the water plant is divided into two sections, the west filter plant consisting of 12 filters constructed in 1913 and 1924, and the east filter plant consisting of 12 filters constructed in 1948 and 1964. Because the filter sizes are different in the
east and west filter plant sections, each section needs to have its own backwash rate controller.

The backwash rate controller for the east filter plant section was replaced in 2016 as part of the Water Treatment Plant Reliability Improvements Project. The contract documents for this project specified the required technical controls and operation of the valve but allowed several different manufacturers of the proposed valve, including DeZurik. The project contractor proposed using the DeZurik valve and submitted shop drawings for approval. Based on the engineer’s approval, the DeZurik rate controller system was installed.

**Summary:**

Staff requests approval for the sole source purchase of the DeZurik filter backwash rate controller system due to it being the same model and manufacturer of the system installed for the east filter plant backwash system. This will allow for the interchangeability of parts. It will also allow the west filter plant backwash rate controller will be operated and programmed the same way as the east filter plant backwash rate controller. LAI Ltd is the only representative of DeZurik products for this area.

**Attachment:**

LAI, Ltd. Sole Authorized Representative Letter
May 7, 2019

Subject: Sole source DeZURIK, Inc., APCO, Inc., and Hilton brand representation

To: Mr. Kevin Zoeli
Evanston Utilities Department
555 Lincoln Street
Evanston, IL 60201

This letter is to certify that LAI, LTD. is the sole authorized Municipal Water & Wastewater Representative for all DeZURIK, Inc. products in the following territory.


Indiana Counties of: LaPorte, Lake and Porter.

The contact information is:

LAI, Ltd. Inc.
5400 Newport Drive, Suite 10
Rolling Meadows, IL 60008
Phone: 847-392-0990

Sincerely,

Steve Symanietz
Municipal Sales Support Manager
DeZURIK, Inc.
320-259-2355
Steve.symanietz@dezurik.com
Memorandum

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

From: David Stoneback, Public Works Agency Director
   Lara Biggs, Bureau Chief – Capital Planning / City Engineer
   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 December 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><strong>Total</strong></td>
<td></td>
<td><strong>$207,598</strong></td>
<td><strong>$177,598</strong></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. In 2017, Union Metal ceased production. Although the City had been a customer of Union Metal for almost 80 years, City staff was unable to get any information from Union Metal about the proprietary mold(s) used in the manufacture of Evanston Tallmadge streetlights.

While the aesthetic of the existing Tallmadge street light is integral to the character of Evanston’s neighborhoods, the street light itself has some design flaws unrelated to its appearance. The Tallmadge streetlight is assembled out of multiple pieces. This results in water infiltrating into the pole, which increases corrosion and reduces the useful life of the pole. The bulk of the pole is fabricated out of cast iron and steel, which are materials that can be durable under some situations, but are readily susceptible to corrosion under the right mix of variables. Also, the existing poles were cast with a 3-bolt pattern in the base where the pole attaches to the foundation. Evanston is migrating to a 4-bolt pattern, which is an industry-standard; therefore the existing mold would need to be modified. Under the Master Plan, it was determined that a pole cast as a single piece, utilizing stronger, more corrosion-resistant materials such as ductile-iron and/or aluminum and able to fit either a 3-bolt or 4-bolt pattern were desirable. The mold for this production does not currently exist, and a new mold needs to be cast.

In addition, changes to the luminaire fixture are needed. The luminaire itself was originally incandescent, but was upgraded to High Intensity Discharge (HID) in the early 2000’s to be more energy-efficient. Over time, both incandescent and HID fixtures are being phased out and becoming harder to purchase. The luminaire is also designed to distribution light sideways and upwards, which has negative impacts for birds and other species in Evanston community. As a result of the Street Light Master Plan, it was decided that a new luminaire should be developed that cast light downwards to be dark-sky friendly. The new luminaire should also utilize and LED bulb (3000K in color temperature or less) in order to be more energy-efficient.

Because of the proposed design changes, the City needs a vendor to develop a new mold and fixture that meets both the iconic design elements of the existing Tallmadge street light, while making the needed improvements necessary to reduce maintenance costs, improve climate resiliency and environmental sustainability, and extend the useful life of the poles.

Meanwhile, Union Metal has reincorporated as a new company, Union Metal Industries Corporation (UMIC). Staff recently reached out to UMIC to determine the status of the existing Tallmadge street light mold and if it was available for purchase. UMIC clearly stated that mold was their property and that it was not for sale. At the time of the discussion, they had not yet located the mold and so they were not able to report what its existing condition is. They were also not sure when it was made, but they estimated
that it was likely around 1995. Given that this is (1) not the original mold and is in an unknown condition, and (2) it is utilized to manufacture a pole that does not meet the new developed standards, staff is recommending to not continue working with UMIC to obtain the existing Tallmadge pole mold.

In April 2019, the City issued a Request for Proposal (RFP 19-16) for street light manufacturers to cast the new Tallmadge pole mold. 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 RFP stipulated a single piece pole with price and life cycle estimates for the following materials: cast iron, ductile iron, aluminum, steel, and fiberglass. 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 (necessary to participate in the ComEd rebate program where applicable)
- 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:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Everlights, Inc.</td>
<td>1900 Greenwood Street, Unit 8, Evanston, IL</td>
</tr>
<tr>
<td>Midco Electric Supply, Inc.</td>
<td>7237 W. 90th Place, Bridgeview, IL</td>
</tr>
<tr>
<td>Spring City Electrical</td>
<td>One South Main Street, Spring City, PA</td>
</tr>
<tr>
<td>Manufacturing Co.</td>
<td></td>
</tr>
</tbody>
</table>

In order to determine the proposal that is the best value for the City, a lengthy review process is followed. Various staff members from the Public Works Agency and Purchasing Division, review, evaluate and score the proposals based on set criteria that are similar in every City RFP. The scoring criteria used for this is as follows:
• **Experience and Qualifications** – Has the proposer successfully completed this or similar work before? Are the people on the project team experienced in this type of work? Are previous clients generally satisfied with the work done by this firm?

• **Completeness of Proposal** – Did the firm submit all of the information and forms required as part of the RFP? Does the product or service being proposed by the firm generally meet the requirements of the RFP? Is the RFP organized in a way that the information is easy to find and understand? In the case of this particular proposal, the evaluation consisted of review of the overall proposal; discussion and explanation regarding products and services related to the scope of services items; inclusion of product specification details, diagrams, and warranties; and completeness of required submittals.

• **Price to Cast the Mold and Supply the Materials** – Is the price competitive compared to the City’s expectation/budget and compared to the other respondents?

• **Willingness to Execute a Standard City Agreement** – Is the proposer willing to utilize the City’s contract without making changes to the terms?

• **M/W/EBE Participation** – Has the proposer included information that shows compliance with the City’s M/W/EBE program?

Each reviewer on the selection committee individually scores the proposals submitted. The scores are averaged to determine the final scoring. Interviews are conducted with one or more of the firms if the selection committee determines that more information is needed from a particular firm.

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 scoring of the proposals is as follows:
Based on the scoring, an interview was conducted with the top-rated firm, Spring City. Ultimately, 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).

Everlights, an Evanston Business Enterprise, was the second highest scoring proposal. Their proposal did not include as much information on the products being provided. They only proposed to supply aluminum poles and do not have a ductile iron option. Their proposed luminaires do not have DesignLights Consortium certification. Assuming the minimum purchase of 10 poles & fixtures per year, a cost analysis over the entire 10-year period showed Everlights to be substantially more expensive (see attached cost table). Therefore, they were not selected as the best value proposal for the City of Evanston.

Spring City offers 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

<table>
<thead>
<tr>
<th>Firm</th>
<th>Experience &amp; Qualifications (25%)</th>
<th>Completeness of Proposal (25%)</th>
<th>Price to Cast Mold and Supply Materials (40%)</th>
<th>Willingness to Execute Agreement (5%)</th>
<th>M/W/EBE Participation (5%)</th>
<th>Total Score (100%)</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>
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. This contract will expire on December 31, 2029.

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.

Attachments:
Summary of Cost
M/W/EBE Participation Review Memo
<table>
<thead>
<tr>
<th>Firm</th>
<th>Cost to Cast Mold and Supply Sample Pole &amp; Luminaire</th>
<th>Cost of Pole Per Unit</th>
<th>Cost of Luminaire Per Unit</th>
<th>Initial Year Cost to Supply 10 Poles and Luminaires</th>
<th>Per Year Escalation</th>
<th>Ten Year Cost to Supply 100 Poles and Luminaires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring City</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum, Ductile Iron, Cast Iron Poles</td>
<td>$79,000</td>
<td>$3,100</td>
<td>$1,275</td>
<td>$43,750</td>
<td>CPI-U Index = 1.9% (7-year average)</td>
<td>$476,866</td>
</tr>
<tr>
<td>Everlights</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum Pole only</td>
<td>$71,244</td>
<td>$5,400</td>
<td>$1,400</td>
<td>$68,000</td>
<td>None</td>
<td>$680,000</td>
</tr>
<tr>
<td>Midco</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum Pole</td>
<td>$399,960</td>
<td>$2,258</td>
<td></td>
<td>$34,380</td>
<td>None on luminaires 6% on poles</td>
<td>$415,622</td>
</tr>
<tr>
<td>Midco</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cast Iron Pole</td>
<td>$400,529</td>
<td>$2,900</td>
<td>$1,180</td>
<td>$40,800</td>
<td>None</td>
<td>$500,243</td>
</tr>
</tbody>
</table>
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, will supply $98,598 (this does not include the cost to cast mold and supply sample) of light poles and fixtures, and they will receive 10% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial &amp; Utility Supply</td>
<td>Supplier</td>
<td>$9,859.80</td>
<td>10</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>16 W. 2915 Frontage Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burr Ridge, IL 60525</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total M/W/EBE</td>
<td></td>
<td>$9,859.80</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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. Spring City Electrical Manufacturing is supplying the initial mold casting and dyes.

CC: Hitesh Desai, Chief Financial Officer
Memorandum

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

From: David Stoneback, Public Works Agency Director
      Stefanie Levine, Senior Project Manager
      Anil Khatkhate, Project Manager

Subject: HVAC Mechanical Engineering Services at the Police/Fire Headquarters,
         Fire Station #3 and the Levy Senior Center
         (RFP 19-22)

Date: July 8, 2019

Recommended Action:

Staff recommends City Council authorize the City Manager to execute a contract for
Mechanical Engineering Services at the Police/Fire Headquarters, Fire Station #3 and
the Levy Senior Center (RFP 19-22) with Kimley-Horn and Associates, Inc. (1001
Warrenville Road, Suite 350, Lisle, IL 60532), in the amount of $59,560.

Funding Source:

Funding will be provided from the Capital Improvement Program (CIP) 2019 General
Obligation Bonds, which included an FY 2019 budget of $115,000 for all three projects,
all of which is remaining.

A breakdown of funding for this project is as follows:

<table>
<thead>
<tr>
<th>Project</th>
<th>Account</th>
<th>FY 2019 Budget</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Station 3 – HVAC Improvements</td>
<td>415.40.4119.62145 – 619009</td>
<td>$ 75,000</td>
<td>$19,560</td>
</tr>
<tr>
<td>Levy Center – HVAC Improvements</td>
<td>415.40.4119.62145 – 619011</td>
<td>$ 20,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Police Fire HQ – HVAC Improvements</td>
<td>415.40.4119.62145 – 619015</td>
<td>$ 20,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$115,000</td>
<td>$59,560</td>
</tr>
</tbody>
</table>
Livability Benefits:
Built Environment: Enhance public spaces
Climate & Energy: Improve energy efficiency; Reduce greenhouse gas emissions
Education, Arts, & Community: Preserve and reuse historic structures and sites
Health & Safety: Promote healthy, active lifestyles

Background Information:
The City of Evanston has 55 facilities of varied sizes and ages serving various functions. Some of these facilities also serve as heating and cooling centers during extreme weather conditions. Mechanical equipment in each facility requires ongoing maintenance and repair and periodic replacement to ensure system reliability. The three facilities included in this RFP are currently in need of select HVAC replacements due to equipment age and condition.

The Police/Fire Headquarters building was built in 1949. The facility is heated with hot water boilers and cooled with chillers and air handling units with hot and cold coils for air distribution. Air handling unit (AHU) #1 is located in the Police Station’s basement and supplies air to the Police Station’s first floor. This unit was installed prior to 2002 (exact age unknown) and is now scheduled for replacement due to unit inefficiencies and nearly constant repair needs.

Fire Station 3 was constructed in 2003. The facility is heated with hot water boilers and cooled with a condensing unit located in an open enclosure at the rear of the building. The condensing unit is currently scheduled for replacement as a result of a leaking refrigerant coil and the fact that the unit utilizes R-22 refrigerant (an obsolete and greenhouse gas emitting chemical).

The Levy Senior Center was constructed in 2001. The facility is heated with three boilers on the main level distributed by radiators and reheat coils in fan powered boxes throughout the building. Cooling is provided by two roof top units, and distributed by 34 fan powered boxes with cooling coils throughout the facility. Both rooftop units are original to the building and are currently scheduled for planned replacement due to equipment age and wear. The boilers were replaced in 2013.

With digital controls, the HVAC systems have become complex, and to meet energy efficient code it is necessary to bring in engineering professionals. The replacement equipment has to be designed by an engineer to work with the existing systems and comply with all current codes.

Analysis:
On April 11, 2019 the City issued a Request for Proposal (RFP) for consultant services to prepare engineering solutions for the above items. On May 14, 2019 proposals were received from the following nine consulting engineering firms:
<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
<th>Submitted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCJM Engineers, Ltd.</td>
<td>303 E. Wacker Drive, Ste. 303</td>
<td>$50,800</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60601</td>
<td></td>
</tr>
<tr>
<td>Clark Dietz, Inc.</td>
<td>118 S. Clinton Street, Suite 700</td>
<td>$65,877</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60661</td>
<td></td>
</tr>
<tr>
<td>Grumman/Butkus Associates</td>
<td>820 Davis Street, Suite 300</td>
<td>$84,070</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201</td>
<td></td>
</tr>
<tr>
<td>Dynaceyct Engineering, Ltd.</td>
<td>2250 East Devon Ave., Ste. 218</td>
<td>$48,000</td>
</tr>
<tr>
<td></td>
<td>Des Plaines, IL 60018</td>
<td></td>
</tr>
<tr>
<td>Delta Engineering Group</td>
<td>111 Jackson Boulevard, Suite 910</td>
<td>$78,976</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60604</td>
<td></td>
</tr>
<tr>
<td>IBC Engineering Services, Inc.</td>
<td>N8 W22195 Johnson Drive, Suite 180</td>
<td>$70,630</td>
</tr>
<tr>
<td></td>
<td>Waukesha, WI 53186</td>
<td></td>
</tr>
<tr>
<td>Kimley-Horn and Associates, Inc.</td>
<td>1001 Warrenville Road, Suite 350</td>
<td>$59,560</td>
</tr>
<tr>
<td></td>
<td>Lisle, IL 60532</td>
<td></td>
</tr>
<tr>
<td>RTM Engineering Consultants, LLC</td>
<td>650 E. Algonquin Road, Suite 250</td>
<td>$37,600</td>
</tr>
<tr>
<td></td>
<td>Schaumburg, IL 60173</td>
<td></td>
</tr>
<tr>
<td>WMA Consulting Engineers, Ltd.</td>
<td>815 S. Wabash Ave.</td>
<td>$45,500</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60605</td>
<td></td>
</tr>
</tbody>
</table>

Proposals were reviewed by the following staff:
- Mark Wegener, Facilities Management HVAC Technician – Administrative Services
- Linda Thomas, Purchasing Specialist – City Manager’s Office/Finance
- Lukasz Tatara, Facilities Management Supervisor – Administrative Services
- Shane Cary, Project Manager – Public Works Agency
- Anil Khatkhate, Project Manager – Public Works Agency

Following the initial scoring, the selection committee interviewed the three highest ranked firms, CCJM, Grumman/Butkus Associates, and Kimley-Horn and Associates, Inc., to confirm their understanding of the project and evaluate their overall expertise. Below is a chart indicating the revised scoring following the interviews.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Firm Qualifications and Experience</th>
<th>Project Approach</th>
<th>Cost of Services</th>
<th>Interview</th>
<th>Organization and Completeness of Proposal</th>
<th>Willingness to Execute City Contract</th>
<th>M/W/EBE Participation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Points</td>
<td>30</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>110</td>
</tr>
<tr>
<td>Kimley-Horn and Associates, Inc.</td>
<td>27</td>
<td>27</td>
<td>6</td>
<td>10</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>99</td>
</tr>
<tr>
<td>CCJM Engineers, Ltd.</td>
<td>27</td>
<td>26</td>
<td>8</td>
<td>7</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>97</td>
</tr>
<tr>
<td>Grumman/Butkus Associates</td>
<td>24</td>
<td>25</td>
<td>2</td>
<td>5</td>
<td>8</td>
<td>10</td>
<td>10</td>
<td>84</td>
</tr>
</tbody>
</table>
Kimley-Horn and Associates, Inc. demonstrated a good understanding of the project issues and the potential solutions, and their team demonstrated the best experience completing similar types of projects. Staff checked their references and found them to be good. Therefore, staff recommends award to Kimley-Horn and Associates, Inc. in the amount of $59,560.

A review of the project for compliance with the City’s M/W/EBE program goals is attached.

Legislative History:
None

Attachments:
M/W/EBE Compliance memo
To: David Stoneback, Public Works Agency Director  
  Stefanie Levine, Senior Project Manager  
  Anil Khatkhate, Project Manager

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

Subject: HVAC Mechanical Engineering Services-Police/Fire Headquarters, Fire Station #3 and the Levy Center, RFP 19-22

Date: July 1, 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 Mechanical Engineering Services-Police/Fire Headquarters, Fire Station #3 and the Levy Center, RFP 19-22, Kimley-Horn and Associates, Inc. total base bid is $59,560 and they will receive 32% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
</tr>
</thead>
</table>
| Delta Engineering Group, Inc.  
  111 West Jackson Blvd, Ste. 910  
  Chicago, IL 60604 | Engineering Services | $19,345 | 32% | X |   |   |

CC: Hitesh Desai, Chief Financial Officer
Memorandum

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

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

Subject: Engineering Design Services for Emergency Generators at the Police/Fire
         Headquarters and Fire Stations #1 and #2
         (RFP No. 19-30)

Date: July 8, 2019

Recommended Action:
Staff recommends City Council authorize the City Manager to execute a contract for
Engineering Design Services for Emergency Generators at the Police/Fire
Headquarters and Fire Stations #1 and #2 (RFP 19-30) with CCJM Engineers, Ltd. (303
East Wacker Drive, Suite 303, Chicago, IL 60601), in the amount of $34,100.

Funding Source:
Funding will be provided from the Capital Improvement Program (CIP) 2019 General
Obligation Bonds, which has an FY 2019 budget for this project in the amount of
$210,000, all of which is remaining. A breakdown of funding for this project is as follows:

<table>
<thead>
<tr>
<th>Project</th>
<th>Account</th>
<th>FY 2019 Budget</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Fire HQ – Emergency Generator</td>
<td>415.40.4119.62145 - 619014</td>
<td>$160,000</td>
<td>$13,050</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Station 1 – Emergency Generator</td>
<td>415.40.4119.62145 – 619025</td>
<td>Not Budgeted</td>
<td>$ 8,000</td>
</tr>
<tr>
<td>Repairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Station 2 – Emergency Generator</td>
<td>415.40.4119.62145 - 619008</td>
<td>$ 50,000</td>
<td>$13,050</td>
</tr>
<tr>
<td>Rehabilitation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$210,000</td>
<td>$34,100</td>
</tr>
</tbody>
</table>
Livability Benefits:
Built Environment: Enhance public spaces
Climate & Energy: Improve energy efficiency; Reduce greenhouse gas emissions
Education, Arts, & Community: Preserve and reuse historic structures and sites
Health & Safety: Promote healthy, active lifestyles

Background Information:
The City of Evanston has 12 facilities equipped with emergency generators serving either the full or partial building electrical load. Some of these facilities also serve as heating and cooling centers during extreme weather conditions. The generator in each facility requires ongoing maintenance, a weekly test run and periodic replacement to ensure their reliability. On June 12, 2017, the City Council awarded the Citywide Generator Evaluation to CCJM Engineers, who provided load testing and evaluation for generators located at City facilities. In addition to providing the generator evaluation, CCJM also recommended additional routine maintenance activities that could be implemented. The three generators included in this RFP are currently in need of replacements or repairs due to age and condition, or they have had additional issues identified since the generator study was completed.

The Police/Fire Headquarters building was built in 1949. The existing generator was installed in 1993. The generator is housed in a weatherproof enclosure on the northwest side of the building in the parking area for patrol vehicles. The generator provides emergency power to the 911 Center, 311 Center, and building data center via subpanels located throughout the facility. The generator requires constant repairs, and the enclosure is rusted. As this generator is beyond its useful life, it is necessary to replace it in its entirety.

Fire Station No. 1 was constructed in 1998. The generator is located in the building's basement and was installed in 2001. The generator provides power to emergency lights and exit signs and other non-critical loads. The generator sustained a 4-hour progressive load bank test with some signs of minor oil leaks. The concern with this generator is that the remote radiator is in a location that is hard to access for service. At this site, a relocation of remote radiator to an accessible space is desired. This project has not been budgeted, because it is not yet determined what the best solution is. Therefore, the design of the necessary changes for this generator is being included in this contract so that the construction cost can be estimated and budgeted for FY 2020.

Fire Station No. 2 was constructed in 1954 and renovated in 1994. The existing generator is located in an electrical room adjacent to the apparatus bays and was installed in 2001. The generator sustained a 4-hour progressive load bank test, however, the existing generator is undersized and cannot support the building’s critical load, non-critical load and the load of the overhead door operation. As a result of this deficiency, it is necessary to replace this generator with a unit suitably sized to handle the needed building load.

A calculation of critical and non-critical electrical load is required to select the size of generator which requires professional engineering services. The replacement generator has to be designed by a licensed engineer to meet electrical loads and all current building codes.
Analysis:
On April 25, 2019 the City issued a Request for Proposal for consultant services to prepare engineering solutions for the above items. On June 4, 2019, proposals were received from the following six consulting engineering firms:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Address</th>
<th>Submitted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCJM Engineers, Ltd.</td>
<td>303 E. Wacker Drive, Ste. 303 Chicago, IL 60601</td>
<td>$34,100</td>
</tr>
<tr>
<td>Clark Dietz, Inc.</td>
<td>118 S. Clinton Street, Suite 700 Chicago, IL 60661</td>
<td>$39,883</td>
</tr>
<tr>
<td>Grumman/Butkus Associates</td>
<td>820 Davis Street, Suite 300 Evanston, IL 60201</td>
<td>$49,852</td>
</tr>
<tr>
<td>Engineering Studio</td>
<td>701 Lee Street, Suite 510 Des Plaines, IL 60016</td>
<td>$34,220</td>
</tr>
<tr>
<td>Baxter &amp; Woodman</td>
<td>8430 W. Bryn Mawr Avenue, Suite 400 Chicago, IL 60631</td>
<td>$110,746</td>
</tr>
<tr>
<td>WMA Consulting Engineers, Ltd.</td>
<td>815 S. Wabash Ave. Chicago, IL 60605</td>
<td>$87,500</td>
</tr>
</tbody>
</table>

Proposals were reviewed by the following staff:
- Lara Biggs, Bureau Chief – Capital Planning / City Engineer
- Lukasz Tatara, Facilities Management Supervisor – Administrative Services
- Christopher Woppel, Facilities Management Electrician – Administrative Services
- Linda Thomas, Purchasing Specialist – City Manager’s Office/Finance
- Shane Cary, Project Manager – Public Works Agency
- Anil Khatkhate, Project Manager – Public Works Agency

The scoring of the submitted proposals is as follows:
<table>
<thead>
<tr>
<th>Consultant</th>
<th>Firm Qualifications and Experience</th>
<th>Project Approach</th>
<th>Cost of Services</th>
<th>Organization and Completeness of Proposal</th>
<th>Willingness to Execute City Contract</th>
<th>MW/EBE Participation</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Points</td>
<td>30</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>100</td>
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<tr>
<td>CCJM Engineers, Ltd.</td>
<td>28</td>
<td>26</td>
<td>10</td>
<td>9</td>
<td>10</td>
<td>10</td>
<td>93</td>
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<tr>
<td>Clark Dietz, Inc.</td>
<td>25</td>
<td>25</td>
<td>8</td>
<td>8</td>
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<td>83</td>
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<tr>
<td>Grumman/Butkus Associates</td>
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<td>24</td>
<td>7</td>
<td>6</td>
<td>10</td>
<td>10</td>
<td>83</td>
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<tr>
<td>Engineering Studio</td>
<td>22</td>
<td>20</td>
<td>9</td>
<td>6</td>
<td>10</td>
<td>5</td>
<td>72</td>
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<td>Baxter &amp; Woodman</td>
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<td>2</td>
<td>8</td>
<td>5</td>
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<td>75</td>
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<tr>
<td>WMA Consulting Engineers, Ltd.</td>
<td>22</td>
<td>26</td>
<td>4</td>
<td>6</td>
<td>9</td>
<td>10</td>
<td>77</td>
</tr>
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</table>

Following the initial scoring and discussion about all firms’ qualification and experience, the selection committee reached to decision that CCJM will be most suitable engineering firm for this project.

In 2017, CCJM Engineers completed the evaluation of citywide generators, and so they very familiar with all of the City generators and their needs. They have completed this type of work before, and they were able to clearly communicate their understanding of this specific project. Staff has worked with CCJM before and found the quality of their work to be good. Therefore, staff is recommending award to CCJM Engineers, Ltd. in the amount of $34,100.

A review of the project for compliance with the City’s M/W/EBE program goals is attached.

Attachments:
Memo on M/W/EBE Compliance
To: David Stoneback, Public Works Agency Director  
Stefanie Levine, Senior Project Manager  
Anil Khatkhate, Project Manager  

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

Subject: Engineering Design Services for Emergency Generators at the Police/Fire Headquarters and Fire Stations #1 and 2, RFP 19-30  

Date: July 1, 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 Engineering Design Services for Emergency Generators at the Police/Fire Headquarters and Fire Stations #1 and 2, RFP 19-30, CCJM Engineers, Ltd. total base bid is $34,100 and they will receive 100% credit for compliance towards the M/W/EBE goal.

<table>
<thead>
<tr>
<th>Name of M/W/EBE</th>
<th>Scope of Work</th>
<th>Contract Amount</th>
<th>%</th>
<th>MBE</th>
<th>WBE</th>
<th>EBE</th>
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<tbody>
<tr>
<td>CCJM Engineers</td>
<td>Engineering Services</td>
<td>$34,100</td>
<td>100%</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

CC: Hitesh Desai, Chief Financial Officer
Memorandum

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

From: Brian Scott, Fire Chief

Subject: Purchase of Fire Department Communications Equipment through FEMA AFG

Date: July 8, 2019

Recommended Action:
Staff recommends approval of payment to Motorola Solutions of Chicago, IL for the purchase of upgraded mobile communications equipment and the APX emergency scene accountability system. Total cost for this invoice is $1,550,000.

Funding Source:
Funding will come from Fire Department Account 100.23.2305.62672. This account is funded from three sources:
• $1,440,218 Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA)
• $139,468.63 in 10% match funding from the 16 other participating Fire Agencies
• $18,087.61 in 10% match funding from the City of Evanston

Livability Benefits:
Health and Safety:
• Improve emergency prevention and response
• Enhance resiliency to natural and human hazards

Summary:
The Evanston Fire Department spearheaded a regional effort to secure federal grant funding through the Assistance to Firefighters Grant Program (AFG,) which will provide 16 area fire departments with upgraded radio equipment, ensuring compatibility and facilitating improved interoperability and scene accountability. The Federal Government provides 90% of the award and the recipients match is 10%. In this case, the Federal Government awarded $1,440,218. The recipients match is $144,021. Each of the 16 other Fire Agencies has contributed their required match. Those funds have been deposited with the City of Evanston.

A regional grant application requires the lead agency to coordinate the application as well as the receipt and distribution of the grant funds and equipment.

Attachments
Invoice from Motorola Solutions
MOTOROLA SOLUTIONS
MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661 USA
Visit our website at www.motorolasolutions.com

BILL TO: EVANSTON FIRE DEPT., CITY OF
ACCOUNTS PAYABLE
909 LAKE ST
EVANSTON, IL 60201

00004-00003-00002
Payment Terms: LARGE CONTRACT
Sales Order Number: 0958330080456

For questions concerning this Invoice please contact Motorola at: 1-888-567-7347
Motorola Solutions, Inc. Federal Tax Id: 36-1115800

<table>
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<tr>
<th>Item</th>
<th>Model Number</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1</td>
<td>RADIO AND TELECOMMUNICATIONS &amp; PORTABLE RADIOS &amp; EQUIPMENT **** IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE CONTACT: CHRISTINE SAMAGALSKY PHONE: 847-306-8171 EMAIL: <a href="mailto:CHRISTINE.SAMAGALSKY@MOTOROLASOLUTIONS.COM">CHRISTINE.SAMAGALSKY@MOTOROLASOLUTIONS.COM</a></td>
<td>1,550,000.00</td>
<td>1,550,000.00</td>
</tr>
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</table>

SUBTOTAL

PLEASE PAY THIS AMOUNT (PAYMENT DUE: PER CONTRACT)

$1,550,000.00

INVOICE NUMBER: 41269186
CUSTOMER ACCOUNT NUMBER: 1000195603 0001
PAYMENT DUE: PER CONTRACT

Payment Coupon

<table>
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<tr>
<th>Invoice Total</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,550,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Send Payment To:
MOTOROLA SOLUTIONS
MOTOROLA SOLUTIONS, INC.
13108 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

0401020688010806 1000195603 0001 0000 050519 0155000000 05

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Memorandum

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

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

Subject: 2019-2024 Renewal of Elevator Service Agreement with Thyssen Krupp Elevator Corporation for the Sherman Plaza Parking Garage

Date: June 27, 2019

Recommended Action:
Staff recommends renewal of the sole-source service and maintenance agreement with Thyssen Krupp Elevator Corporation (335 Eisenhower Lane South, Lombard, IL 60148) for the 6 elevators at the Sherman Plaza Parking Garage in the amount of $205,200. The proposed 5-year service agreement is effective from April 1, 2019 to March 31, 2024.

Funding Source:
Funding will be provided from the Elevator Contracts – Sherman Plaza Garage Parking Fund (Account 505.19.7036.62425), with a budget of $43,700. A breakdown of expenses for each year is as follows: $25,650 for nine months of FY 2019, $34,200 for each FY 2020-2023, and $8,550 for three months of FY 2024.

Summary:
Thyssen Krupp has been successfully maintaining and servicing the elevators located at the Sherman Plaza Parking Garage under various length contracts and extensions since 2005. Annual maintenance and service agreements for elevators are standard practice for municipal facilities. The specialized equipment and parts used to repair the elevators is proprietary equipment exclusive to the Thyssen Krupp Elevator Corporation.

Staff is requesting approval for a multi-year service and maintenance agreement retroactive back to April 1, 2019 through March 31, 2024. The cost for this service in the previous 5-year contract (April 1, 2014 to March 31, 2019) was $34,436.16 a year, resulting in a slight decrease of $236.16 decrease per year.

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

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

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

**VENDOR**

(Vendor Name) Thyssen Krupp Elevator Corporation

Signature

Printed Name Scott Jones

Title Elevator Manager Date 01/25/19

Address 355 Eisenhower Lane South

Lombard, IL 60148

Phone 773/458-2227 Fax

E-mail Scott.jones@thyssenkrupp.com

**CITY OF EVANSTON**

Administrative Services Dept, Facilities & Fleet Services Division

Official Signature

Printed Name

Title

Date

Designee Signature

Printed Name

Title

Address

---

**CITY USE ONLY**

<table>
<thead>
<tr>
<th>NOT PART OF CONTRACTUAL PROVISIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCC#</td>
</tr>
<tr>
<td>Project Title</td>
</tr>
<tr>
<td>Contract #</td>
</tr>
<tr>
<td>Ref #</td>
</tr>
<tr>
<td>Subcontractor Utilization?</td>
</tr>
<tr>
<td>Funding Source</td>
</tr>
<tr>
<td>Approval</td>
</tr>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Phone</td>
</tr>
</tbody>
</table>

Revision 10/2011

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1. **TERM AND TERMINATION**

1.1 **TERM OF THIS AGREEMENT:** This Agreement has an initial term of five years. If a start date is not identified, the term shall commence on April 1, 2019 and expire on March 31, 2024.

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

1.2 **RENEWAL:** Subject to the maximum total term as identified above, the City has the option to renew for the following term(s): **N/A**

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

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

If Vendor fails to perform to the City’s satisfaction any material requirement of this Agreement, is in violation of a material provision of this Agreement, or the City determines that Vendor lacks the financial resources to perform the Agreement, the City shall provide written notice to Vendor to cure the problem identified within the period of time specified in the City’s written notice (30 days). If not cured by that date, the City may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement.

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

2.1 SERVICES SUMMARY: To utilize the knowledge and expertise of Vendor to maintain all elevators at the Sherman Plaza Garage facility at 821 Davis Street, Evanston, Illinois 60201. The elevator must be kept in good working condition and according the maintenance program outlined the Gold Service Agreement dated 10/29/2014, attached as Exhibit A, the terms are incorporated herein by reference. Any conflicts in terms between this Agreement and the Gold Service Agreement, this Agreement terms shall prevail. The Parties seek to enter into a new agreement for an additional five year term.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

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

Do Not exceed $2,850 per month, excluding taxes, payable quarterly in advance, and an annual escalation capped at 3.0%.

2.4 VENDOR / STAFF SPECIFICATIONS:

2.5 ASSIGNMENT AND SUBCONTRACTING:

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

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

Will subcontractors be utilized? ☐ Yes ☐ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement. Vendor shall provide a copy of any subcontracts within 30 days of execution of this Agreement for approval by the City. Vendor shall be responsible for the accuracy and quality of any subcontractor's performance.

Subcontractor Name ___________________________ Amount to be paid ___________________________
Address ____________________________________ Description of work ___________________________

Subcontractor Name ___________________________ Amount to be paid ___________________________
Address ____________________________________ Description of work ___________________________

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

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

2.6 TRANSPORTATION AND DELIVERY:

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

Location where services will be performed N/A
Value of services performed at this location

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

2.8 SCHEDULE OF WORK: Any work performed on City premises shall be done during the hours designated by the City and performed in a manner that does not interfere with the City and its personnel.
2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

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

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

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

☐ Hourly _______________________________
☒ Monthly $2,850.00 per month, excluding taxes, payable quarterly in advance. Annual escalation to be capped at 3%.
☐ Annually ______________________________
☐ Project ______________________________
☐ Item (show unit of measure and rate) ______________________________

3.2 TYPE OF PRICING: Pricing under this Agreement is

☒ Firm ______________________________
☐ Estimated ______________________________

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

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

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

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

Send invoices to City of Evanston, Attn: Sean Ciolek, 2100 Ridge Avenue, Evanston, IL 60201

3.7 PAYMENT TERMS AND CONDITIONS:

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

3.7.2 Payments, including late payment charges, will be paid net 30 days and in accordance with all applicable laws and rules of the City of Evanston and the State of Illinois. Remedies provided for therein shall be Vendor's sole remedy for late payments by the City. Payment terms contained on Vendor's invoices shall have no force and effect.

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

3.7.4 As a condition of receiving payment Vendor must (i) be in compliance with the Agreement, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/Department/idol/index.htm to ensure compliance with prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the City upon request.
4. **STANDARD BUSINESS TERMS AND CONDITIONS**

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

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

4.3 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Agreement. All schedules shall be agreed to by both parties before becoming effective. Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

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

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

4.6 **CONFIDENTIAL INFORMATION/FOIA:** Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Vendor shall presume all information received from the City or to which it gains access pursuant to this Agreement is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/7 et. seq., shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. Upon notification by the City that it has received a Freedom of Information Act request that calls for records within the Vendor's control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the limited statutory timeframes required by FOIA. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

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

4.8 **INDEMNIFICATION AND LIABILITY:** Vendor shall defend, indemnify and hold harmless the City and its officers, agents and employees, from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Vendor or Vendor's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Nothing contained herein shall oblige Vendor to indemnify the City from its own acts, actions or neglects. Vendor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental
Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

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

To the extent permissible by law, Vendor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Vendor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq, or any other related law or judicial decision, including but not limited to, Kotecki v. Cyclops Welding Corporation, 148 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Vendor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by the City will not relieve Vendor of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section 4.8 shall survive completion, expiration, or termination of this Agreement.

4.9 INSURANCE: Vendor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor acknowledges and agrees that if it fails to comply with all requirements of this Section 4.9, the City may void this Agreement. Vendor must give to the City Certificates of Insurance identifying the City to be an additional insured for the services required pursuant to the Agreement before City staff recommends award of the contract to City Council. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Vendor's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for bare allegations. Any limitations or modifications on the Certificate of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 4.9 shall have no force and effect.

All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Vendor shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Vendor, and insuring Vendor against claims which may arise out of or result from vendor's performance or failure to perform hereunder:

a) Worker's compensation in statutory limits and employer's liability insurance in the amount of at least five hundred thousand dollars ($500,000);

b) Comprehensive general liability coverage which designates the City as an additional insured for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death and property damage, per occurrence;

c) Comprehensive automobile liability insurance covering owned, non-owned, and leased vehicles for not less than one million dollars ($1,000,000) combined single limit for bodily injury, death, or property damage, per occurrence; and

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

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

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

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

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the City during the term of this Agreement to perform any work under this Agreement. Vendor shall give notice immediately to the City if Vendor solicits or intends to solicit City employees to perform any work under this Agreement.

4.12 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.
4.13 BACKGROUND CHECK: Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its expense, criminal and driver history background checks of Vendor’s and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the City, does not pass the background check.

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

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

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

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

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

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

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

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

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

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

4.24 COUNTERPARTS: For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.25 SAVINGS CLAUSE: If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
5. STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1: Conflict of Interest Prohibited

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

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

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

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

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

7.1 City Supplemental Provisions

- [ ] Definitions
- [ ] Required Federal Clauses, Certifications and Assurances
- [ ] ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- [ ] Prevailing Wage (820 ILCS 130/1 et seq.)
- [ ] M/W/EBE Subcontracting Requirements
- [ ] Other (describe)

7.2 Vendor Supplemental Provisions

- [ ]
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: ____________________________________________

Business Name: ______________________________________

Taxpayer Identification Number:
   Social Security Number ________________________________
   or
   Employer Identification Number __________________________

Legal Status (check one):

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

[ ] Governmental
[ ] Nonresident alien
[ ] ECity or trust
[ ] Pharmacy (Non-Corp.)
[ ] Pharmacy/Funeral Home/Cemetery (Corp.)
[ ] Limited Liability Company (select applicable tax classification)
   [ ] D = disregarded entity
   [ ] C = corporation
   [ ] P = partnership

Signature: ____________________________ Date: ________________
EXHIBIT A

Thyssen Krupp Elevator Gold Service Agreement
Gold Service Agreement

Purchaser: CITY OF EVANSTON
2100 RIDGE AVE.
EVANSTON, IL 60201-2716

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
355 Eisenhower Lane South
Lombard, IL 60148
Phone: 630-652-4000
Fax: 866-228-6054
www.thyssenkruppelelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our"

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

<table>
<thead>
<tr>
<th>Building Name</th>
<th>Building Location</th>
<th>Manufacturer</th>
<th>Type Of Unit</th>
<th>Unit ID</th>
<th># Of Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>821 DAVIS ST</td>
<td>821 DAVIS ST</td>
<td>TKE</td>
<td>Geared</td>
<td>US115941</td>
<td>13</td>
</tr>
<tr>
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<td>Geared</td>
<td>US40524</td>
<td>13</td>
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<tr>
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<td>821 DAVIS ST</td>
<td>TKE</td>
<td>Geared</td>
<td>US10525</td>
<td>13</td>
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<tr>
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<td>821 DAVIS ST</td>
<td>TKE</td>
<td>Geared</td>
<td>US40526</td>
<td>13</td>
</tr>
<tr>
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<td>821 DAVIS ST</td>
<td>TKE</td>
<td>Geared</td>
<td>US40527</td>
<td>13</td>
</tr>
<tr>
<td>821 DAVIS ST</td>
<td>821 DAVIS ST</td>
<td>TKE</td>
<td>Geared</td>
<td>US40528</td>
<td>13</td>
</tr>
</tbody>
</table>
Gold Service Agreement

Preventative Maintenance Program
We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement
ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program
ThyssenKrupp Elevator performs service in accordance with A17.1 - 2010 / CSA B44.10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP). ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance
To help improve elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your
Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of your equipment over time.

Service Requests During Normal Working Days and Hours
Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building’s representative, emergency personnel, and/or passengers through the elevator’s communication device and/or from Vista Remote Monitoring through the elevator’s communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests
On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working hours and days.

X VIEW®
VIEW is ThyssenKrupp Elevator’s customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

VISTA® (Check box if included)
VISTA Remote Monitoring is ThyssenKrupp Elevator’s exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitor performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

X ThyssenKrupp Communications® (Check box if included)
ThyssenKrupp Communications is ThyssenKrupp Elevator’s 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's
Gold Service Agreement

Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator’s placement of calls to Purchaser’s Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser’s sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser’s authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser’s Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser’s expense in accordance with ThyssenKrupp Elevator’s applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator’s sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser’s telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication’s call center.
Gold Service Agreement

ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

Section 1, Elevator Detail:
Total number of elevators in Building: ________

<table>
<thead>
<tr>
<th>Elevator #</th>
<th>Elevator Telephone Number including Area Code</th>
<th>Elevator #</th>
<th>Elevator Telephone Number including Area Code</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Section 2, Purchaser Designated Contacts:
In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Title</th>
<th>Primary Telephone #</th>
<th>Secondary Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 3, Local Emergency Services Contact Information:
Phone # for Local Police Department: ( )
Phone # for Local Fire Department:

Section 4, Purchaser's Special Instructions:
The following are special instructions provided by Purchasers with respect to the information supplied above:

__________________________________________________________________________________________________________________________________________

X Periodic Safety Testing (Check box if included)
ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information

Elevator Maintenance Agreement
TK 11/11
2014-134493 - AC1A-0931UJO
Gold Service Agreement

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety
You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other
You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement unless ThyssenKrupp Elevator cannot supply the service within the terms of the agreement with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

Items Not Covered
We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breakers, feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions
Gold Service Agreement

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**Price**
The price for the services as stated in this agreement shall be Two Thousand Eight Hundred Sixty Nine Dollars and Sixty Eight Cents ($2,869.68) per month, excluding taxes, payable Quarterly in advance.

**Term**
This agreement is effective for Sixty (60) month(s) starting 04/01/2014 and is non-cancellable.

**Annual Price Adjustments**
Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price...
Gold Service Agreement

Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount
You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices
A service charge of 1 1/2% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to the following: Suspend all service until all amounts due have been paid in full.

Pledge of Customer Satisfaction
ThyssenKrupp Elevator's top priority is the satisfaction of our customers. If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of thirty (30) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator. Written notices shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Change of Ownership or Management of Premises
If during the initial term of this agreement, ownership or management of the premises where the equipment is located is transferred to a party other than Purchaser, Purchaser agrees to see that such transfer is made aware of this agreement. Purchaser shall also advise ThyssenKrupp Elevator in writing of said transfer and thereafter have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator. The parties, however, acknowledge that because ThyssenKrupp Elevator has amortized the cost of certain repairs over the full initial term of this agreement, any premature termination by Purchaser shall result in damages to ThyssenKrupp Elevator. In the event of such termination, ThyssenKrupp Elevator will provide the Purchaser with a detailed description of the those repairs, including the total time spent by ThyssenKrupp Elevator personnel to complete them and ThyssenKrupp Elevator's cost for any parts associated therewith, and the amount amortized and paid through the date of termination and Purchaser shall pay ThyssenKrupp Elevator the remaining unpaid balance on those repairs at ThyssenKrupp Elevator's current billing rates. Written notice of termination shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement.

Special Considerations
Annual price increases capped at 5% annually to include all costs detailed on page 6 under the Annual Price Adjustments.
Gold Service Agreement

Acceptance
Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:

By: [Signature of ThyssenKrupp Elevator Representative]

James Vinci
Sales Representative
James.Vinci@thyssenkrupp.com

10/29/2014
(Date Submitted)

CITY OF EVANSTON

By: Wally Borkewicz
(Signature of Authorized Individual)

WALLY BOKLEWICZ
(Print or Type Name)

11-5-14
(Date of Approval)

CITY MANAGER

Jason Vallee
Branch Manager

10/29/2014
(Date of Approval)
Memorandum

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

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

Subject: Fuel Purchases for July 6, 2019 through July 5, 2020

Date: June 26, 2019

Recommended Action:
Staff recommends City Council approval of fuel purchases from July 6, 2019 through July 5, 2020 in the amount of $750,000 from Gas Depot Oil Company (8930 N. Waukegan Road, Suite 230, Morton Grove, IL 60053). The Gas Depot Oil Company is the current Northwest Municipal Conference Bid winner for all grades and types of fuels that are utilized by city vehicles for this time period.

Funding Source:
Funding for this purchase will be as follows: $750,000 from the Petroleum Products Business Unit in the Fleet Fund (Account 600.19.7710.65035) with a FY19 budget of $750,000.

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

Summary:
The Facilities and Fleet Management Division of the Administrative Services Department has purchased fuel through the Northwest Municipal Conference Bid System for many years and has found the pricing structure to be very advantageous and in the best interest of the City of Evanston. There are no Evanston-based businesses that can provide these types of bulk deliveries of various types of fuel. Therefore, staff recommends and requests City Council approval for Fleet Services to continue to purchase bulk fuel deliveries through this conference bid award for the next twelve (12) months.

The Petroleum Products expenses for 2017 were $493,375.26 and in 2018 were $703,416.04. Present fuel prices are $1.92/gallon for regular unleaded gasoline, $1.70/gallon for diesel and $1.70/gallon for bio-diesel.

Attachment:
May 15, 2019 Joint Purchases Award Letter
May 15, 2019

Mr. Arnie Berg
Gas Depot Oil Company
8930 N. Waukegan Road, Suite 230
Morton Grove, IL 60053

Dear Mr. Berg,

This letter is to inform you that the Suburban Purchasing Cooperative’s Governing Board has approved the final contract extension on SPC Contract #159 for Gasoline (87, 89, & 92 Octane), Diesel Fuel, Ethanol 75 & 85 and B20 Bio Diesel Fuel to Gas Depot Oil Company, Morton Grove, IL from July 6, 2019 through July 5, 2020.

With acceptance of this contract, Gas Depot Oil Company, Morton Grove, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Gas Depot Oil Company, Morton Grove, IL will handle all billing. Gas Depot shall remit to the NWMC Purchasing Manager on a quarterly basis, an amount equal to .5% of the total dollar volume for the quarter. Contractor must furnish a report of purchases made from the contract by the 15th of the month following the end of each fiscal quarter:

Quarter 1 – May, June, July
Quarter 2 – August, September, October
Quarter 3 – November, December, January
Quarter 4 – February, March, April

This report is to be submitted to the NWMC Purchasing Manager via email to edavan@nwmc-eog.org and shall include the following information: ordering municipality, date of order, date of delivery, item descriptions, total quantity delivered, item price (including mark-up and applicable taxes), total order extended price, and total volume for the quarter.
The SPC looks forward to another productive year working with Gas Depot, Morton Grove, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

05.15.19
Name: Ellen Dayan
Northwest Municipal Conference

6/4/19
Name: Arnie Berg
Gas Depot Oil Company
Memorandum

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

From: Erika Storlie, Director of Administrative Services/Assistant City Manager
   Dave Stoneback, Director of Public Works Agency
   Sean Ciolek, Division Manager of Facilities and Fleet
   Edgar Cano, Bureau Chief of Public Services

Subject: Replacement of One Public Works Agency Street Sweeper Vehicle

Date: June 27, 2019

Recommended Action:
Staff recommends City Council approval for the purchase of one (1) replacement street-sweeper vehicle for operations and allocated to the Public Works Agency (Public Services Bureau). The replacement vehicle will be purchased from Standard Equipment Company, 2033 West Walnut Street, Chicago, IL 60612 in the amount of $226,175.55 through the Sourcewell contract.

Funding Source:
Funding for the vehicles will be from the Sewer Fund (Account 515.40.4530.65550) in the amount of $226,175.55, which has a budgeted amount of $420,075. This expenditure represents 53.8% of this budgeted amount.

Livability Benefit:
Built Environment: Enhance public spaces
Climate & Energy: Reduce greenhouse gas emissions

Summary:
The recommended vehicle purchase will support daily operations of the Public Works Agency. Vehicle #743 (formerly #668) is a replacement vehicle and accommodates the large demand of street cleaning provided by staff.

Vehicle #743 will be an Elgin Pelican Street Sweeper used by the Streets Division of the Public Works Agency. It will replace existing Vehicle #743 (a 2010 Elgin Pelican which has had 274 service visits and $439,578.75 worth of in-house and vendor repairs over the life of the vehicle which was purchased for $170,116.00 in 2010). The existing
vehicle will be placed in reserve for when other street sweepers are out of service and eventually auctioned.

The recommended replacement unit purchase is as follows:

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

The replacement of this vehicle is crucial for safe, reliable, environmentally friendly, and cost effective operations. This truck is an EPA emission compliant diesel unit. This vehicle will provide increased miles per gallon driven and reduced emissions as a result of the latest vehicle emission technology available in the marketplace at this point in time.

Standard Equipment Company is the Sourcewell (NJPA) winner for this type of vehicle and will be utilized for the purchase of this unit. They have been a responsive and responsible bid winner of the contract in the past and as such, have provided efficient turn-around to our ordering and timely delivery needs.

There are no Evanston-based businesses that can provide this type of vehicle.

Attachments
Quote and specification for one (1) replacement vehicle purchase
Bill To: 
City of Evanston  
Department of Public Works  
2020 Asbury Ave  
Evanston, IL 60201

Ship To: 
City of Evanston  
Department of Public Works  
2020 Asbury Ave  
Evanston, IL 60201

FOB: Evanston, IL  
Terms: Due Upon Delivery  
Delivery: Approx 5-6 Months After Receipt of Order

Notes: Pricing Per Sourcewell (Formerly NJPA) Contract # 122017-FSC  
Onsite Training Included

<table>
<thead>
<tr>
<th>Item / Description</th>
<th>Qty</th>
<th>Price Each</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>New 2019 Elgin Pelican Street Sweeper Per Attached Specifications</td>
<td>1</td>
<td>$226,175.55</td>
<td>$226,175.55</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT $226,175.55

Sales Representative:  
Richard Bakken  
rbakken@standardequipment.com  
(312) 282-1334

All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the invoice or document expressly evidencing intent to be bound. Comparable components may substituted for those listed on any quote. Estimated weights and dimensions are provided for informational purposes only and are not guaranteed. Modifications may void the warranty in whole or in part.
SPECIFICATIONS

PRODUCT DESCRIPTION

Elgin Pelican 3 Wheel Street Sweeper, High Front Dump 3.5 Yd Hopper, Dual Steering, Dual Gutter Brooms, Tier 4F JD 4045TF Low Emission Diesel Engine, Hydrostatic Drive and Steering

STANDARD FEATURES

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti-Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights: engine oil temperature, engine oil pressure, fuel level, speedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Mirror, inside rear view
- Mirrors, outside, front mounted 6 inch fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Signals, self-canceling directional w/ hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
· Tires, tubeless radials
· Tow loops, four
· Water tank, fill gauge
· Water tank, molded polyethylene: 220 gallon total nominal capacity
· Wheels, dual guide
· Wheels painted grey
· Window, opening front opera
· Windshield washer
· Windshield wipers with intermittent setting
· Windshield, tinted
· Sweeper Painted Standard White
· Red Logo
· 1 Year Parts and Labor Warranty
· Elgin Sweeper Operator Manual
· Elgin Sweeper Parts Manual
· John Deere Engine Operator Manual
· John Deere Engine Parts Manual

ADDITIONAL FEATURES INCLUDED

· Sidebroom Tilt Option Right Hand
· Sidebroom Tilt Option Left Hand
· Strip Broom 66” URB
· Greasable Dirt Shoes
· Lower Conveyor Cleanout
· Conveyor Stall Alarm
· Midwest Autolube System
· Premium Radiator/Heater Hoses
· Engine Pre-Cleaner
· Auxiliary Battery Disconnect
· Hydraulic Level Shutdown
· Hydraulic Temperature Shutdown
· LED Stop/Tail/Turn Lights
· Lighting Package 8: Two LED Strobes w/Guard, Four Roof Mounted Sweep Flashers, LED Front ID Lights, Rear LED Arrowstick
· LED Alternating & Flashing Lights on Battery Cover
· LH and RH Cameras in addition to Standard Backup Camera with In-Cab Monitor
· AM/FM/CD With (2) Map Lights
· Dual Heavy Duty Limb Guards
· Bostrom High Back Air Ride Cloth Seats
· 2.5 Lb Fire Extinguisher
Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
      Michael Rivera, Interim Parking Division Manager

Subject: Amended Agreement with Passport Parking, Inc. for Software License and Service Agreement for Mobile Payments for Parking Platform and a Citation Management Platform

Date: July 1, 2019

Recommended Action:
Staff requests City Council authorize the City Manager to execute a three-year amended agreement with Passport Parking, Inc. for software license and services for mobile parking payments and for a citation management platform. The contract term is retroactive to January 1, 2019 and continues through December 31, 2021. Mobile pay transaction fees are reduced from $0.35 cents to $0.22 cents per transaction with a not to exceed amount of $250,000 for 2019, $300,000 for 2020 and $350,000 for 2021. Citation Management services will be $22,200 a month for a total of $266,400 annually, with an additional $1.25 per letter issued after 40 days of non-payment by the citation recipient.

Funding Source
Funding is as follows: Citation Management Fees: General Fund - Administrative Services - Service Agreement & Contracts (Account 100.19.1941.62509). Mobile App Fees: Parking Fund - Passport Mobile Parking (Account 505.19.7015.62519). Funding for mobile fees will be a mix of Parking Funds and convenience fees paid by Park Evanston "pay as you go" users.

Livability Benefit:
Summary:
Currently, when a customer purchases time for a parking space via the ParkEvanston mobile app, they are charged $0.35 cents per transaction unless they purchase the maximum time allowed for that space (2 hours, 4 hours, etc.). If the customer pays for the full maximum time, the fee is waived for the customer, but then paid by the City. All convenience fee payments are received by the City and then remitted to Passport.

Staff has been negotiating with Passport for the past few months to amend the existing agreement for this service to be more customer-friendly and to encourage further use of the ParkEvanston mobile pay parking app. The current $0.35 cents per transaction charge is seen as a hurdle to the widespread adoption of the app. Passport has agreed to reduce the convenience fee to $0.22 per transaction, with a not-to-exceed payment of $250,000 for 2019, $300,000 for 2020 and $350,000 for 2021. With this reduction, the City retains the right to assess the convenience fee in any manner by transaction type or to waive it altogether for users. The two transaction types that exist are “pay-per-use” and “wallet”.

The City allows customers to load money into a digital “wallet” via the app. When users preload a wallet the City saves significantly on credit card merchant processing fees because the fee is only assessed on the initial loading, not on each individual transaction. Wallets can be pre-loaded via the app with a credit/debit card or in person at the Collector’s office with cash.

Staff recommends that we continue to charge customers that make individual payments at the rate of $0.35 per transaction, and waive the fee for all payments made via the wallet. Passport anticipates that with this new model that approximately 65% of app users will switch to the wallet feature in the first year, with the remaining users staying with the “pay as you go” model. In order to pay for the mobile pay per-transaction fees, the City will use the $.35 cents per transaction charged to “pay as you go” users to help offset the cost of waiving the fees for wallet users. Wallet users tend to be Evanston residents whereas pay as you go users tend to be visitors. Setting the model in this manner will help mitigate the costs for Evanstonians.

In addition, Passport has agreed to amend the Citation Management Software service charge to a flat fee of $22,200 per month. Currently, Passport has a complicated equation with which they calculate the monthly charge to the City for this service. The City will still be charged $1.25 per letter sent but no additional charges will be applied other than the monthly charge. This will allow for the City to better anticipate and budget for this service. Previously, Passport would collect $1.25 for each citation paid, and if the citation was paid after 30 days Passport would collect 20.5% of the total amount of the citation paid. Staff anticipates a reduction of approximately $75,000 annually due to the renegotiation of the citation management contract.

As part of this new contract, staff has successfully negotiated the removal of the convenience charge that applies to online payments. Currently, a “credit card processing fee” of $1 is assessed for each citation paid online, payable to Passport. On July 15, 2019, this charge will be removed and no convenience fee will be assessed for online payments. This will remove another fee that creates a barrier to online payments.
Background:
In August of 2017, the City approved a sole source agreement with Passport Parking, Inc. to provide a unified citation management, digital permit and mobile payment platform for parking in Evanston. The agreement was for 2 years with 2 additional (1) year optional renewal periods. The attached amended agreement supersedes all previous agreements. There are no changes to the agreement for permitting, only for citation management and mobile pay.

Attachments:
Amended Contract with Passport
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for Software License and Service Agreement for Mobile Payments for Parking Platform and a Citation Management Platform ("the Agreement").

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of ________________, 20___, 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 PassportParking Inc., with offices located at 1300 S. Mint St., Charlotte NC 28203 ("Passport"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement as specified in Exhibit A.

I. COMMENCEMENT DATE

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

II. TERM OF SERVICES

This Agreement will be for a 2 3 year term starting January 1, 2019 and concluding on December 31, 2021, with the option to renew 2 times in writing thirty (30) days prior to the date of expiration. 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 will pay Passport those fees as provided in Exhibit A, incorporated herein by reference. Any additional expenses must be specifically approved by the City in writing in advance.
Passport will send monthly invoices to City for all fees payable to Passport that accrued during the preceding month. If City fails to remit payment according to such invoices within thirty (30) days from the date on the invoice, Passport will have the right to suspend City’s access to the Services (MPP, CMP, and DPP) until all outstanding and delinquent balances have been paid in full.

IV. DESCRIPTION OF SERVICES

Passport will perform the services (the “Services”) as set forth in Exhibit A. Services may include, if any, other documented discussions and agreements regarding scope of work and cost.

V. GENERAL PROVISIONS

A. Services. Passport will perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Passport will 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. Passport will take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Passport during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Passport will be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Passport will 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. Passport 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, Passport will 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.

Passport is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Passport is an independent Passport 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. Passport acknowledges and agrees that should Passport or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the
City may void this Agreement. The Passport warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Passport’s work and all indemnity and insurance requirements.

Passport will 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 Passport subcontracts any of the services to be performed under this Agreement, the subconsultant agreement will provide that the services to be performed under any such agreement will not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City’s prior written consent. The Passport will be responsible for the accuracy and quality of any subconsultant’s work.

All subconsultant agreements will include verbatim or by reference the provisions in this Agreement binding upon Passport 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.

Passport will 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 will 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. Passport will 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 will be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Passport represents and warrants that:
(1) Passport possesses and will keep in force all required licenses to perform the Services, (2) the employees of Passport 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 Passport. If the City terminates this agreement, the City will make payment to Passport 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 will 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 will have the right to terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Passport will 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. Passport’s status will be that of an independent Consultant and not that of a servant, agent, or employee of City. Passport will not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Passport is not authorized to, and will not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Passport will 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. Passport 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. Passport represents and warrants that no prior or present services provided by Passport to third parties conflict with the interests of City in respect to the Services being provided hereunder except as will have been expressly disclosed in writing by Passport 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 Passport hereunder, including drafts and reproduction copies thereof, will be and remain the exclusive property of City, and City will 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 Passport. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Passport will promptly deliver all such materials to City. Passport will 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 Passport may retain copies of the same for Passport’s own general reference.
G. Payment. Invoices for payment will be submitted by Passport 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. Passport will 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 Passport, 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 Passport is found to have been overstated, Passport will provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and will reimburse all of City’s expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Passport will 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 Passport or Passport’s subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification will 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 will 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. Passport will be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein will 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, Passport 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 Passport of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by
Passport 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, Passport 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 Passport 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.

Passport will 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 Passport 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 will survive completion, expiration, or termination of this Agreement.

J. **Insurance.** Passport will 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 Passport, and insuring Passport against claims which may arise out of or result from Passport’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. Passport shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Passport 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 Passport to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Passport’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. Passport’s certificate of insurance will 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. Passport understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Passport and its subcontractors from the requirements set forth herein. Passport 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 Passport fails to purchase or procure insurance as required above, the parties expressly agree that Passport will 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 Passport.

Passport 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 Passport with information to enable Passport to render the Services hereunder, or Passport may develop confidential information for City. Passport agrees (i) to treat, and to obligate Passport’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 Passport 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 Passport on a confidential basis from any third party unless Passport will 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 Passport's control, the Passport will 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 Passport will 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 will 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. Passport will 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 Passport, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Passport will not assign or subcontract all or any part of its rights or obligations hereunder without City’s express prior written approval. Any attempt to do so without the City’s prior consent will, at City’s option, be null and void and of no force or effect whatsoever. Passport shall not employ, contract with, or use the services of any other architect, interior designer, engineer, Passport, 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, Passport will comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Passport’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 Passport’s officers, employees, subcontractors, or agents. Passport will immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Passport, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Passport, 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. Passport 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. Passport will protect City from all liens for labor performed, material supplied or used by Passport and/or any other person in connection with the Services undertaken by Passport hereunder, and will not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Passport 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, will be in writing and will not be effective for any purpose unless the same will 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 Passport at the address first above set forth, or at such other address or addresses as City or Passport 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 Passport, or arising out of a breach of this Agreement by Passport, the City will recover from the Passport as part of the judgment against Passport, 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 will 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 will remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement will be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement will be in Cook County, Illinois. The City will 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. Passport agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Passport will 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 will survive all performances hereunder including the termination of the Passport.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Passport’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 Passport 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 Passport 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. Passport 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 Passport certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 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 Passport’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. PASSPORT CERTIFICATIONS

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

B. Passport 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 Passport, or any officer, director, partner, or other managerial agent of Passport, 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, Passport certifies at least five years have passed since the date of the conviction.

D. Passport 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, Passport 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. Passport 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 Passport 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. Passport 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 Exhibit A, 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 will not apply.

In the event of any inconsistency between this Agreement, and any Exhibit, this Agreement shall control over the Exhibit. In no event will any proposal or contract form submitted by Passport be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Agreement, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibit hereto will 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.

PASSPORT:  

By: ________________________  By: ________________________
Its: ________________________  Its: ________________________
FEIN Number: _______________  Date: _____________________
Date: _______________________

CITY OF EVANSTON  
2100 RIDGE AVENUE  
EVANSTON, IL 60201
EXHIBIT A
Software License and Service Agreement

1. Passport will charge $0.35 22 cents for each Mobile Payments for Parking ("MPP") transaction. Passport will provide City a custom-branded MPP application at no additional charge. The City has the right to set the convenience charge to customers at different per transaction rates/fees, depending on the type of mobile purchase.

2. Passport will continue to manage provide City a Citation Management Platform ("CMP"), which allows City's parking enforcement officers in any or all parking facilities owned or managed by the City the ability to issue parking citations that may be paid online through Passport's payment portal.
   a. Upon launching the CMP, Passport will provide City, at no additional charge, fifteen (15) CMP hardware units, which will consist of an Android phone or tablet, Zebra iMZ320 printer, and custom setup.
   b. Passport will provide custom setup for the Android devices, including installing and configuring the CMP software and pairing the device with a Bluetooth-enabled printer for an additional fee of $300.00 per device; this fee is waived for the devices to be provided as set forth in paragraph 3(a) above.
   b. City must purchase such additional Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
   c. City must maintain at its sole cost one wireless data plan for each Android device.
   e. City must possess at least one Bluetooth-enabled printer per Android device described above.
   f. If City chooses to purchase Bluetooth-enabled printers through Passport, the price for the base model that Passport provides through its hardware vendor is $600.00 for a Zebra iMZ320 printer; this fee is waived for the devices to be provided as set forth in paragraph 3(a) above.
   g. City will be responsible for paying all shipping costs and printer paper costs.
   h. City may, but is not required to, order custom printer paper through Passport. If City orders custom printer paper through Passport, City will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport. Passport is unable to provide estimated costs until specific details of City's custom printer paper order have been confirmed due to the variable costs from Passport's third-party vendor.
i. Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.

j. After thirty forty (3040) days, parking citations issued by City will escalate in price and Passport will automatically generate and send a letter, at the cost of $1.25 per letter, to each parking citation recipient for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that he or she has an outstanding parking citation and that the citation amount has increased.

k. Passport will send a second letter sixty (60) days after issuance for each applicable unpaid citation owner, at $1.25 per letter charged to the City.

l. Passport’s fee shall be $266,400 annually or $22,200 a month to cover the citation management software and service, (1) $1.25 per citation paid, payable by City, and (2) in addition, a $1.00 fee per citation for paid online payment will be payable by the citation recipient. Passport’s fee for citations whose prices have escalated pursuant to paragraphs (j) and (k) above shall be 20.5% of the escalated fee. Passport’s fee for the first and second letters pursuant to paragraphs (j) and (k) above shall be $1.25 per letter.

3. Consultant will not serve as City’s merchant of record. Authorize.net shall be the City’s payment gateway provider. City may choose to use Consultant for such services at prices to be mutually agreed upon.
Memorandum

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

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

Subject: Approval of Change Order No. 2 for Clearwell 9 (Treated Water Storage) Replacement Project Construction (Bid 18-30)

Date: June 27, 2019

Recommended Action:
Staff recommends that City Council authorize the City Manager to execute Change Order No. 2 to the construction contract for the Clearwell 9 Replacement Project (Bid No. 18-30) with Thieneman Construction, Inc. (17219 Foundation Parkway, Westfield, IN) in the amount of $22,973.31. This will increase the total contract amount from the current contract price of $19,213,700 to $19,236,673.31. There is no time extension associated with this change order.

Funding Source:
The City has a loan agreement in place with the IEPA for funding from the State Revolving Fund in the amount of $20,556,256 for engineering and construction of this project. All eligible costs will be funded by the loan repaid over 20 years at 1.84% interest.

IEPA loan funding for this work is being routed through the Water Fund, Capital Improvement (Account 513.71.7330.65515-733107), which has an FY 2019 budget allocation of $13,400,000 for this project (additional funding will be allocated in FY 2020).

The City has executed a Memo of Understanding with Northwestern University (NU) where NU will pay for costs associated with this Change Order No. 2.

Livability Benefits:
Built Environment: Manage water resources responsibly
Reduce Environmental Impact: Improve energy and water efficiency
Support Strong and Safe Communities: Enhance resiliency to natural and human hazards

**Background:**
The City executed the Construction Services Agreement with Thieneman Construction, Inc. (TCI) on January 29, 2019. On March 1, 2019, Change Order No. 1 was authorized by the Public Works Agency Director to update bonding requirements with no change to the contract price.

Work has proceeded since the contractor mobilized onsite on March 18, 2019. With the roof of the reservoir removed, the earth retention system is now in place, and demolition of the walls and floor is proceeding.

**Analysis:**
Northwestern University (NU) requested that the City authorize that daily construction activities be delayed by two hours in the morning to accommodate students during the week of final exams. NU agreed to allow construction activities to extend an extra two hours for each of those days, and to pay for the overtime costs incurred due to the shift in schedule. This agreement was authorized in the attached Memo of Understanding, dated June 3, 2019.

Final costs associated with the shift of the work hours have been documented on Work Change Directive 002A (dated June 24, 2019), which is attached to the Change Order. These costs will be reimbursed to the City by NU.

A summary of the project funding is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$19,213,700.00</td>
</tr>
<tr>
<td>(Awarded by City Council on January 29, 2019)</td>
<td></td>
</tr>
<tr>
<td>Current Contract Amount</td>
<td>$19,213,700.00</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>$0.00</td>
</tr>
<tr>
<td>(Approved 3/1/19)</td>
<td></td>
</tr>
<tr>
<td>Change Order No. 2</td>
<td>$22,973.31</td>
</tr>
<tr>
<td>(Under Consideration)</td>
<td></td>
</tr>
<tr>
<td>Revised Total Contract Amount</td>
<td>$19,236,673.31</td>
</tr>
<tr>
<td>IEPA Loan Amount</td>
<td>$20,556,256.00</td>
</tr>
</tbody>
</table>

**Legislative History:**
City Council approved award of the construction contract to TCI on November 12, 2018. Public Works Director authorized Change Order #1 on March 1, 2019.

**Attachments:**
Memo of Understanding
Change Order No. 2
Work Change Directive 002A
MEMO OF UNDERSTANDING

Proposed Change Order Number 5: Work Hours June 10-14, 2019
City of Evanston CW9 Project

Northwestern University ("University") and the City of Evanston ("City") entered into an Easement Agreement dated September 28, 2018 ("Easement Agreement"), allowing the City to reconstruct Clearwell 9 ("CW9") on the University’s property. The Easement Agreement contemplated that unique circumstances might require the parties to enter into further agreements, such as this current agreement.

Both parties have received comments from students living in the adjacent buildings expressing concern with how the noise and vibration are interfering with their studies. In light of these comments, the University requested that the City, through their consultants and contractor Thieneman Construction ("TCI"), evaluate the cost of revising the work schedule during final exams week, June 10-14, 2019 to start and end two hours later.

TCI prepared Proposed Change Order Number 5 ("PCO-5"), dated May 30, 2019 and attached hereto, in response to that request. PCO-5 indicates that the later start time can be accommodated without causing project delay for a not-to-exceed cost of seventy seven thousand one hundred dollars ($77,100.00). TCI will keep time cards and similar documentation for these costs, and charge actual costs at the completion of work during this period.

The University respectfully asks that the City authorize PCO-5 and hereby agrees to reimburse the City upon presentation of properly documented PCO-5 expenses not to exceed the amount stated above, and in accordance with the Easement Agreement. The University acknowledges and appreciates the cooperation of the City and its consultants and contractors in responding to this request. This agreement shall be governed under and in accordance with the Easement Agreement.

NORTHWESTERN UNIVERSITY

[Signature]
Alex Darragh
Interim Vice President for Facilities

June 3, 2019
Date

CITY OF EVANSTON

[Signature]
Wally Bobkiewicz
City Manager

Approved as to form
Michelle L. Masoncup
Corporation Counsel
May 30, 2019

Mr. Brandon Diffenderfer
CDM Smith
125 S. Wacker Dr., Ste 700
Chicago, IL 60606

RE: Clearwell 9 Replacement Project
PCO-05: Change in Start of Shift During NU Finals Week – Revised (3)

Dear Brandon:

Per the request of the City of Evanston and Northwestern University to not start work until 10:00 AM during the week of June 10, 2019, we present the following:

- Due to union rules, the actual start of the shift must remain as 8:00 AM; however, actual work activities will not start until 10:00 AM meaning that the first 2 hours will be paid at straight time but now work will be performed. The remaining 6 hours of the regular shift will be worked as regular contract work.

- The remaining 2 hours will be paid as premium time as union rules state that any work over 8 hours will be paid as premium time.

Thieneman Construction is proposing a NOT TO EXCEED contract price of Seventy Seven Thousand One Hundred Dollars ($77,100.00) per the attached breakdown. Actual hours will be tracked using signed timecards and billed upon the completion of the work for that week. Please contact me at 779-702-1945 if you have any questions.

Respectfully,
THIENEMAN CONSTRUCTION, INC.

______________________________
Jeffrey Webb
Project Manager

cc: P. Moyano (City of Evanston)

INDUSTRIAL • MUNICIPAL CONTRACTOR

17219 Foundation Parkway • Westfield, IN 46074 • 317-867-3462 • Fax 317-867-3463
521 W. 84th Drive • Merrillville, IN 46410 • 219-947-4700 • Fax 219-947-4711
1400 Cecil Avenue • Louisville, KY 40211 • 502-895-5000 • Fax 502-895-5011
## Thirteenman Construction - Clearville 9 - Exw Week Shiff Work

### Exw Week Shiff Work Details

<table>
<thead>
<tr>
<th>Name of Labor</th>
<th>Trade</th>
<th>Rate (Daily, Hr, Doz)</th>
<th>Rate (Journey, Hr, Doz)</th>
<th>Total Hours</th>
<th>Total Pay</th>
<th>% of Total Pay</th>
<th>Insurance Amount</th>
<th>Payroll Amount</th>
<th>Earnings in Base</th>
<th>Earnings in OT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td>5</td>
<td>50.00</td>
<td>65.00</td>
<td>0.00</td>
<td>65.00</td>
<td>65.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Painters</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td>5</td>
<td>50.00</td>
<td>65.00</td>
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<td>0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td>5</td>
<td>50.00</td>
<td>65.00</td>
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</tr>
<tr>
<td>Labor Helper</td>
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<td>7.00</td>
<td>5</td>
<td>50.00</td>
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<td>0.00</td>
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<tr>
<td>Labor Helper</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td>5</td>
<td>50.00</td>
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<tr>
<td>Labor Helper</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td>5</td>
<td>50.00</td>
<td>65.00</td>
<td>0.00</td>
<td>65.00</td>
<td>65.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL:**

<table>
<thead>
<tr>
<th>Name of Labor</th>
<th>Rate (Daily, Hr, Doz)</th>
<th>Total Hours</th>
<th>Total Pay</th>
<th>% of Total Pay</th>
<th>Insurance Amount</th>
<th>Payroll Amount</th>
<th>Earnings in Base</th>
<th>Earnings in OT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

### Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Total Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Pay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earnings in Base</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earnings in OT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Summary of Payroll:**

- **Total Pay:** $60,000
- **Weekly Pay:** $12,000
- **Earnings in Base:** $60,000
- **Earnings in OT:** $0

**Relocation Expense:**

- **Relocation Amount:** $1,000

**Overall Total:** $61,000
### MAYO REINFORCING
### NEW HOURLY RATES 6/1/2018-5/31/2019

<table>
<thead>
<tr>
<th>Position</th>
<th>Regular Time:</th>
<th>Premium Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - IRONWORKER SUPERINTENDENT</td>
<td>$143.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>1 - GENERAL FOREMAN IRONWORKER</td>
<td>$140.00</td>
<td>$108.00</td>
</tr>
<tr>
<td>1 - FOREMAN IRONWORKER</td>
<td>$137.00</td>
<td>$101.00</td>
</tr>
<tr>
<td>5 - IRONWORKER</td>
<td>$134.00</td>
<td>$101.00</td>
</tr>
</tbody>
</table>

For finals week it is anticipated that a crew consisting of the above members will be on site.

Each crew member would bill 10 hours of straight time and 15 hours of premium time for the week.
CITY OF EVANSTON
CHANGE ORDER

Order No. 002
Date: June 26, 2019
Agreement Date: January 29, 2019

PROJECT: Clearwell 9 Replacement Project
OWNER: City of Evanston
CONTRACTOR: Thieneman Construction, Inc.

The following changes are hereby made to the AGREEMENT:

Construction hours were shifted back two hours for the week of June 10th, 2019, to accommodate Northwestern University’s academic schedule as documented on the attached Work Change Directive 002A dated June 24, 2019 which authorizes PCO-05.

Change to CONTRACT PRICE:

Original CONTRACT PRICE: $19,213,700.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS $19,213,700.00

Total change in CONTRACT PRICE for this CHANGE ORDER 002 $22,973.31
The CONTRACT PRICE including this CHANGE ORDER will be $19,236,673.31

Original COMPLETION DATE
Current COMPLETION DATE adjusted by previous CHANGE ORDERS n/a
Total Change in CONTRACT TIME for this CHANGE ORDER None
The COMPLETION DATE including this CHANGE ORDER will be January 28, 2021

Accepted by
(Contractor):
Thieneman Construction, Inc.

Approved by
(Owner):
City of Evanston

Date

6/27/19
WORK CHANGE DIRECTIVE

DATE OF ISSUANCE: June 24, 2019
EFFECTIVE DATE: June 24, 2019

OWNER: City of Evanston
CONTRACTOR: Thiemen Construction Company.
Project: Clearwell 9 Replacement
OWNER’s Contract No. 18-18    ENGINEER’s Project No. 1667-112742

You are directed to proceed promptly with the following change(s):
Description:
1. Contractor shall begin work at 10:00 AM between the dates June 10 and 14, 2019. Work may
   commence until 7:00 PM.
2. Work force and time shall be tracked each day and reimbursed per the schedule on the attached
document.

Purpose of Work Change Directive:
• Accommodate Northwestern University students during finals week in accordance with Memorandum
  of Understanding attached.

Attachments: (List documents supporting change)
• 1818 - PCO 05 – Change in Start Time for Finals Week – FINAL – R3.pdf
• Finals Time Shift – Approved Tickets.pdf
• 1818 - PCO 05 – Change in Start Time for Finals Week – R3.pdf
• PCO5 MOU NU Executed 20190605.pdf

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change
Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:
☐ Unit Prices
☒ Lump Sum
☐ Cost of the Work

Estimated increase (decrease) in Contract Price
Not to exceed: $22,973.31

If the change involves an increase, the estimated amount is not to be exceeded without
further authorization.

RECOMMENDED:
CDM Smith
ENGINEER

AUTHORIZED:
City of Evanston
OWNER
By Project Manager:

______________________________
June 24, 2019

Mr. Brandon Diffenderfer  
CDM Smith  
125 S. Wacker Dr., Ste 700  
Chicago, IL 60606

RE: Clearwell 9 Replacement Project  
PCO-05: Change in Start of Shift During NU Finals Week – Final Costs – R3

Dear Brandon:

Per WCD-002 and the attached backup, Thieneman Construction is requesting an increase to the contract price of **Twenty Two Thousand Nine Hundred Seventy Three Dollars** ($22,973.00).

Please contact me at 779-702-1945 if you have any questions.

Respectfully,

THIENEMAN CONSTRUCTION, INC.

Jeffrey Webb  
Project Manager

cc: P. Moyano (City of Evanston)
### Contractor's / Subcontractor's Change Order Request Summary

**Date:** 6/24/2019  
**COR:** 5 R3  
**TCI Job #** 1818

**General Contractor:** 521 W. 84th Drive Suite A, Merrillville, IN 46410, 219-947-4700 phone/ 219-947-4711 fax

**Engineer:** CDM Smith  
**Owner:** City of Evanston  
**Project:** Clearwell 9 Replacement

### I. DESCRIPTION OF CHANGE

Change shift start time to 10:00 AM during NU finals week.

Change would mean working a 10 hour day for 8 hours a week due to union rules pertaining to project start times.

### II. SUMMARY OF DETAILED BREAKDOWN

<table>
<thead>
<tr>
<th></th>
<th>Additions</th>
<th>Deletions</th>
<th>Net Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. LABOR</td>
<td>$ 5,450.55</td>
<td>$ -</td>
<td>$ 5,450.55</td>
</tr>
<tr>
<td>B. MATERIAL</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>C. EQUIPMENT</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**D. OTHER COSTS**

- 1. SAFETY (1% of LABOR)- Deletion -0-
- 2. EXPENDABLE TOOLS (3.0% of LABOR)- Deletion -0-

**E. NET TOTAL**  
(A+B+C+D1+D2) $ 5,450.55

**F. OVERHEAD AND PROFIT**  
(Ex15%) - Deletion -0- $ -

**G. TOTAL WORK PERFORMED BY CONTRACTOR**  
(Lines E+F) $ 5,450.55

### III. CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

**SUBCONTRACTOR: Firm Name**  
1. Michels (Shoring) $ 16,154.70

**H. SUBTOTAL** of all work performed by contractor's subcontractors $ 16,154.70

**I. MARK-UP on work of subcontractors (Min. $_____00)**  
(Line H x 5%)- Deletion -0- $ 807.74

**J. PROPOSAL**  
(Lines G+H+I) $ 22,412.99

**K. BONDS**  
(1.5% of PROPOSAL) - Deletion -0- $ 336.19

**L. BUILDER'S RISK INSURANCE**  
(1% of PROPOSAL) - Deletion -0- $ 224.13

### IV. TOTAL PROPOSAL

**N. TOTAL PROPOSAL for subject COR increase (decrease) in contract amount** $ 22,973.31

**O. An extension time of 0 days to extend the Contract dates for Completion will be required commencing on the date when we are notified a Change Order will be issued for the price quoted herein. Approval needed in 1 days.**

**CONTRACTOR**  
Signature Jeffrey Webb  
Title: Project Manager  
Date: 6/24/2019
# Thiemen Construction - Clearwell B - Exam Week Shift Work

## Exam Week Shift Work

<table>
<thead>
<tr>
<th>Name of Laborer</th>
<th>Trade</th>
<th>Date and Hours</th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Hourly Rate (Tax Amt)</th>
<th>Hourly Rate (Unemp Tax)</th>
<th>Insurance Amount</th>
<th>Payroll Amount</th>
<th>Earnings In</th>
<th>Payroll Amt, Eligible for Unemployment Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### PRE-EXAM WEEK (6/10-6/14)

#### Labor

<table>
<thead>
<tr>
<th>Name</th>
<th>Rate</th>
<th>Hours</th>
<th>Total Hours</th>
<th>Rate</th>
<th>Hours</th>
<th>Total Hours</th>
<th>Rate</th>
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<tbody>
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</tr>
</tbody>
</table>

#### Salaried Labor

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Hours</th>
<th>Total Hours</th>
<th>Rate</th>
<th>Hours</th>
<th>Total Hours</th>
<th>Rate</th>
<th>Hours</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Labor:

- **Total Payroll**:
  - **Salaried Labor**:
    - **Total Payroll**:
  - **Total Payroll**:
  - **Total Payroll**:

### Additional:

- **Total Payroll**:

### Equipment:

<table>
<thead>
<tr>
<th>Date</th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Material:

#### Material List:

<table>
<thead>
<tr>
<th>Material Item</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total:

- **Total**:
  - **Total**:
  - **Total**:
  - **Total**:

### Summary:

- **Overall Total**:
  - **Total**:
  - **Total**:

### Summary Notes:

- **15% Value**:
  - **Total**:
  - **Total**:

---

*OVERALL TOTAL = $5,450.55*
### Exam Week Shift Work

**Name of Laborer** | **Trade** | **Date and Hours** | **Total Hours** | **Hourly Rate (Straight Time)** | **Hourly Rate (Time & A 1/2)** | **Hourly Rate (Double Time)** | **Insurance Amount** | **Payroll Amount** | **Earnings to Date** | **Payroll Amt. Eligible for Unemployment Tax**
---|---|---|---|---|---|---|---|---|---|---
Andy Martinez | Pipe-fitter | 6/10/2019 01:02:48 | 2.05 | $14.85 | $20.20 | $28.70 | $877.00 | $1,221.25 | $1,221.25
 | | 6/11/2019 02:43:54 | 2.00 | $14.85 | $20.20 | $28.70 | $877.00 | $1,221.25 | $1,221.25
 | | 6/12/2019 02:00:54 | 2.00 | $14.85 | $20.20 | $28.70 | $877.00 | $1,285.25 | $1,285.25
 | | 6/13/2019 02:05:49 | 2.05 | $14.85 | $20.20 | $28.70 | $877.00 | $1,221.25 | $1,221.25
 | | 6/14/2019 01:02:48 | 2.05 | $14.85 | $20.20 | $28.70 | $877.00 | $1,221.25 | $1,221.25
 | | 6/15/2019 | | | | | | | | |
 | | 6/16/2019 | | | | | | | | |
 | | 6/17/2019 | | | | | | | | |
 | | 6/18/2019 | | | | | | | | |
 | | 6/19/2019 | | | | | | | | |
 | | 6/20/2019 | | | | | | | | |
 | | 6/21/2019 | | | | | | | | |
 | | 6/22/2019 | | | | | | | | |
 | | 6/23/2019 | | | | | | | | |
 | | 6/24/2019 | | | | | | | | |
 | | 6/25/2019 | | | | | | | | |
 | | 6/26/2019 | | | | | | | | |
 | | 6/27/2019 | | | | | | | | |
 | | 6/28/2019 | | | | | | | | |
 | | 6/29/2019 | | | | | | | | |
 | | 6/30/2019 | | | | | | | | |
 | | 7/1/2019 | | | | | | | | |
 | | 7/2/2019 | | | | | | | | |
 | | 7/3/2019 | | | | | | | | |
 | | 7/4/2019 | | | | | | | | |
 | | 7/5/2019 | | | | | | | | |
 | | 7/6/2019 | | | | | | | | |
 | | 7/7/2019 | | | | | | | | |
 | | 7/8/2019 | | | | | | | | |
 | | 7/9/2019 | | | | | | | | |
 | | 7/10/2019 | | | | | | | | |
 | | 7/11/2019 | | | | | | | | |
 | | 7/12/2019 | | | | | | | | |
 | | 7/13/2019 | | | | | | | | |
 | | 7/14/2019 | | | | | | | | |
 | | 7/15/2019 | | | | | | | | |
 | | 7/16/2019 | | | | | | | | |
 | | 7/17/2019 | | | | | | | | |
 | | 7/18/2019 | | | | | | | | |
 | | 7/19/2019 | | | | | | | | |
 | | 7/20/2019 | | | | | | | | |
 | | 7/21/2019 | | | | | | | | |
 | | 7/22/2019 | | | | | | | | |
 | | 7/23/2019 | | | | | | | | |
 | | 7/24/2019 | | | | | | | | |
 | | 7/25/2019 | | | | | | | | |
 | | 7/26/2019 | | | | | | | | |
 | | 7/27/2019 | | | | | | | | |
 | | 7/28/2019 | | | | | | | | |
 | | 7/29/2019 | | | | | | | | |
 | | 7/30/2019 | | | | | | | | |
 | | 7/31/2019 | | | | | | | | |

### Summary total:
$14,047.57

**100 hours total**
$2,101.14

**OVERALL TOTAL** = $16,154.70
THIENEMAN CONSTRUCTION, INC.
EXTRA WORK ORDER

JOB NAME: Justin Clearwell #9    JOB NO. 1818    DATE: 6-10-19

DESCRIPTION:
Late start time due to work being out to 2nd Floor.

<table>
<thead>
<tr>
<th>COST CODE</th>
<th>NAME</th>
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AUTHORIZED SIGNATURE

THIENEMAN SIGNATURE

PRINTED NAME/COMPANY

SUPERINTENDENT
PRINTED NAME/POSITION
**THIENEMAN CONSTRUCTION, INC.**
**EXTRA WORK ORDER**

**JOB NAME:** Eucador Cleaners #9  
**JOB NO.:** 1818  
**DATE:** 6-10-19

**DESCRIPTION:** Late start due to snow waiting up to 2 days.

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<td>PX Driver</td>
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<td>Reg 20t</td>
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**OPERATOR & EQUIPMENT**

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**AUTHORIZED SIGNATURE**

**THIENEMAN SIGNATURE**

**PRINTED NAME/COMPANY**

**PRINTED NAME/POSITION**

153 of 331
THIENEMAN CONSTRUCTION, INC.
EXTRA WORK ORDER

JOB NAME: Education Classroom w4  JOB NO. 1818  DATE: 6-11-19

DESCRIPTION: Late start time due to four weekend days.
               Start late due to delays.

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<td>Jason Smith</td>
<td>Labor</td>
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AUTHORIZED SIGNATURE  
PRINTED NAME/COMPANY

THIENEMAN SIGNATURE  
PRINTED NAME/POSITION
THIENEMAN CONSTRUCTION, INC.
EXTRA WORK ORDER

JOB NAME: Executive Center 2  JOB NO. 1818  DATE: 6-11-19

DESCRIPTION: Late start due to person working 2a to 6a
Start late due to 6a to 10a

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<td>Pile Driver</td>
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<td>Pile Driver</td>
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<td>Peter Czaia</td>
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<td>Louis Hernandez</td>
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OPERATOR & EQUIPMENT

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<tbody>
<tr>
<td>Tim Henry</td>
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AUTHORIZED SIGNATURE

PRINTED NAME/COMPANY

THIENEMAN SIGNATURE

PRINTED NAME/POSITION
**THIENEMAN CONSTRUCTION, INC.**
**EXTRA WORK ORDER**

**JOB NAME**: Evesham Commons #4  
**JOB NO.**: 1818  
**DATE**: 6-12-19

**DESCRIPTION**: Let Soot Suts due to tree wear, up to  
Soot pipe due to fines.

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<td>Andy Uygarte</td>
<td>Pile Driver</td>
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<td>Dave Wolze</td>
<td>Pile Driver</td>
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<td></td>
<td>Jesus Perez</td>
<td>Pile Driver</td>
<td>20g</td>
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<tr>
<td></td>
<td>Patrick Canga</td>
<td>Pile Driver</td>
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<td></td>
<td>Louis Hernandez</td>
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**AUTHORIZED SIGNATURE**  
**PRINTED NAME/COMPANY**

**THIENEMAN SIGNATURE**  
**PRINTED NAME/POSITION**
## THIENEMAN CONSTRUCTION, INC.
### EXTRA WORK ORDER

**JOB NAME:** Entrance Chew 2
**JOB NO.:** 1818
**DATE:** 6-13-19

**DESCRIPTION:** Late start due to snow, working as to start.

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<td>001-001</td>
<td>Bryan Bulin</td>
<td>Carpenter</td>
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<td>2-60q 2-4</td>
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<td>001-71</td>
<td>Azaza Crome</td>
<td>Iron</td>
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<td>001-71</td>
<td>Angala Cowell</td>
<td>Labour</td>
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**AUTHORIZED SIGNATURE**

TRAVIS DIPPELDON  
PRINTED NAME/COMPANY

**THIENEMAN SIGNATURE**

Bryan Bulin  
PRINTED NAME/POSITION

157 of 331
THIENEMAN CONSTRUCTION, INC.
EXTRA WORK ORDER

JOB NAME: Fuentea Creekwell 4
JOB NO.: 1018
DATE: 6-13-19

DESCRIPTION: Ledge Short due to tree roots

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<td>Andy Warriner</td>
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<td>Dave Velarde</td>
<td>Pile Driver</td>
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<td>Jesus Riscal</td>
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<td>Parker Zajac</td>
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<td>Lewis Hernandez</td>
<td>Pile Driver</td>
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OPERATOR & EQUIPMENT

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AUTHORIZED SIGNATURE

THIENEMAN SIGNATURE

PRINTED NAME/COMPANY

PRINTED NAME/POSITION
**THIENEMAN CONSTRUCTION, INC.**
**EXTRA WORK ORDER**

**JOB NAME:** European Avenue #4  
**JOB NO.:** 1818  
**DATE:** 6-14-19

**DESCRIPTION:** Late work due to them working on #2.  
Stand by due to limit.

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<tr>
<td>001-571</td>
<td>Angela Winter</td>
<td>Labor</td>
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<td>4</td>
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<tr>
<td>001-571</td>
<td>Jason Gray</td>
<td>Labor</td>
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<td>2</td>
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**AUTHORIZED SIGNATURE**  
**PRINTED NAME/COMPANY**  
**THIENEMAN SIGNATURE**  
**PRINTED NAME/POSITION**
**THIENEMAN CONSTRUCTION, INC.**

**EXTRA WORK ORDER**

**JOB NAME:** [Handwritten: Client: Classic, Inc.]

**JOB NO.** 1418

**DATE:** 6-14-19

**DESCRIPTION:** Late shift due to time wasting we are to start

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<td>Jesus Perez</td>
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To: Honorable Mayor and Members of the City Council
   Administration and Public Works Committee
From: Lawrence C. Hemingway, Parks, Recreation & Community Services
      Director
Subject: Dog Beach Update
Date: July 1, 2019

Recommended Action:
At the June 10, 2019 City Council meeting, Ald. Fiske requested information on the dog beach. Staff has prepared a presentation discussing past revenues, current conditions and a review of existing City ordinances. Staff requests this report be placed on file.
To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: Erika Storlie, Assistant City Manager/Administrative Services Director
Michael Rivera, Interim Parking Division Manager

Subject: Update on Sheridan Square Parking Restrictions

Date: July 1, 2019

Recommended Action:
After discussion at the June 24, 2019 Transportation & Parking (TP) Committee, staff removed signs restricting parking for 22 spaces on the east side of Sheridan Square 24 hours a day, except those with a District R permit. The entire length of Sheridan Square, both sides, is now designated as residents parking only from 9pm to 6am, which is also reflected in the City Code. Staff requests this report be placed on file and seeks direction on next steps.

Background:
In 2015, a pilot program was run in order to address concerns of the residents of Sheridan Square regarding parking congestion as well as illegal activity along the beach in the area, specifically during the summer months. After the pilot program was concluded, city staff recommended changes to the parking restrictions, including 22 spaces on the East side of Sheridan Square becoming residential parking only.

Ordinances were drafted to amend the City Code, and were brought to the Administration & Public Works (APW) Committee on October 23, 2017. The Committee voted unanimously against adopting these ordinances, and the motions failed. There is no evidence that these matters were brought back to APW or the TP Committee after they failed.

Attachments:
Minutes from May 27, 2015 Transportation & Parking Committee
Minutes from October 23, 2017 Administration & Public Works Meeting
TRANSPORTATION AND PARKING COMMITTEE

Wednesday, May 27, 2015
6:00 P.M. – 7:30 P.M.
Lorraine H. Morton Civic Center
2100 Ridge Ave, Room 2402, Evanston, IL 60201


MEMBERS ABSENT: H. Bartling

STAFF PRESENT: Deputy City Manager/Interim Administrative Services Director Erika Storlie,
Parking/Revenue Manager Rickey A. Voss, Interim Parking/Revenue Manager Alex Thorpe,
Administrative Secretary Janella Hardin

PRESIDING MEMBER: Ald. Wynne

1. Call to Order / Declaration of Quorum
Chairman Ald. Wynne declared a quorum at 6:04 p.m.

2. Approval of Meeting Minutes of April 22, 2015
Ald. Fiske moved to approve the minutes of April 22, 2015 meeting, seconded by Ms. Smith.
Vote called and taken. Motion passed unanimously.

Ald. Wynne introduced the new additions to the Transportation and Parking Committee: Ald.
Mark Tendam, Alex Añón (owner of Bucephalus Bikes), Erika Storlie (Interim Director of
Administrative Services) and Alex Thorpe (Interim Parking and Revenue Manager).

PUBLIC COMMENT
Amina DiMarco of the Evanston Parks and Recreation Advisory Board opposes the
recommendation to regulate parking on Sheridan Square. She felt that this measure would
block public access to the beach. She requested alternative solutions.

Daniel Coyne, 600 block of Sheridan Square, supports the recommendation to regulate parking
near his home. He has witnessed evidence of drugs and prostitution in the area on a daily basis.
Tabitha Sonney agreed with Mr. Coyne and believes the angled parking creates opportunity for
illegal activity.

3. Residential Parking District ‘R’ – Sheridan Square
Staff recommends that the Transportation/Parking Committee discuss the following proposed
solutions to amending the parking plan on Keeney Street east of Sheridan Road and the 500 –
600 block of Sheridan Square:
   • Designate 45 diagonal parking spaces on the east side of Sheridan Square as Residential
     Parking Permit Only as a 24-hour restriction for Residential Parking District ‘R’ and continue
     the restricted overnight parking from 9:00 p.m. to 6:00 a.m. for the remainder of Residential
     Parking District ‘R’.
• The creation of a 3-hour parking zone on the west side of Sheridan Square and on Keeney Street from east of Sheridan Road to Sheridan Square, exempting those that display a permit for Residential Parking District ‘R’.
• Designate the 16 diagonal parking spaces at the beach area to be regulated by parking meter or time limit parking with no Residential Parking District R daytime exemption.

Ald. Wynne stressed that this is a police and personal safety issue for residents in the area. After discussion, the committee agreed to move forward with a pilot program implementing the proposed solutions.

Motion accept the proposed parking regulations pilot program with a sunset date of November 30, 2015 at which time the committee will continue discussions to make this program permanent made by Ald. Fiske, seconded by Ms. Smith. Vote called and taken. Motion passed unanimously.

4. **Main Library Parking Request**
   An issue has been raised by library patrons about the lack of short term parking in and around the main library in order for them make quick and timely pickups and returns of library books and other materials. Patrons have indicated that entire time to complete their library business takes only a few minutes.

Karen Danzczak Lyons, Library Director, has requested that the committee consider the implementation of designated parking spaces near the main library that are either at no fee for drop off/pick up or that are designated for short term use and can be paid in small increments (10 minutes).

Ald. Fiske suggested installing book drop-offs on the street near the curb or the lot behind the library. Parking and Revenue Manager Voss will talk to the Library Director to discuss other alternatives and come back to the committee.

5. **Temporary Traffic Control Plan – Simpson Street**
   As part of a system-wide improvement project, Com Ed will be replacing underground cable on Simpson St., from the 1200 block to the 1300 block, beginning Tuesday, May 26th through Wednesday, June 3rd. Work will take place Monday through Friday, from 8:30 a.m. to 5 p.m.

6. **Updates**
   • **Northwestern University request to lease 100 parking spaces in the Church Street garage – Garage occupancy data** – A table was provided with occupancy data by garage with the number of spaces leased by lessee. Interim Director of Administrative Services Storlie explained that Northwestern requested pricing for 3, 7 or 10 years. The pricing will be based on the occupancy rate as of December 31, 2015 for a lease to begin in 2016. Parking and Revenue Manager Voss will review monthly parking reports for each garage to determine parking trends over the summer and when school is in session before talking with Northwestern University.
   • **PassPort parking application statistics** – Statistics for the pay-by-cell application were presented for review.
- **Purple Line Express Pilot Update** - The CTA has approved a six-week pilot program to test an additional evening round-trip Purple Line Express train between Davis Street and the Loop. The purpose of the pilot is to address a need for later express service for employers in Evanston, as well as Chicago. The pilot is currently set to begin in June 1st through July 10th. The pilot run would make all local stops in Evanston and run express between Howard and Belmont.

For the service to continue past the pilot dates, CTA will require at least 468 people on the train, or 39 people per car on a 6-car train (this includes both Loop bound and Linden bound service). The CTA will perform a count approximately four weeks into the pilot. **The CTA count will be conducted on June 25th.** If the pilot is successful and reaches the 468 rider threshold, CTA will evaluate funding to continue the service.

- **Let’s Roll Together Bike Outreach** - From May 11-13, Evanston Police, City staff and community volunteers launched #LetsRollTogether bike and road safety campaign. The goal of the campaign was to remind road users that we all have to do our part for road safety whether on bike, foot, or in a car. Teams were deployed at four different intersections (Dodge and Greenleaf; Church and Chicago; Sherman and Davis; McCormick and Prairie) and passed out fliers to bicyclists and motorists with road safety tips. Volunteers included members of the Evanston Bicycle Club and Citizens Greener Evanston, and employees from various City departments including Health and Human Services, Public Works, and Community Development.

In total, event participants passed out over 200 motorist fliers and approximately 75 bicyclist fliers. In addition to the education efforts, the City also observed unsafe traffic behaviors of bikes, cars, and motorists, such as not obeying the walk signals, or riding bikes in downtown, and not yielding to pedestrians.

- **UP/Metra Davis Street Waiting Room** - The Davis Street Metra Station’s open waiting room hours mirror the hours of the Union Pacific agent on duty – 5:30am until approximately 1:00pm. There have been numerous inquiries by Metra commuters and other residents about extending the waiting room hours year round, not only during severe or inclement weather.

The City consulted Metra and the Union Pacific regarding solutions for providing access to the waiting room area year round for commuters. Metra recommended piloting a magnetic time-lock door option.

The magnetic time-lock door option is a low-cost alternative to providing access to the waiting room for commuters. The magnetic door systems are pre-programmed to set times for unlocking and locking and can be customized for station specific needs. For instance at Davis, the doors would remain unlocked, and then be programmed to be locked after the last train. The last train arrives at 12:58 am. The cost for these systems, including installation, can range from $1,500 to $4,000.

**Motion to adjourn made by Ald. Tendam and seconded by Mr. Ford at 7:12 p.m.**
I. DECLARATION OF A QUORUM: ALDERMAN RAINNEY, CHAIR
   A quorum being present, Ald. Rainey called the meeting to order at 6:01p.m.

II. APPROVAL OF MINUTES OF REGULAR MEETING OF OCTOBER 9, 2017
   Ald. Braithwaite moved to accept the Minutes of October 9, 2017 A&PW meeting as submitted, seconded by Ald. Rue Simmons.

   The Minutes of the October 9, 2017 A&PW meeting were approved unanimously 5-0.

III. ITEMS FOR CONSIDERATION

(A1) Payroll – September 18, 2017 through October 1, 2017 $ 2,689,086.27

(A2.1) Bills List – October 24, 2017 $ 3,194,482.03
   Credit Card Activity (not including Amazon purchases) - Period Ending August 31, 2017 $ 185,912.08

For Action
   Ald. Braithwaite moved to recommend approval of the City of Evanston payroll for the period September 18, 2017 through October 1, 2017 in the amount of $2,689,086.27, bills through October 24, 2017 in the amount of $3,194,482.03 and credit card activity (not including Amazon purchases) for the period ending August 31, 2017 in the amount of $185,912.08, seconded by Ald. Fleming.

   The Committee voted unanimously 5-0 to approve the payroll, bills and credit card activity.

(A2.2) Amazon Credit Card Activity – Period ending August 31, 2017 $ 11,558.41

For Action
   Ald. Braithwaite moved to recommend approval of the Amazon credit card activity for the period ending August 31, 2017, seconded by Ald. Fleming.
The Committee voted 4-1 with Ald. Suffredin abstaining to approve the Amazon purchases.

(A3.1) Agreement with Pure Technologies U.S. Inc. for City of Evanston’s Inspection of Large Diameter Water Mains
Staff recommends City Council authorize the City Manager to execute an agreement for the City of Evanston’s Inspection of Large Diameter Water Mains (RFP 17-51) with Pure Technologies U.S. Inc. (3636 South Geyer Road, Suite 100, St. Louis, MO 63127) in the not-to-exceed amount of $578,940. Funding for the inspection of large diameter mains will be from the Capital Improvement Program Water Fund (Account 513.71.7330.62145 - 417009), which has an FY 2017 budget of $650,000 for this project.

For Action
Ald. Rainey moved to recommend City Council authorize the City Manager to execute an agreement for the City of Evanston’s Inspection of Large Diameter Water Mains (RFP 17-51) with Pure Technologies U.S. Inc. in the not-to-exceed amount of $578,940, seconded by Ald. Fleming.

Public Works Agency Director David Stoneback explained that the $15,000 per day is in the event of weather delay and is the cost of equipment mobilization. This project has been scheduled around weather in the fall and he does not anticipate any delays.

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

(A3.2) Purchase of Anthracite from Carbonite Filter Corporation
Staff recommends that City Council authorize the City Manager to execute a contract for the purchase of Anthracite (Bid No. 17-54) with Carbonite Filter Corporation (96 Hazle Street, Delano, PA, 18220) in the amount of $23,116.96. Funding for the purchase of Anthracite is from the Water Fund Account 510.40.4220.65085, which has a budget allocation of $85,000.00 for FY2017 and an YTD balance of $47,135.56.

For Action
Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a contract for the purchase of Anthracite (Bid No. 17-54) with Carbonite Filter Corporation in the amount of $23,116.96, seconded by Ald. Braithwaite.

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

(A3.3) Sale of Rock Salt to Evanston School District 202
Staff recommends City Council authorize the City manager to execute an agreement with Evanston School District 202 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018. This price includes a 10% administration and handling fee. This price reflects a $4.25 decrease in price as the overall price of salt has decreased.

For Action
Ald. Suffredin moved to recommend City Council authorize the City manager to execute an agreement with Evanston School District 202 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018, seconded by Ald. Simmons.

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

(A3.4) Sale of Rock Salt to Evanston School District 65
Staff recommends City Council authorize the City manager to execute an agreement with Evanston School District 65 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018. This price includes a 10% administration and handling fee. This price reflects a $4.25 decrease in price as the overall price of salt has decreased.
For Action
Ald. Suffredin moved to recommend City Council authorize the City manager to execute an agreement with Evanston School District 65 for the sale of rock salt in the amount of $52.08 per ton for the period November 15, 2017 to April 15, 2018, seconded by Ald. Simmons.

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

(A3.5) Purchase of Rental Registration/Inspection Software from GovSense and NetSuite-Oracle
Staff recommends City Council authorize the City Manager to execute an agreement with GovSense (2500 Northwinds Pkwy Suite 280, Alpharetta, GA 30009) and NetSuite-Oracle (500 Oracle Parkway, Redwood Shore, CA 94065) to provide a Rental Inspection and Registration Software for the City of Evanston. The total cost of software platform, licenses and support in year 1 will be $21,960.58 and $21,356.18 in year 2. There is a one-time implementation, customization and training cost (based on time and materials) capped at $18,500. The initial term will be set at two years with an option to renew for an additional two years. The funding for this project will derive from the Local Health Protection Grant (Account 100.24.2435.62474) and Community Development Block Grant (Account 215.21.5220.66131).
For Action
Ald. Fleming moved to recommend City Council authorize the City Manager to execute an agreement with GovSense and NetSuite-Oracle to provide a Rental Inspection and Registration Software for a total cost of software platform, licenses and support in year 1 of $21,960.58 and $21,356.18 in year 2 and a one-time implementation, customization and training cost (based on time and materials) capped at $18,500, seconded by Ald. Simmons.

Chief Information Officer Luke Stowe explained that the inspectors are currently using a combination of a paper-based system and a Microsoft Access database. It is more efficient to move to a cloud-based client. The proposed system is has full integration capabilities and multi-unit building efficiencies.
The Committee voted unanimously 5-0 to approve the agreement.

(A4) **Resolution 83-R-17, Collective Bargaining Agreement with AFSCME**
Staff recommends City Council adoption of Resolution 83-R-17 authorizing the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit effective January 1, 2017 through December 31, 2018. City Council approval will ratify the tentative agreements executed throughout the negotiation process.

**For Action**
Ald. Suffredin moved to recommend City Council adoption of Resolution 83-R-17 authorizing the City Manager to execute a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit effective January 1, 2017 through December 31, 2018, seconded by Ald. Fleming.

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

(A5) **Resolution 71-R-17, Approving an Open Data Policy for the City of Evanston**
Staff recommends City Council adoption of Resolution 71-R-17, approving the Open Data Policy for the City of Evanston. The policy will demonstrate the City's ongoing commitment to open data, transparency and efficient city services.

**For Action**
Ald. Fleming moved to recommend City Council adoption of Resolution 71-R-17, approving the Open Data Policy for the City of Evanston, seconded by Ald. Rue Simmons.

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

(A6) **Resolution 80-R-17, Accepting Grant Awards for Senior Meal Program at Levy Senior Center and Fleetwood-Jourdain Community Center.**
Staff recommends City Council adoption of Resolution 80-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate a congregate senior meal program at the Levy Senior Center and Fleetwood-Jourdain Community Center. This is a reimbursement program in which the total amount of reimbursement the City will receive is solely dependent upon the number of lunches served. The City's estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in various line items in the Fleetwood-Jourdain Business Unit 100.30.3040 and Levy Center Business Unit 100.30.3055. Overall budgeted expenses for the 2017/18 program are projected at $88,784. Staff projects meal donations of $7,800. The City will provide a local cash match of $22,464 of the $88,784 if the projection for donations is met, and less if it is exceeded.

**For Action**
Ald. Braithwaite moved to recommend City Council adoption of Resolution 80-R-17 authorizing the City Manager to sign notification of grant awards to fund and operate a congregate senior meal program at the Levy Senior
Center and Fleetwood-Jourdain Community Center, seconded by Ald. Fleming.

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

(A7) Resolution 78-R-17, Franchise Agreement with Collective Resource, Inc. for Collection, Transportation and Disposal of Food Scrap
Staff recommends that City Council adopt Resolution 78-R-17, authorizing the City Manager to negotiate and execute a Franchise Agreement with Collective Resource, Inc. (803 Elmwood Avenue, Evanston, IL) to provide a stand-alone food scrap program for all voluntarily participating commercial and residential properties within the City of Evanston.

For Action
Ald. Braithwaite moved to recommend City Council adopt Resolution 78-R-17, authorizing the City Manager to negotiate and execute a Franchise Agreement with Collective Resource, Inc. to provide a stand-alone food scrap program for all voluntarily participating commercial and residential properties within the City of Evanston, seconded by Ald. Fleming.

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

(A8) Ordinance 107-O-17, Decreasing the Number of Class D Liquor Licenses for Jilly’s Cafe located at 2614 Green Bay Road
Local Liquor Commissioner recommends City Council adoption of Ordinance 107-O-17, decreasing the number of authorized Class D liquor licenses for D.N. Marian, Inc. d/b/a Jilly’s Cafe located at 2614 Green Bay Road. D.N. Marian, Inc. d/b/a Jilly’s Cafe no longer is the owner of the premises as it was sold to a new corporate entity.

For Introduction
Ald. Rue Simmons moved to suspend the rules and recommend City Council adoption of Ordinance 107-O-17, decreasing the number of authorized Class D liquor licenses for D.N. Marian, Inc. d/b/a Jilly’s Cafe located at 2614 Green Bay Road, seconded by Ald. Rainey.

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

(A9) Ordinance 108-O-17, Increasing the Number of Class D Liquor Licenses for Jilly’s Cafe located at 2614 Green Bay Road
Local Liquor Commissioner recommends City Council adoption of Ordinance 108-O-17, increasing the number of Class D liquor licenses for Suathan, LLC d/b/a Jilly’s Café located at 2614 Green Bay Road. The new corporate entity submitted an application for a Class D license under the new ownership.

For Introduction
Ald. Rue Simmons moved to suspend the rules and recommend City Council adoption of Ordinance 108-O-17, increasing the number of Class D liquor licenses for Suathan, LLC d/b/a Jilly’s Café located at 2614 Green Bay Road, seconded by Ald. Rainey.
The Committee voted unanimously 5-0 to suspend the rules and adopt the ordinance.

**Ordinance 109-O-17, Increasing the Number of Class C Liquor Licenses for Rock n’ Ravioli located at 1012 Church Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 109-O-17, increasing the number of Class C liquor licenses for RNR Evanston, LLC d/b/a Rock n’ Ravioli located at 1012 Church Street. Alderman Wilson has requested suspension of the rules for Introduction and Action at the October 23 2017 City Council meeting.

**For Introduction and Action**

Ald. Suffredin moved to suspend the rules and recommend City Council adoption of Ordinance 109-O-17, increasing the number of Class C liquor licenses for RNR Evanston, LLC d/b/a Rock n’ Ravioli located at 1012 Church Street, seconded by Ald. Braithwaite.

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

**Ordinance 118-O-17, Amending Subsection 3-4-6(C) of the City Code to Allow Class C Liquor Licenses the Sale of Alcoholic Liquor to Registered Hotel Guests**

Local Liquor Commissioner recommends City Council adoption of Ordinance 155-O-16, authorizing the sale of alcoholic liquor to registered guests of the hotel from which Class C license holders lease space.

**For Action**

Ald. Fleming moved to recommend City Council adoption of Ordinance 155-O-16, authorizing the sale of alcoholic liquor to registered guests of the hotel from which Class C license holders lease space, seconded by Ald. Rue Simmons.

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

**Ordinance 110-O-17, Decreasing the Number of Class D Liquor Licenses for Farmhouse located at 703 Church Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 110-O-17, decreasing the number of Class D liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street. Farmhouse Evanston, LLC would like to change to a Class C liquor license.

**For Introduction**

Ald. Fleming moved to recommend City Council adoption of Ordinance 110-O-17, decreasing the number of Class D liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to adopt the ordinance.
(A13) **Ordinance 111-O-17, Increasing the Number of Class C Liquor Licenses for Farmhouse located at 703 Church Street**

Local Liquor Commissioner recommends City Council adoption of Ordinance 111-O-17, increasing the number of Class C liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street.

**For Introduction**

Ald. Fleming moved to recommend City Council adoption of Ordinance 111-O-17, increasing the number of Class C liquor licenses for Farmhouse Evanston, LLC, d/b/a Farmhouse located at 703 Church Street, seconded by Ald. Rainey.

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

(A14) **Ordinance 114-O-17, Decreasing the Number of Class D Liquor Licenses for Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Avenue**

Local Liquor Commissioner recommends City Council adoption of Ordinance 114-O-17, decreasing the number of authorized Class D liquor licenses for TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave., as the business has closed. Staff recommends suspension of the rules for Introduction and Action at the October 23, 2017 City Council meeting.

**For Introduction and Action**

Ald. Braithwaite moved to suspend the rules and recommend City Council adoption of Ordinance 114-O-17, decreasing the number of authorized Class D liquor licenses for TMC Foods, Inc., doing business as Sam’s Chicken & Ribs, Pizza located at 1639 Orrington Ave., as the business has closed, seconded by Ald. Fleming.

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

(A15) **Ordinance 105-O-17, Amending City Code Section 10-11-9, Schedule IX, “Prohibited Parking at Certain Times” on Kedzie Street**

The Transportation/Parking Commission and staff recommend that the City Council adopt Ordinance 105-O-17, amending of City Code Section 10-11-9(H), Prohibited Parking at Certain Times to read: Kedzie Street. North Side, Sheridan Road east to dead end; 9 p.m. to 6 a.m., May 1 to September 30 and 11 p.m. to 6 a.m. October 1 to April 30.

**For Introduction**

Ald. Rainey moved to recommend that the City Council adopt Ordinance 105-O-17, amending of City Code Section 10-11-9(H), Prohibited Parking at Certain Times to read: Kedzie Street. North Side, Sheridan Road east to dead end; 9 p.m. to 6 a.m., May 1 to September 30 and 11 p.m. to 6 a.m. October 1 to April 30, seconded by Ald. Braithwaite.

Ald. Rainey does not support this item. She made a reference to the Transportation and Parking Committee to exclude people that pay wheel tax. Ald. Rue Simmons supports Ald. Rainey’s reference.
The Committee voted unanimously against adopting this ordinance. Motion fails.

(A16) **Ordinance 106-O-17, Amending City Code 10-11-18, Schedule XVIII, “Residents Parking Only Districts” by Adding (R) “District R: Twenty-four (24) hours daily, seven (7) days per week” for Sheridan Square**

The Transportation/Parking Commission and staff recommend that the City Council adopt Ordinance 106-O-17, amending of City Code Section 10-11-18(P), Resident Only Parking District ‘R’, 9 p.m. to 6 a.m. daily adding: 22 diagonal parking spaces on the east side of Sheridan Square as Residential Parking Only as a 24-hour restriction.

**For Introduction**

Ald. Rue Simmons moved to recommend City Council adopt Ordinance 106-O-17, amending of City Code Section 10-11-18(P), Resident Only Parking District ‘R’, 9 p.m. to 6 a.m. daily adding: 22 diagonal parking spaces on the east side of Sheridan Square as Residential Parking Only as a 24-hour restriction, seconded by Ald. Fleming.

Fleet Manager Rickey Voss explained that the purpose is to address concerns about illegal activity along the beach in that area. 78 spaces would be available all day, but 22 spaces would be restricted on the east side of the street for residents for 24 hours a day.

Ald. Rainey says the City should charge people $60 a month if they want dedicated parking. That is essentially a city parking lot. Ald. Brathwaite made a reference to bring all similar items back to this Committee for review.

The Committee voted unanimously against adopting this ordinance. Motion fails.

**IV. ITEMS FOR DISCUSSION**

**V. COMMUNICATIONS**

**VI. ADJOURNMENT**

Ald. Braithwaite motioned to adjourn at 6:41pm.
Memorandum

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

From: David D. Stoneback, Public Works Agency Director
       Edgar Cano, Public Services Bureau Chief
       Tom Twigg, Traffic Operations Supervisor

Subject: Street Cleaning Signage on Residential Blocks Citywide

Date: July 1, 2019

Recommended Action:
At the request of City Council, staff has examined the cost and scope of work required to install additional street cleaning signs at mid-block locations throughout the City. Staff requests this report be placed on file and seeks direction on next steps.

Background:
New street cleaning and snow route parking ban/snow emergency signs were purchased and installed in 2017. Since then there have been occasional complaints regarding the lack of mid-block signage at some locations in Evanston. At the request of City Council, staff estimated how many additional signs would need to be purchased and installed to put signs in most residential mid-block locations. Estimates show this would require 1,250 sign posts to be placed in the right-of-way. In addition, 2,500 signs would need to be affixed to both the new and existing posts.

Additional signs are not needed in the downtown area, as well as on blocks with one-sided parking and along snow routes. Therefore, most of the new signs will be installed in residential areas.

If direction is provided to move forward with this option, staff plans to install the additional street cleaning signs over time. Staff would begin placing the additional signs in street cleaning areas 3 & 4 as the signs in these areas have already been converted to indicate street cleaning is performed on Tuesday & Wednesday. Staff proposes to install the additional signs in street cleaning area 2 over the fall of 2019 and spring of 2020 when the signs in this area are converted to the Tuesday / Wednesday schedule. The additional signs in street cleaning area 1 would be installed in the fall of 2020 and spring of 2021 when the signs in this area are converted to the Tuesday / Wednesday schedule.
The estimated costs of the poles and signs is approximately $40,000. A funding source for this expense would need to be identified.
Memorandum

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

From: Erika Storlie, Assistant City Manager
Robert Gustafson, Safety & Workers’ Compensation Manager
Victoria R. Benson, Deputy City Attorney

Subject: Resolution 65-R-19, Approving Procedures Regarding Determination of Benefit Eligibility Under the Public Safety Employee Benefits Act

Date: June 26, 2019

Recommended Action:
Staff recommends that City Council adoption of Resolution 65-R-19, adopting a Public Safety Employee Benefits Act (PSEBA) Policy. The proposed policy outlines the procedures to be used by the City to determine employer-paid health insurance eligibility for former Firefighter/Paramedics or Police Officers catastrophically injured or killed in the line of duty.

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

Summary:
The Public Safety Employee Benefits Act (PSEBA) requires municipalities employing full-time Firefighter/Paramedics or Police Officers to “pay the entire premium of the employer’s health insurance plan for the injured employee, the injured employee’s spouse, and for each dependent child….” if the employee suffers a catastrophic injury or is killed in the line of duty. The City of Evanston Public Safety Employee Benefits Act Policy, in addition to formalizing the procedures used to determine PSEBA eligibility, also allows the City to designate a group health insurance plan. By designating such a plan and moving the current PSEBA recipients to that plan the City will realize a cost savings for health insurance premiums of approximately $45,000 per year.

The designated plan is the Blue Advantage HMO plan and it is one of the four health insurance plans offered to City employees and retirees. This plan offers excellent coverage at a reasonable cost.
PSEBA recipients will retain the option to move to a different City insurance plan if they so choose by opting out and paying the difference between the two plans if the chosen alternate plan is a higher cost.

The City currently has 11 PSEBA recipients. The breakdown is as follows:

PPO 1 - 4 single coverage, $733.77/month per person, $35,220.96 annual premium
   6 family coverage, $2,017/month per family, $145,284.48 annual premium

HMO IL - 1 single coverage, $633.72/month per person, $7,604.64 annual premium

Attachments:
Resolution 65-R-19
PSEBA Policy
WHEREAS, the City of Evanston ("City") is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq. ("PSEBA"), requires that the City provide certain benefits to any public safety employee covered by PSEBA who suffers a catastrophic injury or is killed in the line of duty; and

WHEREAS, the City’s Human Resources Division recommends the adoption of a policy identifying the procedures for determining the eligibility of public safety employees for PSEBA benefits and for the provision of those benefits; and

WHEREAS, the proposed policy and procedures are in accordance with the Public Safety Employee Benefits Act; and

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

SECTION 1: The policy and procedures for determining the eligibility of public safety employees for PSEBA benefits and for the provision of those benefits set forth in the document entitled City of Evanston Public Safety Employee Benefits Act (PSEBA) Policy, attached hereto as Exhibit A and incorporated herein by this
reference, is hereby adopted as the official policy for determining the eligibility of public safety employees for PSEBA benefits and for the provision of those benefits.

SECTION 2: This Resolution 65-R-19 shall be in full force and effect on January 1, 2020, after its passage and approval in the manner provided by law.

SECTION 3: If any section or provision of this Resolution or the adopted PSEBA Policy is declared to be invalid, that decision shall not affect the validity of this Resolution or adopted PSEBA Policy as a whole or any part thereof, other than the part so declared to be invalid.

_______________________________
Stephen H. Hagerty, Mayor

Attest:  
_______________________________
Devon Reid, City Clerk

Approved as to form:  
_______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: ______________________, 2019
EXHIBIT 1

CITY OF EVANSTON
PUBLIC SAFETY EMPLOYEE BENEFITS ACT
(PSEBA) POLICY
Purpose

The Public Safety Employee Benefits Act ("PSEBA" or the "Act") 820 ILCS 320/1, et seq., requires certain benefits be provided to a public safety employee covered by the Act who suffers a catastrophic injury or is killed in the line of duty. The Act defines a public safety employee to include any fulltime law enforcement, correctional or correctional probation officer, firefighter or licensed emergency medical technician (EMT) who is a sworn member of a public fire department. The same benefits may be extended to the spouse and eligible dependents of the catastrophically injured or deceased public safety employee, provided the conditions as established by the Act are met.

The City of Evanston ("City"), as an employer of public safety employees, may be required to pay the entire premium of the City’s basic health insurance plan for a public safety employee and his/her spouse and eligible dependents for the period defined by the Act, if such public safety employee is eligible for benefits under the Act.

The general purpose of this Policy is to memorialize the process as it may be administratively amended from time to time for application for health insurance benefits pursuant to PSEBA. This Policy is consistent with the obligations of the City under state law to provide health insurance benefits to certain public safety employees who qualify for, and are determined by the City to be eligible to receive, certain health insurance benefits pursuant to this policy and the Act.

Administrative Process

All applications for health insurance benefits under PSEBA must be submitted, and will be considered, according to the following process.

1. Application Form
   Any person seeking PSEBA benefits from the City must complete and submit to the City the standard application form prepared by the City, and all supporting documentation required by the application. The PSEBA application must be completed, sworn, and notarized as to the content of the application.

2. Time Period for Submission of Application
   Employees eligible to apply for Public Safety Employee Benefits Act (PSEBA) health insurance coverage must request, in writing, an
application for such benefits from the Human Resources division within two weeks from the date an employee’s duty related disability pension commences. The completed application must be submitted via certified mail to:

City of Evanston  
2100 Ridge Avenue  
Evanston, IL  60201  
Attn:  Human Resources/Safety & Worker’s Compensation Mgr.

Failure to submit a timely PSEBA application, within 90 days from the commencement of the disability pension, may result in a waiver of the claim under this Policy for benefits under the Act. The Safety & Worker’s Compensation Manager, or their designee, will review the application when all of the documentation required by the City under this Policy has been received.

3. **Processing of Applicant**  
   Upon receipt of a timely, complete and executed application form, the Safety & Worker’s Compensation Manager shall promptly review the materials and other relevant information necessary or appropriate to analyze whether the applicant is eligible for PSEBA benefits.  
   a. If the Safety & Worker’s Compensation Manager determines that additional fact-finding is necessary or appropriate, the applicant will respond in writing to written requests from the City for additional information not later than 30 days after receipt of the City’s request.
   b. If the applicant does not respond to, or cooperate with, the City’s written requests for additional information, the City will send a reminder notice to the applicant explaining the duty of full cooperation in the fact-finding process.
   c. If the applicant does not provide the requested information or otherwise cooperate with the City within 21 days after receipt of such additional notice, then the City shall deem the application for PSEBA benefits to be withdrawn and waived.

4. **Recommendation to the City Manager**  
The Safety & Worker’s Compensation Manager will make a recommendation to the City Manager on the applicant’s eligibility for PSEBA benefits after completing a review of the application, supporting materials, and any related fact-finding evidence.

The Safety & Worker’s Compensation Manager, upon review of the PSEBA application and all supporting documentation (the packet) will
forward the packet to the City Attorney for a final review before forwarding to the City Manager for review and determination.

5. **City Manager’s Determination of Eligibility**
   After receipt of the recommendation of the Safety & Worker’s Compensation Manager, the City Manager will review the facts contained in the application, supporting materials and any other information gathered through any additional fact-finding. Based on this review of facts, the City Manager will make a final determination regarding the applicant’s eligibility for PSEBA benefits.

6. **Notice of City Manager’s Determination**
   Not later than 45 days after receipt of the recommendation of the Safety & Worker’s Compensation Manager, the City Manager will advise the applicant, in writing, of the City Manager’s determination.

**Health Insurance Benefits During the Pendency of a PSEBA Application**

During the processing and review of the PSEBA application, the applicant may remain on the City’s health insurance plan. But, the applicant shall be responsible for payment of 100% of the health insurance premium. For those applicants wishing to continue their health insurance during the pendency of their PSEBA application health insurance premiums shall be deducted from the PSEBA applicant’s pension check until such time as a determination has been made.

If the City Manager grants PSEBA benefits and the eligible recipient elected to continue on the City’s health insurance plan while the PSEBA application was being reviewed, the City will reimburse the PSEBA benefit recipient for any health insurance premiums paid during the period beginning on the date on which the City became obligated to provide PSEBA benefits to the eligible recipient, and ending on the date of the City’s first premium payment after the City Manager’s determination; provided, however, that any reimbursement by the City will not exceed the pro rata amount of the City’s basic group health insurance plan monthly premium multiplied by the number of months, or parts thereof, within the same period. The City will pay any such reimbursement not later than 60 calendar days after the date of the City Manager’s determination. There shall be no reimbursement of health insurance premiums if the eligible recipient did not elect to continue on a City health insurance plan while the PSEBA application was being reviewed.

If the City Manager denies PSEBA benefits, the applicant may remain on the City’s health insurance plan pursuant to COBRA or state insurance statutes; however, the applicant will be responsible for the payment of 100% of the health insurance premium cost.
All records pertaining to the administrative process will be held in a separate file in the applicant’s name within the Administrative Services Department/Human Resources Division of the City of Evanston. Requests for such file shall be made in accordance with the requirements of the Freedom of Information Act.

**Health Insurance Benefits if PSEBA Benefits Are Granted**

If an applicant is awarded health insurance benefits pursuant to PSEBA, the following provisions apply:

1. **City of Evanston Insurance Plan**
   
   If the City of Evanston approves the PSEBA application and awards health insurance benefits under PSEBA, the City’s specifically designated base HMO insurance plan is the employer’s basic group health insurance plan offered. The basic group health insurance plan will be determined annually by the City at the start of the benefit open enrollment period. The City reserves the right to change the basic group health insurance plan offered to persons eligible for health insurance benefits under PSEBA or those already receiving PSEBA benefits. This Policy will be administratively amended if the City decides to change the basic group health insurance plan offered to persons who are awarded health insurance benefits under PSEBA. If the applicant, or current PSEBA recipient, chooses to enroll in any plan other than the basic group health insurance plan offered by the City of Evanston, the applicant, or current PSEBA recipient, must pay the difference in insurance premiums. Health insurance coverage under the Act does not include any supplemental coverage such as dental insurance, optical insurance or life insurance. If such supplemental coverage(s) are available, they may be continued by the eligible recipient at his/her own cost. If health insurance benefits under the Act are not awarded, the public safety employee may continue to remain on a City health insurance plan if allowed to do so under City policy, however he/she will be responsible for 100% of the health insurance premium cost. If the public Safety employee chooses not to remain on a City health insurance plan, he/she may be eligible to continue health insurance coverage under applicable laws as defined under COBRA.

2. **Other Health Insurance Benefits**

   Pursuant to PSEBA, health insurance benefits payable from another source will reduce the benefits payable from the City. Each PSEBA applicant or benefit recipient claiming full health insurance benefits from the City’s basic group health insurance plan will be required to sign an affidavit attesting that he or she is not eligible for insurance benefits from any other source.

   It is the responsibility of the PSEBA benefit recipient to notify the City of Evanston within 30 days of any changes to other sources of health
insurance benefits, and to otherwise comply with all applicable reporting and information requests and requirements. Any PSEBA benefit recipient who receives health insurance benefits from the City, and whose City-paid premiums should have been reduced because of health insurance payable from another source, will be required to reimburse the City for the difference between the premiums actually paid by the City and the reduced premiums that the City should have paid. The City reserves the right to annually require any PSEBA benefit recipient to provide an affidavit attesting to any other health insurance available or payable to the PSEBA benefit recipient, the recipient’s spouse or to the recipient’s dependent children.

Effective Date:

Signature: ________________________________________________________

Wally Bobkiewicz, City Manager
To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director
Edgar Cano, Public Services Bureau Chief
Sat Nagar, P.E., Senior Project Manager

Subject: Resolutions 67-R-19 Authorizing Motor Fuel Tax Funds Transfer for General Maintenance of Streets

Date: June 28, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 67-R-19, by which City Council would authorize the City Manager to transfer $982,897 in 2019 of Motor Fuel Tax (MFT) Funds for the salt purchase, electricity payment and general maintenance of streets by City forces. The fund transfer was approved as part of the 2019 budget.

Funding Source:
Funding will be provided from the Motor Fuel Tax Fund (Account 200.26.5100.66131).

Livability Benefits:
Built Environment: Promote diverse transportation modes
Health & Safety: Promote healthy and active lifestyles

Background:
The MFT Fund is distributed to municipalities through the Illinois Department of Transportation (IDOT). The MFT allotment amount is based on population of the municipality and is collected as part of the gasoline tax through the Department of Revenue. MFT Funds are held for the Municipalities by IDOT as an unobligated balance in the City’s MFT account. The City Council of the municipality must approve a resolution in order to make use of the unobligated balance.

The MFT Fund has been used by the City for several years for general maintenance of streets. General maintenance of streets performed by City forces consists of street asphalt and concrete patching, street cleaning, and snow and ice removal. Beginning this year the City will use the MFT Funds to purchase salt and pay for the street light electricity usage to reduce the general fund expenses. Even though the City Council...
approves the use/ transfer of these funds as part of the budget, the attached resolution
needs approval pursuant to State regulations authorizing MFT Fund transfers to the
General Fund. The Public Services Bureau of the Public Works Agency documents the
record of the expenditures on street maintenance and transmits them annually to IDOT
for approval.

Attachments:
Resolution 67-R-19
IDOT Resolution
A RESOLUTION

Authorizing the City Manager to sign a Resolution for Maintenance of Streets and Highways in order to transfer funds Previously Allocated in the 2019 Fiscal Year Budget from the Motor Fuel Tax fund to the General Fund for the General Maintenance of Streets

WHEREAS, the City of Evanston is a home rule unit of government and operates under the Budget Officer form of Illinois governmental budgeting; and

WHEREAS, the City Council previously approved the 2019 fiscal year budget, which included a fund transfer from the Motor Fuel Tax fund (“MFT Fund”) to the City’s General Fund for the purpose of general maintenance of streets by City staff for street cleaning and snow and ice removal; salt purchase and electricity payment; and

WHEREAS, the MFT Fund is distributed to the City through the Illinois Department of Transportation (“IDOT”) and held by IDOT for the City as an unobligated balance in the City’s MFT Account; and

WHEREAS, the City Council must approve the attached Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, in order to transfer the unobligated balance of the MFT Fund to the General Fund for general maintenance of streets (the “IDOT Resolution”),

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

SECTION 1: That the City Manager is hereby authorized and directed to sign and the City Clerk authorized and directed to attest on behalf of the City the IDOT
Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code, the IDOT Resolution is attached as Exhibit A.

**SECTION 2:** That the City Manager shall direct the Municipal Budget Officer to make said transfer promptly. That the City Budget Officer is authorized to transfer the MFT Fund to the General Fund for the purpose of general maintenance of streets in the City of Evanston in the principal amount of $982,897 (nine hundred eighty-two thousand eight hundred ninety seven dollars).

**SECTION 3:** That the uses and expenditures from the General Fund for general maintenance of streets within the City are all for lawful corporate purposes.

**SECTION 4:** That this Resolution, 67-R-19, shall 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:  
_______________________________  
W. Grant Farrar, Corporation Counsel

Adopted: _________________, 2019
EXHIBIT A

IDOT Resolution for Maintenance of Streets and Highways by the Municipality under the Illinois Vehicle Code
Resolution for Maintenance
Under the Illinois Highway Code

Resolution Number 67-R-19
Resolution Type Original
Section Number 19-0000-00-GM

BE IT RESOLVED, by the Council of the City of Evanston Illinois that there is hereby appropriated the sum of Nine hundred eight-two thousand eight hundred ninety seven dollars ($982,897.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/19 to 12/31/19.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, ___________________________, Clerk in and for said City of Evanston in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Evanston at a meeting held on _______ Day of _______ Month, Year.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Printed 07/02/19
BLR 14220 (Rev. 02/08/19)
Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number
Insert the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box, choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number
Insert the section number of the improvement covered by the resolution.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County, Council or President and Board of Trustees for a City, Village or Town.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Resolution Amount
Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ()

Beginning Date
Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.

Ending Date
Insert the ending date of the maintenance period.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Name of Clerk
Insert the name of the LPA Clerk.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County, Council or President and Board of Trustees for a City, Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Day
Insert the day the Clerk signed the document.

Month, Year
Insert the month and year of the clerk's signature.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation representative shall sign and date here upon approval.

Three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

Printed 07/02/19
Memorandum

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

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

Subject: Resolution 70-R-19, Authorizing the Use of Emergency Contract Procedures for Civic Center Boiler System Repairs

Date: July 8, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 70-R-19, authorizing the use of emergency contract procedures for Civic Center Boiler System Repairs. The City Manager will execute a contract for these repairs with Great Lakes Plumbing and Heating Company (4521 West Diversey Avenue, Chicago, IL 60639) in the amount of $119,400.

Funding Source:
Funding is available from the Capital Improvement Fund 2019 General Obligation Bonds from the line item for Facilities Contingency (Account 415.40.4119.65515 – 619022). This line item has an FY 2019 budget of $300,000 with a remaining balance of $232,810.

Livability Benefits:
Built Environment: Enhance public spaces
Climate & Energy: Improve energy and water efficiency
Health & Safety: Enhance resiliency to natural & human hazards

Background Information:
On April 20, 2019, the boiler system at the Civic Center experienced a failure, which caused damage to a number of components in the system. The feedwater tank provides water to the boilers to be turned into steam heat. This tank developed a leak, which lowered the water level in the boilers, causing damage to the boiler shell, as well as other miscellaneous components.
On July 9, 2018, City Council awarded the Civic Center HVAC Architectural/Engineering Services to Grumman/Butkus Associates to evaluate the existing heating and cooling systems and develop a plan for rehabilitation. This study is nearly complete. Because of their familiarity with the system, staff requested Grumman/Butkus to prepare simple contract documents for this emergency repair work as Change Order No. 1 to their contract. This change order was in the amount of $3,900. Grumman/Butkus has now provided the contract documents.

Analysis:
Staff is requesting waiver of the standard purchasing procedures in order to expedite the repairs. The long lead times of the equipment, especially the feedwater tank which is estimated to take 12 weeks to be delivered, is jeopardizing the ability of the work to be completed in time to turn on the boiler system in the fall.

The following process was used:
1. Staff solicited five quotes from contractors instead of following the normal open bid process.
2. A letter of intent was sent to the contractor with the lowest cost. This allows the contractor to start the pre-construction process without a finalized contract. This includes preparing shop drawings, hiring sub-contractors, and purchasing materials.

The following is a list of the contractors that were solicited for pricing and the costs to perform the work:

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Great Lakes Plumbing &amp; Heating</td>
<td>4521 West Diversey Avenue Chicago, IL 60639</td>
<td>$119,400</td>
</tr>
<tr>
<td>Amber Mechanical Contractors, Inc.</td>
<td>11950 South Central Avenue Alsip, IL 60803</td>
<td>$178,000</td>
</tr>
<tr>
<td>State Mechanical Services</td>
<td>535 Exchange Court Aurora, IL 60504</td>
<td>Non-Responsive</td>
</tr>
<tr>
<td>Flader Plumbing and Heating Co.</td>
<td>3004 Central Street Evanston, IL 60201</td>
<td>Non-Responsive</td>
</tr>
<tr>
<td>John J. Cahill Inc.</td>
<td>1515 Church Street Evanston, IL 60201</td>
<td>Non Responsive</td>
</tr>
</tbody>
</table>

The City has not worked with Great Lakes Plumbing & Heating prior to this, but staff has checked their references and found them to be good. Staff recommends awarding the contract to Great Lakes Plumbing & Heating for $119,400.

This project was not budgeted and will need to be paid from Facilities Contingency. Other work that has been funded from Facilities Contingency in FY 2019 is shown below:
### Legislative History:
None

### Attachments:
Resolution 70-R-19

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lagoon Building Door Replacement</td>
<td>$ 34,560</td>
</tr>
<tr>
<td>Fire Station No. 2 Fire Alarm Control Panel Replacement</td>
<td>$ 9,150</td>
</tr>
<tr>
<td>Civic Center Boiler Repair – Engineering Services</td>
<td>$ 3,900</td>
</tr>
<tr>
<td>Fleetwood-Jourdain Gym Floor Asbestos Testing</td>
<td>$ 30</td>
</tr>
<tr>
<td>Fleetwood-Jourdain Gym Floor Base removal</td>
<td>$ 4,480</td>
</tr>
<tr>
<td>Fleetwood-Jourdain Gym Floor Repair</td>
<td>$ 15,070</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 67,190</strong></td>
</tr>
</tbody>
</table>
70-R-19

A RESOLUTION

Authorizing the Use of Emergency Contract Procedures for Civic Center Boiler System Repairs

WHEREAS, Section 1-17-1 “Purchases of Good or Services” of the Evanston City Code of 2012, as amended, (the “City Code”) outlines the purchasing procedures for goods and services to be utilized to conduct the affairs of the City; and

WHEREAS, in limited circumstances constituting an emergency, which is defined as “[w]ork necessitated by an imminent threat to the property of the city or the health, safety, or welfare of its citizens”, the City does not follow the formal bidding process and authorized to receive quotes for the goods or services; and

WHEREAS, on April 20, 2019, the Civic Center boiler system experienced a failure in the feedwater tank, which is an essential component of a boiler system; and

WHEREAS, the City Manager authorized staff to receive quotes for a new feedwater tank, which will take approximately 12 weeks to order, and City staff cannot turn on the boiler this fall, until such time the new feedwater tank is installed; and

WHEREAS, upon receipt of 5 quotes for pricing, City staff is ready to award the purchase order to Great Lakes Plumbing & Heating Company for a total cost of $119,400; and

WHEREAS, funding for this project will be provided from the Capital Improvement Project (“CIP”) 2019 General Obligation Bonds for Facilities Contingency, which was budgeted at Three Hundred Thousand Dollars ($300,000.00) for 2019,
NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:

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

SECTION 2: The City Council finds that an emergency situation is
present; the Civic Center must receive heat next fall and the anticipated time frame to
procure the necessary feedwater tank is time sensitive. Therefore, the City Council
authorizes that the City Manager to enter into a contract with Great Lakes Plumbing &
Heating Company for $119,400 for the emergency purchase of a feedwater tank system
for the Civic Center boiler system.

SECTION 3: The City Manager is hereby authorized and directed to
negotiate any additional conditions that he deems to be in the best interests of the City.

SECTION 4: That this Resolution 70-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 Mayor and Members of the City Council  
Members of the Administration and Public Works Committee  

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

Subject: Resolution 71-R-19, Authorization to Execute Memorandum of Understanding with Northwestern University for Beach Access and Use at Lincoln Street Beach  

Date: June 28, 2019  

Recommended Action:  
Staff recommends that City Council adopt Resolution 71-R-19, authorization to execute a memorandum of understanding by and between the City and Northwestern University for operations at the beach located at end of Lincoln Street.  

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

Summary:  
Northwestern University and the City seek to memorialize the understanding between the parties relative to the operation of the beach at the end of Lincoln Street. The main terms of the agreement address beach hours, staffing, maintenance, and patron access. Below is a summary of the main points:  

- Beach season is defined as: Tuesday after Memorial Day and ending on the first Monday of September.  
- Northwestern University will be providing lifeguards and other appropriate staff for the beach, at their expense.  
- The City will clean and comb the beach once per week and will test the water quality for beach patrons.  
- City residents and guests will be able to utilize their beach tokens for the beach and other users without tokens can pay cash for use of the beach.  
- Parking is available at the parking garage adjacent to the beach.  
- The agreement term is 10 years.  

Attachments:  
Resolution 71-R-19  
Memorandum of Understanding
A RESOLUTION

Authorizing the City Manager to Sign a Memorandum of Understanding with Northwestern University for Use of the Beach at Lincoln Street and Campus Drive

WHEREAS, Lake Michigan and its beachfront area is a community-wide source of reactional opportunities in the City of Evanston; and

WHEREAS, the City of Evanston and Northwestern University desire to set forth certain operational and logistical considerations with respect to the sandy beach and its immediate waters located at the end of Lincoln Street Beach to the North of Northwestern’s Ryan Fieldhouse and Walter Athletics Center and to the South of the City’s Water Treatment Facility (the “Beach”); and

WHEREAS, the City Council hereby finds that providing reactional opportunities on the lakefront and addressing Beach access and use is in the best interests of the City,

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

SECTION 1: The foregoing recitals are incorporated herein by reference as though fully restated.

SECTION 2: The City Manager is hereby authorized to sign the Memorandum of Understanding between the City and Northwestern University, attached hereto as Exhibit 1 and incorporated herein by reference.
SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the MOU as he may determine to be in the best interests of the City and in a form acceptable to the Corporation Counsel.

SECTION 4: Resolution 71-R-19 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_________________________________
Stephen H. Hagerty, Mayor

Attest: Devon Reid, City Clerk

Approved as to form: ____________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: __________________, 2019
EXHIBIT 1

Memorandum of Understanding Between the City of Evanston and Northwestern University
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is effective as July [__], 2019 (the “Effective Date”), by and among NORTHWESTERN UNIVERSITY, an Illinois corporation (“Northwestern”), and THE CITY OF EVANSTON, a municipal corporation (the “City”). Northwestern and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. WHEREAS, Northwestern and the City have a long history of working together to enhance and support the Evanston community through various collaborative efforts.

B. WHEREAS, in furtherance of the Parties continued cooperation with respect to the Evanston community, the Parties desire to set forth certain operational and logistical considerations with respect to the sandy beach and its immediate waters located at the end of Lincoln Street Beach to the North of Northwestern’s Ryan Fieldhouse and Walter Athletics Center and to the South of the City’s Water Treatment Facility (the “Beach”).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are acknowledged to be accurate and are incorporated herein by reference.

2. Beach Schedule.
   a. The Parties’ rights and obligations set forth in this Memorandum shall be applicable each year of the term during the period commencing on the Tuesday after Memorial Day and ending on the first Monday of September of the same year, subject to availability of staff and the Lifeguard (the “Beach Season”).
   b. Subject to the terms of this Memorandum, during the Beach Season, the Beach generally may be accessed by authorized Beach patrons from 10:30 a.m. until 7:30 p.m. when the Beach is open, subject to availability of staff and the Lifeguard (the “Beach Hours”).
   c. Northwestern will, at its own cost, use commercially reasonable efforts to provide as a courtesy adequate individuals to serve as an attendant at the Beach (the “Lifeguard”) during the Beach Hours. Neither party is responsible for the health, well-being or security of any individual or property at the Beach, whether the Beach is open or closed.
   d. Notwithstanding anything herein to the contrary, the Beach shall be deemed closed and access to the Beach shall be deemed prohibited (and no lifeguard shall be present) (i) during the non-Beach Season, (ii) during non-Beach Hours, (iii) when the Lifeguard is not present or there are other insufficient staffing levels, (iv) in the event of inclement weather, low air or water temperatures, sandy area is flooded, poor water quality, dangerous water or beach conditions, or any other condition that may affect the health or safety of any patron, (v) Dillo Day, (vi) staff training days, (vii) during any period Northwestern is performing any maintenance, construction or repairs to the Beach or any improvements, facilities or structures located on, near or adjacent to the Beach, (viii) for any portion and period for which Northwestern provides the City written notice of an event or other reservation, or (ix) as required by applicable law, ordinance, rule, regulation or policy. To the extent a decision of any of the above requires discretion, such decision shall be made in Northwestern’s sole discretion. Northwestern shall not be required to announce, inform, lock or otherwise prohibit access when the Beach is closed, but in its sole discretion may do so.

3. Beach Parking.
   a. Northwestern agrees that, during Beach Hours, authorized Beach patrons may park in Northwestern’s North Parking Garage located at 2311 Campus Drive on a first-come, first-served basis, utilizing any open and non-reserved parking when such garage is open and available. There shall be no fee to authorized Beach patrons for parking in this garage on the weekends or after 4:00 p.m. on weekdays. At all other times, there shall be an $8.00
b. Upon 30 days’ notice to the City, Northwestern may terminate any or all parking rights herein, or otherwise adjust locations, permitted spaces, hours and fees.

4. **Beach Admission.** All patrons shall enter the Beach through the dedicated entrance area to be established by Northwestern. Northwestern agrees to use commercially reasonable efforts to either: (a) confirm a public patron presents a beach token, (b) punch, obliterate or otherwise mark a “teen beach pass” of a public patron or (c) collect the admission fare in cash from the public patron. This task may be performed the Lifeguard or another individual. Northwestern may, but shall not be required to, question or verify any person’s health, fitness, sobriety, age, residency or authenticity of any token or “teen beach pass.” The rates for daily admission of public patrons are: $8.00 for persons 12 years old and older and $6.00 for persons 11 years old and younger. There shall be no charge for public patrons less than one year of age. Northwestern may update the public patron admission rates by providing the City with 30 days’ written notice thereof. Northwestern may deny admission to any person appearing intoxicated, having a contagious disease or otherwise being infectious. For all other non-public patrons, including Northwestern students, employees, faculty, staff, gym members, visitors, guests, invitees, camp or event attendees, etc., Northwestern reserves the right to regulate the Beach, and the usage thereof and admission thereto, in its sole and absolute discretion, and this Memorandum does not cover the subject matter thereof.

5. **Additional City Obligations.** During the Beach Season, the City shall, at its own cost and expense, also be required to:
   a. clean and comb the entire Beach with a rake machine on a regular basis, but no less frequently than once per week;
   b. test daily the Beach’s waters for health and safety, including bacteria testing, and inform Northwestern immediately of any negative or adverse results;
   c. inform Northwestern immediately upon any recommended beach closing and other health and safety matters; and
   d. update its documentation and websites to accurately reflect the terms hereof (to the extent such documentation or websites contain conflicting information).

6. **Beach Usage and Operations.**
   a. All patrons shall comply with all applicable laws and all of Northwestern’s rules, regulations and policies (as promulgated and amended by Northwestern from time to time) relating to the Beach and the North Parking Garage, whether or not notified or posted. Additionally, all patrons shall comply with the following, whether or not notified or posted:
      i. Use of the Beach and the North Parking Garage is at each person’s own risk. Northwestern shall have no liability for any injury, death, loss or damage to any individual, vehicle or other property.
      ii. Except for any service animals, no dogs, pets or other animals shall be permitted.
      iii. Persons under the age of 18 must be accompanied and properly supervised by a competent person of 18 years of age or older at all times and places. Persons not toilet-trained shall wear tightly fitted rubber or plastic bottoms.
      iv. Only the sandy beach area near the water shall be used, and patrons shall not enter the dune-lands, grasslands or other vegetative or protected area. Only the designated waters at the Beach shall be used for recreational swimming only (no rough play, throwing, diving, “chicken”, etc). Northwestern may, but is not required to, rope-off, install buoys or otherwise mark-off such sandy and water areas.
      v. The Beach shall not be used as a launch, mooring, buoy, or dock for any kind of motorized or non-motorized watercraft, including without limitation, any boat, kayak, paddleboard, sailboat, jet ski, hover board, kites, board, boogie board, surfboard, wave runner, or any other similar watercraft or equipment, and no such watercraft or equipment shall be permitted at the Beach. For the avoidance of doubt, this provision and Memorandum does not apply to the Northwestern Sailing Center.
      vi. Each of the following shall be prohibited: smoking, vaping, fires, grills, barbecues, cooking, alcoholic beverages, glass containers, littering, food/drink/gum in the water, drinking lake water, feeding wildlife, digging big holes, not filling in holes when finished, inflatable and flotation devices (other than U.S. Coast Guard approved lifejackets), going on the breakwalls or rocks, going on lifeguard stand or boat, loud or obscene music, hunting, fishing, netting, trapping, soliciting, loitering, nudity, commercial photography, scuba diving, snorkeling, use of masks, food and drink (other than in a designated permitted area), and sports, ball playing, frisbee, kite flying, etc. (other than in a designated permitted area).

   b. Northwestern may, but is not required to:
i. enforce, inspect matters related to, or install signage regarding any of the above in Section 6(a);

ii. restrict or deny access to any person not complying with any of the above in Section 6(a);

iii. provide any form of police, security or safety operations at the Beach or the North Parking Garage; and

iv. provide access to bathrooms, drinking fountains or showers.

7. Term. The term of this Memorandum shall be for ten years, or until earlier terminated by either Party as provided herein. Either Party may terminate this Memorandum upon written notice to the other Party effective: (a) immediately between September 10 of the then-current year and April 30 of the following year, (b) within 10 days of such notice of a material breach hereunder if not cured in such 10 days, (c) within 30 days of such notice of a non-material breach hereunder if not cured in such 30 days, or (d) an act of force majeure lasting longer than 45 days. The provisions of Sections 7 - 11 shall survive any termination or expiration of this Memorandum.

8. Notices. Each notice required under this Memorandum (herein collectively "Notice") shall be in writing and effective when delivered, and shall be personally delivered or mailed, postage prepaid, return receipt requested, via next day delivery by UPS, FedEx, DHL or USPS via certified or registered mail to the following addresses (or to such other address as either Party may designate by written notice to the other):

If to the City:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: City Manager

with copy to:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Corporation Counsel

With a copy to:

City of Evanston
2100 Ridge Avenue
Evanston, Il 60201
Attn: Director of Parks, Recreation and Community Services

If to Northwestern:

Northwestern University
633 Clark Street
Evanston, Illinois 60208
Attn: Senior Vice President for Business and Finance

with copy to:

Northwestern University
Office of General Counsel
633 Clark Street
Evanston, Illinois 60208
Attn: General Counsel

9. Not an Easement or Public Dedication; Authorizations.
   a. Notwithstanding anything herein to the contrary, and for the avoidance of doubt, nothing herein shall be deemed to: be an easement, lease or license to any individual, entity, municipality or the general public; confer any rights, title, interests or benefits upon or in favor of any individual, entity, municipality or the
be a gift or dedication of any portion of the Beach to any individual, entity, municipality or the general public; or a specific right to any individual, entity, municipality or the general public to use the Beach or the North Parking Garage, other than the general rights of use in common with all other individuals and members of the general public as expressly contemplated by this Memorandum; it being the intention of the Parties that this Memorandum shall be strictly limited to and for the purposes herein expressed, and for no other use or purpose. The City shall not record this Memorandum or any summary thereof.

b. To the extent the consent, authorization or approval of or license from, or notice to, the City is required with respect to this Memorandum or its subject matter, then the City hereby acknowledges and agrees that its execution of this Memorandum shall be deemed to have satisfied any such consent, authorization, approval, license or notice requirement. To the extent the consent, authorization or approval of or license from, or notice to, any third party or other governmental authority (including Cook County or the State of Illinois) is required with respect to this Memorandum or its subject matter, then the Parties agree to reasonably cooperate with each other to obtain such consent, authorization, approval or license or give such notice.

10. **Waiver.** Except with respect to Section 8 above, each Party hereby forever waives and releases any and all claims, demands, or causes of action it may have, known or unknown, against the other in any way related to this Memorandum.

11. **Miscellaneous.**
   a. This Memorandum shall be exclusively governed by and construed in accordance with the laws of Illinois, excluding its choice or conflict of law principles. All disputes and claims relating to this Memorandum not resolved between the Parties shall be resolved exclusively by binding arbitration applying Illinois law and administered by the International Institute for Conflict Prevention & Resolution in accordance with its arbitration rules, unless a different arbitrator is mutually agreed upon by the parties. The place of any such arbitration shall exclusively be Evanston, IL.
   
   b. The Parties are and shall be independent contractors and this Memorandum shall not be construed to create any relationship of partnership, joint venture or other similar relationship. Neither Party shall be liable for any failure of or delay in the performance of this Memorandum for the period that such failure or delay is due to force majeure, including: war, terrorism, riots, fire, flood, tornado, earthquake, lightning, other acts of God, explosion, strikes, labor disputes, acts of state or governmental action prohibiting or impeding any party from performing its respective obligations hereunder, or any other reason beyond the reasonable control of such Party. In no event and under no theory of liability shall either Party be liable to the other Party for incidental, indirect, consequential or special damages, or for more than the lesser of its insurance coverage and $1,000,000.
   
   c. This Memorandum constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, with respect thereto. This Memorandum may only be amended, modified or supplemented in writing signed by each Party; provided, however, that Northwestern may unilaterally amend this Memorandum in order to reflect any applicable law, rule, regulation or licensing requirement, or change thereof, and shall give the City written notice thereof. This Memorandum shall equally apply to any successor or permitted assign of any Party. No Party may assign or delegate its rights or obligations hereunder without the prior written consent of the other Party. This Memorandum does not confer any right, benefit or remedy upon any individual, entity or municipality that is not a Party hereto. If any provision of this Memorandum is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Memorandum, and the Parties shall negotiate in good faith to modify this Memorandum so as to effect the original intent of the Parties as closely as possible. No failure or delay in exercising any right or remedy shall be a waiver thereof. No waiver shall be effective unless in writing and signed by the party so waiving. This Memorandum may be executed in counterparts and delivered by electronic means (fax, email, docusign).
IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the Effective Date.

NORTHWESTERN UNIVERSITY

By: ____________________________
Name: Craig Johnson
Title: Senior Vice President for Business and Finance

THE CITY OF EVANSTON

By: ____________________________
Name: Wally Bobkiewicz
Title: City Manager
Memorandum

To: Chairman and Members of the Administrative & Public Works Committee

From: Ike C. Ogbo, Interim Director, Health & Human Services Department

Subject: Resolution 75-R-19, Accepting a Grant from the Illinois Housing Development Authority's Abandoned Residential Property Municipal Relief Program

Date: July 1, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 75-R-19, accepting a grant from the Illinois Housing Development Authority (IHDA) Abandoned Residential Property Municipal Relief Program.

Funding Source:
Illinois Housing Development Authority (IHDA) has provided $75,000 in funding to address property maintenance issues at registered vacant properties. Funds will be provided through an account approved by IHDA.

Livability Benefits:
Health and Safety: Improve Health Outcomes

Summary:
The City of Evanston has been awarded $75,000 to use as funds to assist with the maintenance and demolition of abandoned properties. These funds are provided by the State of Illinois and facilitated through the Illinois Housing Development Authority (IHDA).

The recent demolitions of the long neglected vacant buildings previously located at 1729 Dodge and 2020 Green Bay were funded by this grant.
Funds will be used to address vacant housing for specific activities such as:

a) Cutting of neglected weeds or grass
b) Trimming of trees or bushes and removal of nuisance bushes and trees
c) Extermination of pests or prevention of the ingress of pests
d) Removal of garbage, debris and graffiti
e) Boarding up, closing off or locking windows or entrances or otherwise making the interior of the building inaccessible to the general public
f) Surrounding part or all of an abandoned residential property’s underlying parcel with a fence or wall or otherwise making part or all of the abandoned residential property’s underlying parcel inaccessible to the general public
g) Demolition of abandoned residential property
h) Rehabilitation of abandoned residential property

Attachments
Resolution 75-R-19
Funding Agreement
Incumbency Certificate
Evanston’s Vacant Property List
7/1/2019

75-R-19

A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY’S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM

WHEREAS, the City of Evanston (the “Sponsor”) has been awarded a grant of seventy-five thousand dollars ($75,000) (the “Grant”) from the Illinois Housing Development Authority (the “Authority”) program administrator of the Abandoned Residential Property Municipal Relief Program (the “Program”), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient’s area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that Wally Bobkiewicz as City Manager of the Sponsor is hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, including the Incumbency Certificate attached as Exhibit A, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.
FURTHER RESOLVED, that the City Manager be and hereby is authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

_______________________________
Stephen H. Hagerty, Mayor

Attest: 

_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: __________________, 2019
# Exhibit A

## INCUMBENCY CERTIFICATE

The following named individuals have been duly appointed and/or elected and are now fulfilling the office set forth after his name, with all the powers attached thereto; the signature after his name is the genuine signature of such individual:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen H. Hagerty</td>
<td>Mayor</td>
<td></td>
</tr>
<tr>
<td>Devon Reid</td>
<td>City Clerk</td>
<td></td>
</tr>
<tr>
<td>Wally Bobkiewicz</td>
<td>City Manager</td>
<td></td>
</tr>
</tbody>
</table>

Dated: __________, 2019

City of Evanston, an Illinois municipal corporation

By:

_________________________

Devon Reid, City Clerk
PROGRAM FUNDING AGREEMENT

This PROGRAM FUNDING AGREEMENT (this “Agreement”), made and entered into as of the ___ day of ______________, 2019, by and between CITY OF EVANSTON, an Illinois unit of local government (“Recipient”) and the Illinois Housing Development Authority (the “Authority”) a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the “IHDA Act”).

W I T N E S S E T H:

WHEREAS, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the “Rules”), the Authority may provide Funds to municipalities, counties and land banks in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

WHEREAS, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Seventy-Five Thousand and 00/100 Dollars ($75,000.00) (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient’s jurisdiction (the “Project”) and for no other purpose; and

WHEREAS, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation. The foregoing recitals are made a part of this Agreement.

2. Act and Regulations. The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. Definitions:

   “Abandoned Property Program” shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

   “Abandoned Residential Property” shall have the meaning ascribed to it in the Rules.

   “Application” shall mean the application for the Funds completed by the Recipient.
“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of May 24, 2019.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean August 2, 2019.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

4. **Commencement.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within five (5) Business Days after the Termination Date.

5. **Project Requirements.** In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

a. Report data-points and financials to Authority, as set forth herein.

b. Use funds for Eligible Uses as ascribed in Rules.

c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes
delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer’s or employee’s official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) $100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide ACH deposit instructions for the Bank Account (as defined in Paragraph 8.f hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient’s performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient’s performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to Paragraph 11 hereof.

6. Additional Covenants. The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient’s knowledge, information and belief to the following:

a. that Recipient is an eligible recipient of the Funds based on Section 381.201 of the Rules;

b. that all properties within the definition of Project as defined herein are Abandoned as defined in Section 381.202 of the Rules;

c. that the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates (“Prevailing Wages”) as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. and Recipient shall require that all contractors and subcontractors in connection with the
Project require the payment of Prevailing Wages;

d. that Recipient will comply with all federal, state and local laws, including, but not limited to, historical preservation, environmental and lead based paint laws and regulations; and

e. that any and all third-party vendors procured by the Recipient in connection with the Project have been procured within applicable laws and regulations.

7. Certifications.

a. That all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement;

b. that the Funds shall be used only for the purposes described in this Agreement;

c. that the award of Funds is conditioned upon the certifications as set forth in this Paragraph 7.

8. Disbursement of Funds. Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. Quarterly Disbursements. Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the “Quarterly Disbursement Statement”), as set forth in Paragraph 8.d hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority’s receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient’s performance under the Abandoned Property Program to date and the Recipient’s continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

b. Rejection of Disbursement Statement. If the Authority rejects the Recipient’s Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in Paragraph 20 hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure
any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority’s satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in Paragraph 11 hereof.

c. Disbursement Statements. Each Quarterly Disbursement Statement shall include:

   (i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses occurring on or after January 1, 2017 through the end of that respective quarterly reporting period for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

   (ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

   (iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

d. Documentation Retention. As set forth in Paragraph 12 hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in Paragraph 20 hereof and are available for inspection by the Authority upon the Authority’s request.

e. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the “Bank Account”), established at a bank or other financial institution (the “Bank”) selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority’s request. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

9. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient’s submission of the Quarterly Disbursement Statements as set forth in Paragraph 8 hereof will be sufficient to meet the reporting requirements under this Paragraph 9.
10. **Additional Covenants - Non-Discrimination.**

   a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

   b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-discrimination.

   c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill.Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

   d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

11. **Violation of Agreement.** Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient’s performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in Paragraph 20 hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

   a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;
b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority’s remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority’s other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in Paragraph 8 hereof.

12. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the “Auditor”) shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this Paragraph 12 shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

13. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys’ fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 13 shall survive the provision of the Funds.

14. Drug-Free Workplace. If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Recipient’s Drug Free Workplace Certification (form of which is attached hereto as Exhibit A) is made a part of this Agreement.
15. **Amendment of Agreement.** This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

16. **Partial Invalidity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

17. **Binding on Successors.** This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

18. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

19. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

20. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Legal Department

If to Recipient:

City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Attention: The Honorable Stephen H. Hagerty

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 20.** Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be
served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

21. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

RECIPIENT:

CITY OF EVANSTON,
an Illinois unit of local government

By: _________________________________
Name: _________________________________
Title: _________________________________

ILLINOIS HOUSING DEVELOPMENT
AUTHORITY

By: _________________________________
Name: _________________________________
Its: _________________________________

Exhibit A: Drug-Free Work Place Certification
EXHIBIT A

DRUG FREE WORK PLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Recipient or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Recipient or contractor has certified to the State that the Recipient or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “Recipient” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of $5,000 or more from the State.

The contractor/Recipient certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Recipient's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Recipient's or contractor's policy of maintaining a drug free workplace;
any available drug counseling, rehabilitation, and employee assistance programs; and

the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF EVANSTON,
an Illinois unit of local government

By: _____________________________
Name: _____________________________
Title: _____________________________
### VACANT LIST, EVANSTON

#### ADDRESSES

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Main 2016
McDaniel 1319
McDaniel 1639
Monroe 1113
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Monticello 810
Mulford 1224
Oak 1501 Unit 206
Oak 1740 Unit 406
Oakton 625
Orrington 1906
Reba 705
Seward 1800
South 1118
Stewart 2637
Wesley 748
For City Council Meeting of July 8, 2019

Ordinance 58-O-19, Amending City Code Section 11-2-11 Immobilization Program
For Introduction

Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
   Michael Rivera, Interim Parking Division Manager

Subject: Ordinance 58-O-19, Amending Section (C) of Title 11, Chapter 2,
   Schedule 11 “Immobilization Program”

Date: May 27, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 58-O-19, amending Section (C)
of Title 11, Chapter 2, Schedule 11 “Immobilization Program,” changing the amount of
time a vehicle is immobilized before it is towed and impounded. This ordinance will
increase the time limit from 24 hours to 48 hours.

Funding Source:
N/A

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

Summary:
Currently, when a vehicle is immobilized via a boot or Barnacle, the owner of the vehicle
has 24 hours to remit payment for the associated unpaid parking tickets, as well as the
immobilization fee. If no payment is made, the vehicle is towed and impounded by North
Shore Towing. Ordinance 58-O-19 will give the vehicle owner 48 hours to remit
payment, thus giving them an extra day to come up with the necessary funds to cover
the cost of unpaid parking tickets and immobilization fee.

Background:
Neighboring municipalities vary on their immobilization grace periods, but all fall within
1-3 days. The Villages of Skokie and Morton Grove have a 72-hour grace period, while
the City of Chicago has a 24-hour grace period. Longer grace periods allow the vehicle
owners more time to pay fines and fees, but a longer grace period also allows for more
opportunity for boots and Barnacles to be tampered with. Longer grace periods also
take a toll on the battery life of the Barnacles. The average battery life for a deployed Barnacle is 3-5 days, with that being shorter in times of cold weather. Parking Services has received complaints from residents about immobilized cars being on their street for long periods of time. With a longer grace period, this type of complaint may increase. Currently, Parking Services has 12 Barnacles, and averages approximately 2-3 deployments per day. A longer grace period may result in a shortage of available Barnacles if they are not removed and returned in a timely manner. Staff concludes that a 48-hour grace period is a happy medium to minimize negative impacts to both residents and the immobilization program as a whole.

Attachments:
Ordinance 58-O-19
AN ORDINANCE

Amending City Code 11-2-11, “Immobilization Program” to Extend the Time Period Provided to the Owner Prior to the Vehicle Being Towed and Impounded

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

SECTION 1: Section 11-2-11(C) titled “Immobilization Program” within the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

(C) Upon immobilization of an eligible vehicle, a notice will be affixed to the vehicle in a conspicuous place. Such notice will warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice will also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Subsection (H) of this Section. The notice will also provide information specifying how release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing. If the restraint has not been released within forty-eight (48) twenty-four (24) hours of its placement, the restraint will be released and the vehicle towed and impounded.

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

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.
SECTION 4: Ordinance 58-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  Approved:
Adopted: _________________, 2019  ______________________, 2019

____________________________________
Stephen H. Hagerty, Mayor

Attest:  Approved as to form:

____________________________________
Devon Reid, City Clerk  Michelle L. Masoncup, Corporation Counsel

~2~
Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
      Michael Rivera, Interim Parking Division Manager

Subject: Ordinance 66-O-19, Amending Portions of the Parking City Code
         Regarding Payment Methods

Date: June 17, 2019

Recommended Action:
Staff requests City Council adoption of Ordinance 66-O-19, amending portions City
Code Chapter 10, Sections 5 and 11 to properly reflect all parking payment methods
and zones. The City of Evanston offers a variety of parking options (single space
meters, multi-space pay stations, and ParkEvanston App), as well as payment options
(coins, cash, credit card, web-based applications/wallet) and the City Code must be
updated to reflect these changes.

Livability Benefit:

Background:
Single space meters in Evanston originally were installed to only accept coin payments.
Currently all metered spaces on street or within off-street parking lots can accept
payments via coin, credit card or mobile application. In the fall of 2017, the City began
to remove its single space meters due to a constant need for repairs and replacement.
The City now offers an array of payment types that include single space meters, pay
stations, and mobile app. The City Code currently only refers to payment by coins in
single-space meters that are located directly adjacent to the parking spot, and should be
updated to refer to the variety of parking options that are offered throughout the City.

Attachments:
Ordinance 66-O-19
AN ORDINANCE

Amending Portions of the City Code Amending the City Parking Code

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

SECTION 1: City Code Section 10-5-1, “Parking Meter Zones,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

10-5-1. - PARKING METER ZONES ESTABLISHED.

(A) Parking meter zones are hereby established upon those streets or parts of streets described in Schedule XII, Section 10-11-12 of this Title, in which zones the parking of vehicles upon streets shall be regulated by single space parking meters, multi-space pay stations or web-based payments upon the days and between the hours specified in said Schedule.

(B) The City Manager, traffic engineer, or other person designated by the City Manager is hereby authorized, subject to the approval of the City Council by amendment of Schedule XII, to establish parking meter zones at other locations upon those streets or parts of streets where it is determined upon the basis of an engineering and traffic investigation that the installation of parking meters, pay stations or web-based payments shall be necessary to aid in the regulation, control and inspection of the parking of vehicles.

SECTION 2: City Code Section 10-5-2, “Installation of Parking meters,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

10-5-2. - INSTALLATION OF PARKING METERS AND PAY STATIONS.

(A) The traffic manager Parking Manager shall may install parking meters and pay stations in the parking meter zones established as provided in this Chapter upon the curb immediately adjacent to each designated parking spaces. Said meters
shall be capable of being Parking payments shall be operated, either automatically or mechanically, upon the deposit therein of United States currency, for the full period of time for which parking is lawfully permitted in any such parking meter zone or, in lieu thereof, for the periods of time, upon the deposit therein of a coin or coins of United States currency as specified in Schedule XII, Section 10-11-12 of this Title. Payment may also be made through a web-based transaction for parking in designated parking areas.

(B) Each parking meter shall be so designated, constructed, installed and set that upon the expiration of the time period registered, by the deposit of one or more coins, as provided herein, the it will indicate by an appropriate signal that the lawful parking meter period has expired, and during said period of time and prior to the expiration thereof, will indicate the interval of time which remains of such period. All parking options shall notify the user of the time when the lawful parking session will expire.

(C) All Each parking meter options messaging, whether it be on parking meters, pay stations or web-based transactions, shall bear thereon a legend indicating the days and hours when the requirement to deposit pay coins funds therein shall apply, the value of the coins to be deposited, and the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located.

SECTION 3: City Code Section 10-5-3, “Parking Meter Spaces,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

10-5-3. - PARKING METER-SPACES.

(A) The traffic engineer Parking Manager shall designate the parking space(s) adjacent to for each parking meter, pay station, or web-based payment area for which such meter device is to be used by appropriate markings upon a sign, or the curb and/or the pavement of the street. Parking meter spaces so designated shall be of appropriate length and width so as to be accessible from the traffic lanes of such street.

(B) No person shall park a vehicle in any such designated parking meter space during the restricted or regulated time applicable to the parking meter zone in which such meter is located so that any part of such vehicle occupies more than one such space or protrudes beyond the markings designating such space, except that a vehicle which is of a size too large to be parked within a single designated parking meter zone shall be permitted to occupy two (2) adjoining parking meter spaces when funds coins have been deposited paid in the parking
meter, pay station or web-based application for each space so occupied as is required in this Title for the parking of other vehicles in such space.

SECTION 4: City Code Section 10-5-4, “Deposit of Funds and Time Limits,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

10-5-4. – DEPOSIT PAYMENT OF COINS FUNDS AND TIME LIMITS.

(A) No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter, pay station or web-based payment area has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless funds a coin or coins of United States currency of the appropriate denomination as provided by ordinance shall have been deposited therein, or shall have been previously deposited therein for an unexpired interval of time, and said meter has been placed in operation.

(B) No person shall permit a vehicle within his/her control to be parked in such parking meter space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicated by signal that the lawful parking time in such space has expired. This provision shall not apply to the act of parking or the necessary time which is required to deposit immediately thereafter the necessary funds a coin or coins in such meter.

(C) No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, irrespective of the number or amounts of the funds coins deposited in such meter.

(D) The provisions of this Section shall not relieve any person from the duty to observe other and more restrictive provisions of this Title and the Illinois Vehicle Code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

SECTION 5: City Code Section 10-5-5, “Use of Slugs Prohibited,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

10-5-5. - USE OF SLUGS PROHIBITED.
No person shall deposit or attempt to deposit in any parking meter or pay station any slug, button or any other device or substance as substitutes for coins of United States currency.

**SECTION 6:** City Code Section 10-5-6, “Tampering with Meter,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

**10-5-6. - TAMPERING WITH METER OR PAY STATION.**

No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or pay station.

**SECTION 7:** City Code Section 10-5-7, “Collection of Coins and Dispositions Thereof,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

**10-5-7. - COLLECTION OF COINS FUNDS AND DISPOSITION THEREOF.**

The collection of coins funds from the operation of parking meters, pay stations and web-based payments shall be under the supervision of the City Manager or his/her designee and shall be deposited by him/her with the City collector. Net proceeds from the operation of parking meters, pay stations and web-based payments, after payment of the cost of meters and installation of the equipment thereof, and after payment of maintenance, operation and supervision expenses, shall be used for the acquisition, improvement and operation of public parking facilities, as the City Council may from time to time authorize and direct.

**SECTION 8:** City Code Section 10-11-12, “Schedule XII; Parking Meter Zones,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

**10-11-12. – SCHEDULE XII; PARKING METER ZONES.**

In accordance with Section 10-5-1 of this Title, parking meters, pay stations and web-based payment applications shall have the following rates, time limits, and hours of operation are to be installed on for the following streets or portions of streets or parking lots described below. Meter rates Rates, maximum parking time limits, and hours of operation are to be in effect on all days except New Year’s Day, the official

(A) Two (2) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January, 2020, the rate will be two dollars ($2.00) per hour, between the hours of 8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays:

SCHEDULE XII (A): PARKING METER ZONES

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<td>North</td>
<td>Chicago Avenue to Oak Street</td>
</tr>
<tr>
<td></td>
<td>South</td>
<td>Elmwood Avenue to Oak Street</td>
</tr>
<tr>
<td></td>
<td>South</td>
<td>Benson Avenue to Maple Avenue</td>
</tr>
<tr>
<td>Clark Street</td>
<td>Both</td>
<td>Sherman Avenue to Benson Avenue</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Benson to Maple Avenue</td>
</tr>
<tr>
<td>Davis Street</td>
<td>Both</td>
<td>Hinman Avenue to Maple Avenue</td>
</tr>
<tr>
<td></td>
<td>Both</td>
<td>Maple Avenue to Ridge Avenue*</td>
</tr>
<tr>
<td>Grove Street</td>
<td>Both</td>
<td>Chicago Avenue to Elmwood Avenue</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Elmwood Avenue to Maple Avenue*</td>
</tr>
<tr>
<td>Hinman Avenue</td>
<td>West</td>
<td>Davis Street to first alley south*</td>
</tr>
<tr>
<td>Lake Street</td>
<td>North</td>
<td>Sherman Avenue to first west alley*</td>
</tr>
<tr>
<td>Maple Avenue</td>
<td>Both</td>
<td>Grove Street to Church Street*</td>
</tr>
<tr>
<td>Oak Avenue</td>
<td>East</td>
<td>Davis Street to Church Street*</td>
</tr>
<tr>
<td></td>
<td>West</td>
<td>Davis Street to alley north*</td>
</tr>
<tr>
<td>Orrington</td>
<td>West</td>
<td>Davis Street to Church Street</td>
</tr>
<tr>
<td></td>
<td>East</td>
<td>Church Street to Clark Street</td>
</tr>
</tbody>
</table>
Sherman Avenue | Both | Lake Street to Davis Street
---|---|---
| East | Greenwood Street to Lake Street*
Both | Church Street to University Place
University Place | South | East Railroad to Maple Avenue

*Meters Zones become have 4hr limit from 5-9pm

(H) The following City-owned and -operated parking lots are hereby declared to be parking meter zones for the maximum parking time limits, daily hours, and amounts hereinafter stated:

**SECTION 9:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 10:** This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

**SECTION 11:** 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
For City Council Meeting of July 8, 2019

Item A25

Ordinance 67-O-19, Amending City Code - Two Hour Parking on Lincoln Street

For Introduction

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Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
Michael Rivera, Interim Parking Division Manager

Subject: Ordinance 67-O-19, Amending City Code Section 10-11-18, Schedule XVIII(F) to add Lincoln Street Parking Pilot Program

Date: June 17, 2019

Recommended Action:
The Transportation & Parking Committee recommends City Council adoption of Ordinance 67-O-19, amending City Code Sections 10-11-10 to restrict parking on the 1600 block of Lincoln Street to two hours from 9:00 a.m. to 6:00 p.m. for a period of 6 months.

Livability Benefit:

Background:
At the March 20th Transportation & Parking Committee it was recommended to change the 1600 block of Lincoln Street from No Parking from 7:00 a.m. – 9:00 a.m. to two hour limited parking from 9:00 a.m. – 6:00 p.m. Currently, the parking on this street becomes very crowded with long term/all day parking at/after 9:00 a.m. Allowing for “2 hour only parking” from 9:00 a.m. to 6:00 p.m. will deter people from parking in the residential location all day, and allow for better use for neighboring businesses and homes. The pilot program will run between August 1, 2019 and February 1, 2020.

Attachments:
Ordinance 67-O-19

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237 of 331
67-O-19

AN ORDINANCE

Amending Schedule XVIII(F) of City Code Title 10, Chapter 11, Section 18, Schedule XVIII(F) to add Lincoln Street Parking Pilot Program

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Schedule XVIII(F), “District Six (6),” of Section 10-11-18 of the Evanston City Code of 2012, as amended, is hereby further amended to include the following:

<table>
<thead>
<tr>
<th>SCHEDULE XVIII (F): RESIDENTS PARKING ONLY DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbury Avenue</td>
</tr>
<tr>
<td>Ashland Avenue</td>
</tr>
<tr>
<td>Broadway Avenue</td>
</tr>
<tr>
<td>Chancellor Street</td>
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<tr>
<td>Colfax Street</td>
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<td>Colfax Street</td>
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<tr>
<td>Eastwood Avenue</td>
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<tr>
<td>Eastwood Avenue</td>
</tr>
<tr>
<td>Street Name</td>
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<tr>
<td>------------------</td>
</tr>
<tr>
<td>Jackson Avenue</td>
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<tr>
<td>Jackson Avenue</td>
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<tr>
<td>Jackson Avenue</td>
</tr>
<tr>
<td>Jenks Street</td>
</tr>
<tr>
<td>Lincoln Street*</td>
</tr>
<tr>
<td>Lincoln Street*</td>
</tr>
<tr>
<td>Livingston Street</td>
</tr>
<tr>
<td>Poplar Avenue</td>
</tr>
<tr>
<td>Poplar Avenue</td>
</tr>
<tr>
<td>Rosalie Street</td>
</tr>
<tr>
<td>Woodbine Avenue</td>
</tr>
</tbody>
</table>

The following residents are eligible to apply for and purchase permits for District Six (6):

1. Those residents having a legal address on the streets or portions of streets listed above.

*Between August 1, 2019, and February 1, 2020, parking on the 1600 block of Lincoln Street is restricted to a maximum of two (2) hours between 9:00 a.m. and 6:00 p.m.*
SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

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

SECTION 4: This ordinance will be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 5: 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
To: Honorable Mayor and Members of the City Council
   Administration & Public Works Committee

From: Erika Storlie, Assistant City Manager/Administrative Services Director
      Michael Rivera, Interim Parking Division Manager

Subject: Ordinance 68-O-19, Amending City Code Section 10-11-7, Schedule VII(A) “Passenger Loading Zones, Public Carrier Stops and Stands” to Add a Loading Zone at 602 Davis Street

Date: June 17, 2019

Recommended Action:
The Transportation & Parking Committee recommends City Council to adopt Ordinance 68-O-19, amending City Code Section 10-11-7 – Schedule VII(A) adding a 15 minute passenger loading zone at 602 Davis Street.

Livability Benefit:

Background:
At the March 20th Transportation & Parking Committee it was recommended to change the last parking space to the east on the south side of Davis Street just before Chicago Avenue to a 15 minute loading zone. The Committee raised some concerns about the visibility with truck loading, but as it is already being used as a legal space it meets all of the necessary requirements to be an effective loading zone. This request was made by two businesses, Patisserie Coralie and Gather (the two businesses on the south east side of Davis). The loading zone would not be specific to the aforementioned businesses; any neighboring business would also benefit from the loading zone. Most businesses will have trucks transporting goods, while Gather would have young children being dropped off or picked up for classes.
Attachments:
Ordinance 68-O-19
68-O-19

AN ORDINANCE

Amending City Code Section 10-11-7, Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands,” to Add a Loading Zone at 602 Davis Street

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

SECTION 1: Section 10-11-7(A), Schedule VII(A), “Passenger Loading Zones, Public Carrier Stops and Stands,” of the Evanston City Code of 2012, as amended, is hereby further amended by adding the following:

| Davis Street | Entrance to 602 Davis Street |

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

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

SECTION 4: This Ordinance 68-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 5: If any provision of this Ordinance 68-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 68-O-19 that
can be given effect without the invalid application or provision, and each invalid application of this Ordinance 68-O-19 is severable.

Introduced: _________________, 2019
Adopted: _________________, 2019
Approved: ___________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest: ________________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
Memorandum

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

From: Erika Storlie, Assistant City Manager/Administrative Services Director
   Michael Rivera, Interim Parking Division Manager

Subject: Ordinance 69-O-19, Amending City Code Sections 10-11-12, Parking Zones

Date: June 17, 2019

Recommended Action:
The Transportation & Parking Committee recommends City Council adoption of Ordinance 69-O-19, amending City Code Sections: 10-11-12(A) by adding both sides of Greenwood Avenue from Sherman west to the alley as a 2 hour paid parking zone, and 10-11-12(F) by adding the west side of Sherman Court from Greenwood Avenue north to the alley as a 12 hour paid parking zone.

Livability Benefit:

Background:
At the March 20th Transportation & Parking Committee it was recommended to add both sides of Greenwood Avenue from Sherman Avenue west to the alley, and the west side of Sherman Court from Greenwood Avenue north to the alley as paid parking zones. The business located at 807 Greenwood advised staff that the businesses and customers that use his co-working office space are not able to find parking as the spots are filled up with all day, non-paying vehicles.

Attachments:
Ordinance 69-O-19
69-O-19

AN ORDINANCE

Amending Title 10, Chapter 11, Section 12 “Parking Zones”

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: City Code Section 10-11-12(A), of the Evanston City Code of 2012, as amended, is hereby further amended to add portions of Greenwood Avenue, and read as follows:

(A) Two (2) hour maximum parking limit at a rate of one dollar and fifty cents ($1.50) per hour, effective March 1, 2019 through December 31, 2019 and commencing on January, 2020, the rate will be two dollars ($2.00) per hour, between the hours of eight o’clock (8:00) A.M. to nine o’clock (9:00) P.M. Monday through Saturday and one o’clock (1:00) P.M. to nine o’clock (9:00) P.M. on Sundays:

<table>
<thead>
<tr>
<th>SCHEDULE XII (A): PARKING METER ZONES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Name</td>
</tr>
<tr>
<td>Greenwood Avenue</td>
</tr>
</tbody>
</table>

SECTION 2: City Code Section 10-11-12(F), of the Evanston City Code of 2012, as amended, is hereby further amended to add portions of Sherman Court, read as follows:

(F) Twelve (12) hour maximum parking limit at rate of fifty cents ($0.50) per hour:

<table>
<thead>
<tr>
<th>SCHEDULE XII (F):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Name</td>
</tr>
<tr>
<td>Sherman Court</td>
</tr>
</tbody>
</table>
**SECTION 3:** The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**SECTION 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5:** This Ordinance 69-O-19 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 6:** If any provision of this Ordinance 69-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 69-O-19 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 69-O-19 is severable.

Introduced: _________________, 2019  
Approved: _________________, 2019

Adopted: _________________, 2019  
_____________________________

_______________________________
Devon Reid, City Clerk

_______________________________
Michelle L. Masoncup, Corporation Counsel

Attest: 

_______________________________
Stephen H. Hagerty, Mayor

Approved as to form:
Memorandum

To: Members of the Administration and Public Works Committee
From: Members of the Alternatives to Arrest Committee
Subject: Ordinance 70-O-19, Amending Portions of the City Code Regarding the Scope of Authority of Hearing Officers
Date: July 8, 2019

Recommended Action:
The Alternatives to Arrest Committee recommends City Council adopt Ordinance 70-O-19, amending portions of the City Code regarding the scope of authority of hearing officers.

Background:
With the passage of Ordinance 159-O-18, “Amending Portions of the City Code Incorporating Restorative Justice Practices for Minors”, changes are needed for City Code Section 11-1-0, “Scope of Authority of Hearing Officers.”

A. Remove duplicative language from a portion of Subsection 11-1-19(F), “In all cases where a finding of liability is made, the Hearing Officer shall offer to the respondent the option of performing a number of community service hours not to exceed a number commensurate in value to the otherwise imposable fine. If the ordered community service hours are completed within one hundred twenty (120) days, no fine may thereafter be imposed for that violation.”

B. Update Subsection 11-1-9(F)(3) to add the following language, “Order, in addition to or in lieu of fines imposed or costs, the respondent to perform a term of community service.”

Legislative History:
Approval of Ordinance 159-O-18 and Resolution 68-R-18

Attachment:
Ordinance 70-O-19
AN ORDINANCE

Amending Portions of the City Code regarding the Scope of Authority of Hearing Officers

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

SECTION 1: City Code Section 11-1-9, “Scope of Authority of Hearing Officers,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

11-1-9. - SCOPE OF AUTHORITY OF HEARING OFFICERS.

Hearing Officers will preside over adjudicatory hearings. The authority of a Hearing Officer will encompass all acts necessary to conduct fair and impartial adjudicatory hearings, including, but not limited to:

(A) Hear testimony and accept evidence that is relevant to the existence of the Code violation.

(B) Administer oaths and affirmations to witnesses.

(C) Subject to City Code Section 11-1-10, at the request of any party or on the Hearing Officer's own motion, issue subpoenas for the attendance of relevant witnesses and/or the production of relevant books, records, or other information.

(D) Preserve the record of the hearing, including all exhibits and evidence admitted into the record at the hearing.

(E) Issue a determination based upon a review of the notice of violation, citation, ticket, or other charging document (any of which will constitute a "charging document" under this Title) and on the evidence admitted, which determination will be final for purpose of judicial review under the Illinois Administrative Review Law, 735 ILCS 5/3 et seq. The determination will be in writing, will be signed by the Hearing Officer, and will be designated as finding(s), decision and order.

(F) Upon finding a respondent liable for violating one or more Code provisions, impose penalties as provided by the governing penalty provision; except, however, that in no event will a Hearing Officer have authority to: 1) impose a penalty of incarceration; or 2) impose a fine in excess of fifty thousand dollars ($50,000.00). When applicable, each day a code provision is found to have been violated by the respondent, will constitute a separate offense, and each separate offense subjects the respondent to the penalty provided by the governing penalty
provision. In all cases where a finding of liability is made, the Hearing Officer shall offer to the respondent the option of performing a number of community service hours not to exceed a number commensurate in value to the otherwise imposable fine. If the ordered community service hours are completed within one hundred twenty (120) days, no fine may thereafter be imposed for that violation. The Hearing Officer may also:

1. Tax administrative and/or enforcement costs and when applicable, tax incurred by the City for effecting compliance with Code provision(s) for which a respondent has been found liable.

2. Order, in addition to fines or costs, the respondent to comply with code provision(s) found to have been violated, and, if appropriate, order the respondent to post a compliance bond as provided by City Code Subsection 11-1-16(B)(1).

3. Order, in addition to or in lieu of fines imposed or costs, the respondent to perform a term of community service.

(G) Follow the policies, procedures and legislation set forth in this Code, except where discretion is specifically vested in the Hearing Officer. A Hearing Officer is authorized to waive the fine and/or costs that otherwise would be imposed upon finding a respondent liable for one (1) or more Code violations when the Hearing Officer specifically finds as a matter of fact that the violation(s) occurred under such circumstances as to a reasonable person would constitute an excuse for the violation(s).

(H) Rule upon motions, objections and the admissibility of evidence.

(I) Ask questions of the parties and witnesses to ensure the clarity and completeness of the testimony and the record.

(J) Regulate the course of the hearing in accordance with this Chapter, the rules adopted by the Chief Financial Officer or his/her designee for the conduct of administrative hearings, and other applicable law.

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

SECTION 3: Ordinance 8-O-19 shall be in full force and effect after its passage and approval.

SECTION 4: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: ________________, 2019

Adopted: ________________, 2019

Approved: ________________________, 2019

_______________________________

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_______________________________
Devon Reid, City Clerk

_______________________________
Michelle L. Masoncup, Corporation Counsel
Memorandum

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

From: 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 Welsh-Ryan arena. As drafted this ordinance only permits the sale of alcohol at Welsh-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  
Approved: 

Adopted: _________________, 2019  
____________________________, 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 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 & 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:

_______________________________
Devon Reid, City Clerk

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 occupy 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.
Memorandum

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

From: Erika Storlie, Assistant City Manager
      Lara Biggs, Bureau Chief – Capital Planning / City Engineer
      Sat Nagar, P.E., Senior Project Manager

Subject: Robert Crown Local Employment Program and M/W/EBE Program Update

Date: July 8, 2019

Summary:
A status update will be provided regarding compliance with the Local Employment Program and the M/W/EBE program for the construction of the Robert Crown Community Center, Ice Complex and Library.
PLANNING & DEVELOPMENT COMMITTEE MEETING
Monday, July 8, 2019
6:45 p.m.
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston
James C. Lytle Council Chambers

AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RUE SIMMONS, CHAIR

II. APPROVAL OF REGULAR MEETING MINUTES OF JUNE 24, 2019

III. PUBLIC COMMENT

IV. ITEMS FOR CONSIDERATION

(P1) Approval to Issue a Request for Qualifications (RFQ) for the Property at 1714-1720 Chicago Avenue

Staff recommends that the City Council authorize the City Manager and/or his designee to issue a request for qualifications to identify interest by parties for the redevelopment of the property at 1714-1720 Chicago Avenue with following terms: Qualifications Summary Statement, Development Team Overview, Representative Projects and/or Experience, Current Projects, Financial Information, References and Points of Contact for Project.

For Action

(P2) Ordinance 73-O-19, Granting Major Zoning Relief to Construct a Second Story Addition at 1124 Florence Ave.

City staff and the Zoning Board of Appeals recommend adoption of Ordinance 73-O-19 granting major zoning relief to construct a second story addition for live-work units with a 7’ south interior side yard setback for an eave where 9’ is required, and for three parking spaces where four parking spaces are required, in the B1 Business District. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district. Ald. Braithwaite requests suspension of the rules for introduction and action at the July 8, 2019 City Council meeting.

For Introduction and Action
(P3) **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 Action

(P4) **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 Action

V. ITEMS FOR DISCUSSION

(PD1) **Discussion of City Code Section 6-7-4 “Municipal Use Exemption”**

Staff is seeking direction from the City Council if the Zoning Code Section 6-7-4 “Municipal Use Exemption” should be considered and reviewed by the Zoning Committee of the Plan Commission for its continued use by the City for its projects and City-owned land.

For Discussion

VI. COMMUNICATIONS

VII. ADJOURNMENT
I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN REVELLE, CHAIR
A quorum being present, Ald. Rue Simmons called the meeting to order at 6:48 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF JUNE 11, 2019

Ald. Wilson moved to approve the minutes of the June 10, 2019 meeting, seconded by Ald. Fiske. The committee voted unanimously 7-0, to approve the June 10, 2019 minutes.

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

Shawn Jones, attorney for property owner, discussed the timing of splitting property prior to Sheridan Road project causing the curb cut to be lost. His client seeks to retain curb cut on Sheridan Road.
Ald. Revelle reviewed the history of the plans for the property and communication with the City and noted that nonconforming rights have been lost for the driveway because of the demolition and subdivision. The alley is adequate width and used by other properties to access garages. Ald. Revelle expressed concerns about precedent as another homeowner initially requested a curb cut and parking pad.

In response to Ald. Wilson, Mr. Jones stated client would be willing to pay for the cost of restoring curb cut. The owner could also provide a 3-point turnaround with pervious surface in the front yard.

Ald. Wilson moved to Introduce Ordinance 64-O-19, seconded by Ald. Rue Simmons. The Committee voted 6-1 on the motion to Introduce the item. The item was Introduced.

(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

Sue Loellbach, Connections for the Homeless and Joining Forces, spoke in favor of P2.

Ald. Wilson moved to Introduce Ordinance 54-O-19, seconded by Ald. Wynne. The Committee voted 7-0 on the motion to Introduce the item. The item was Introduced.

(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

Ald. Rainey moved for suspension of rules to allow to Introduce and Approve Ordinance 65-O-19, seconded by Ald. Wilson. The Committee voted 7-0 to suspend the rules.
Ald. Wilson moved for Introduction and Action of Ordinance 65-O-19, seconded by Ald. Rue Simmons. The Committee voted 6-1 to introduce and approve this item.

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

James Engleman spoke in favor of closing Elgin Road.

Carl Klein noted a letter of request to close Elgin Road to create green space, area for a civic center, and bike lane and inquired about future plans for civic center and potential future fiscal impacts.

Julie Workman, attorney representing 800 Elgin condo association, expressed concerns regarding primary access provided from Elgin Road including deliveries and move-ins. The property owners are supportive of other safety improvements to Elgin Road. A traffic and safety study should be conducted prior to closure, as closure would constitute a taking.

Carole Bass, member of Downtown Evanston Board and 800 Elgin resident, was surprised at potential closure and spoke in opposition due to heavy utilization of Elgin Road building entrance.

Michael Miller, 800 Elgin Road, did not receive notice and inquired whether studies had been conducted on property value impact.

Clare Kammer, 800 Elgin Road, spoke in opposition due to loss of access and needed reconfiguration to building.

Linda Young, 1864 Sherman, expressed concerns about the impact on vehicular and truck traffic. Suggest reviving plan for North Downtown.

Jerald Segall, 800 Elgin Road, noted closure would barricade access to building.
Jim Stabesh, agreed with previous comments and spoke in opposition due to fire and police access.

Gail Miller, 800 Elgin Road, agreed with previous comments in opposition.

John Jones, agreed with previous comments in opposition.

Robert Mark, 800 Elgin Road, was displeased with lack of communication and planning. Noted building elevators are in high demand. Other improvements could be made to Elgin Road.

Ald. Fiske noted that was only a discussion item. Pedestrian safety issue on Elgin Road and many additional residents coming to northern end of Downtown. Will not support if not win-win for everyone. Studies would involve staff and residents.

Ald. Wilson noted legitimate concerns expressed but everyone could agree Elgin Road could be safer. Not supportive of closing the road, but improving safety.

Ald. Wynne noted a community meeting would be a better starting place to engage community. Would need to evaluate traffic impacts on other roads. Support making Elgin Road safer, but not closing it.

Ald. Rainey was not previously aware of letter. It would be wise to involve 800 Elgin residents, but not supportive of closing Elgin Road.

Ald. Revelle agrees with need to focus on safety rather than closure.

In response to Ald. Fiske, Director Leonard noted staff can review comments and either return or proceed to a neighborhood meeting at the discretion of the Committee. Ald. Fiske would like to have a community meeting to evaluate.

Ald. Rue Simmons suggested prioritizing safety.

Ald. Rainey suggested involving 800 Elgin Road residents as a major stakeholder.

Ald. Wilson summarized that improving safety was priority rather than closing the road.

Ald. Rue Simmons noted that a future public community meeting will be advertised.

V. COMMUNICATIONS
VI. ADJOURNMENT
Ald. Wynne moved to adjourn, seconded by Ald. Wilson. The meeting adjourned at 8:03 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Manager
For the City Council Meeting of July 8, 2019

Item P1

Business of the City by Motion: Library Lot Request for Qualifications (RFQ)

For Action

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Memorandum

To: Honorable Mayor and Members of the City Council
Planning & Development Committee

From: Wally Bobkiewicz, City Manager
Johanna Leonard, Director of Community Development

Subject: Interest and Qualifications for Redevelopment of the Library Parking Lot

Date: July 1, 2019

Recommended Action:
Staff recommends that the City Council authorize the City Manager and/or his designee to issue a request for qualifications to identify interest by parties for the redevelopment of the property at 1714-1720 Chicago Avenue with terms outlined below.

Discussion:
At the June 24, 2019 City Council meeting, Alderman Fiske made a reference for the City Manager to seek letters of interest from parties seeking to redevelop the Library Parking Lot (1714 Chicago Avenue).

Based on this direction and a review of past practices for soliciting interest in City property, staff has compiled information that could be required of responses through a Request for Qualifications process. This is similar to information required from other solicitations for redevelopment of City property. Staff seeks feedback on the inclusion of the following information:

I. **Qualifications Summary Statement:** summarizing the development team’s qualifications for completing an acquisition and redevelopment.

II. **Development Team Overview:** includes all parties that will participate on this project (owner/developer, architect, engineers, construction management team, any other design/construction professionals). Information for each party involved should include: a) Resumes of all principals involved and associated with owner/developer; b) Background on each firm involved in the project; and c) Name of development team entity that is interested in undertaking this project (include all names of principals, managing partners, etc.).

III. **Representative Projects and/or Experience:** summarizing all projects that principals of the development team has completed within the past 5 years.
Projects should include information on location, physical characteristics of the project, and the current condition of the project (open, closed, under new management, etc.). Any other pertinent information on this project should be included to illustrate the operator and/or development team's ability to undertake large scale projects that operate successfully after opening.

IV. **Current Projects:** summarizing all projects the development team contemplates participating in between 2020 and 2025. Information on the size and scale of the subject projects should be included. It should also include all projects the development team is currently responsible for managing and operating on a day-to-day basis.

V. **Financial Information** documenting the operator or development team’s ability to participate financially in this project is a key component of the evaluation. At this stage, the following information is requested: a) Sources of financing and preliminary evidence of interest from financial institutions or partners. Evidence can include letters to the operator or development team indicating interest in financial participation on future projects. B) Information about pending litigation or other disputes associated with the operator and development team.

VI. **References:** the development team must include a minimum of four references for similar projects.

VII. **Point of Contact for Project:** the respondent must identify a person who should receive correspondence from the City regarding this project.

**Next Steps:**
Staff seeks direction on amount of time to give for document review and response from interested parties. Approximately 60 days, would be Monday, September 9, 2019 and would afford time to prepare the document and provide an opportunity for interested and qualified developers to prepare responses. All responses would be provided and reviewed at a City Council meeting for direction for next steps.
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Director of Community Development
Scott Mangum, Planning & Zoning Manager
Melissa Klotz, Zoning Administrator

Subject: Ordinance 73-O-19, Granting Major Zoning Relief to Construct a Second Story Addition at 1124 Florence Ave.

Date: July 1, 2019

Recommended Action
City staff and the Zoning Board of Appeals recommend adoption of Ordinance 73-O-19 granting major zoning relief to construct a second story addition for live-work units with a 7’ south interior side yard setback for an eave where 9’ is required, and for three parking spaces where four parking spaces are required, in the B1 Business District. The applicant has complied with all zoning requirements and meets all of the standards for a variation for this district. Ald. Braithwaite requests suspension of the rules for introduction and action at the July 8, 2019 City Council meeting.

Livability Benefits
Economy & Jobs: Retain and expand local businesses
Built Environment: Support housing affordability

Summary
1124 Florence Ave. is one of seven contiguous neighborhood commercial buildings that create a core section of the West Village artists’ enclave. The property contains two distinct but connected structures. The west portion fronting the alley is a one-part vernacular gable-front in moderate condition currently being used for storage and single-car garage. The east portion is currently being used as office space and retains a high level of architectural integrity as a circa 1920s vernacular one-part commercial building with intact storefront fronting Florence Avenue.

The property owner proposes a partial remodel and second floor addition to the rear portion of the existing building to create a three-car garage and two live/work units. The applicant requests a reduced parking requirement of 3 off-street parking spaces where 4 are required. The existing building occupies the entirety of the lot. The only option for off-
street parking is in the rear of the building and the space can only accommodate 3 vehicles. Compliance with the parking requirements would require structural changes to the building that would cause an undue financial hardship. The existing parking conditions are non-conforming. The proposal increases the number of off-street spaces from one to three, improving the existing off-street parking condition to the maximum extent possible.

![Rendering of rear/second story addition – view from the alley](image)

The applicant also requests a 7’ south interior side yard setback for an eave (yard obstruction) where 9’ is required. The eaves serve to make the building more attractive, provide for efficient roof venting and to keep water off the exterior walls and second floor egress door.

The proposed remodel and second floor addition will better accommodate the needs of future tenants and improve the ability for the property to accommodate live/work space which will positively impact surrounding properties and encourage further success of the West Village artists’ enclave. The proposal is compliant with all other zoning requirements including FAR and building height. Other alternatives were considered, however, they would have resulted in significant structural changes and a loss of floor space which would not provide reasonable space for future tenants. City staff is not aware of any objections from neighboring property owners, and no objections to the proposed variations were raised at ZBA.

**Legislative History**
June 18, 2019: The ZBA recommended unanimous approval for the requested zoning relief with the condition the project shall be constructed in substantial compliance with the documents and testimony on record, and noted there were no objections to the parking variation.
Attachments:
Proposed Ordinance 73-O-19
June 18, 2019 Draft ZBA Meeting Minutes Excerpt
ZBA Findings
June 18, 2019 ZBA Packet
73-O-19

AN ORDINANCE

Granting Major Variations at
1124 Florence Avenue in the B1 Business Zoning District

WHEREAS, James Ticus (the “Applicant”), owner of the property commonly known as 1124 Florence Avenue (the “Subject Property”), located within the B1 Business Zoning District and legally described in Exhibit A, attached hereto and incorporated herein by reference, submitted an application seeking approval of a Major Variations to construct second story addition on the Subject Property and granting related zoning requirements imposed by Subsections 6-4-1-9 and 6-16-3-1, Table 16-B of Title 6 of the Evanston City Code of 2012, as amended (“the Zoning Ordinance”);

WHEREAS, the Applicant requests the following Major Variations related to the Subject Property:

(1) Reduce the minimum required south interior side yard setback from nine (9) feet to seven (7) feet pursuant to City Code Subsections 6-4-1-9;

(2) Reduce the required number of parking spaces from four (4) to three (3) pursuant to City Code Subsection 6-16-3-1, Table 16-B;

WHEREAS, on June 18, 2019, the Zoning Board of Appeals (“ZBA”), pursuant to proper notice, held a public hearing in case no. 19ZMJV-0038 to consider the application, received testimony, and made written records and findings that the application did meet the standards for Major Variations set forth in Subsection 6-3-8-12-(E) of the Zoning Ordinance and recommended City Council approval thereof; and
WHEREAS, at its meeting of July 8, 2019, the Planning and Development ("P&D") Committee of the City Council considered the ZBA's recommendation, and
recommended City Council approve the Major Variations, as requested; and

WHEREAS, at its meeting of July 8, 2019, the City Council considered and adopted the recommendation of the P&D Committee,

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

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

SECTION 2: The City Council hereby adopts the P&D Committee’s records, findings, and recommendations, and hereby approves, pursuant to Subsection 6-3-8-10-(D) of the Zoning Ordinance, the Major Variations on the Subject Property applied for in case no. 19ZMJV-0038 and described hereinafore.

SECTION 3: The Major Variations approved hereby are as follows:

(A) To permit a second story addition to a commercial building on the Subject Property with a seven (7) foot south interior side yard setback for an eave (yard obstruction). Subsection 6-4-1-9 of the Zoning Ordinance requires a nine (9) foot side yard setback.

(B) To permit three (3) parking spaces on the Subject Property. Subsection 6-16-3-1 Table 16-B of the Zoning ordinance requires four (4) parking spaces.

SECTION 4: Pursuant to Subsection 6-3-8-14 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Major Variations granted hereby, violation of any of which shall constitute grounds for penalties or revocation thereof pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) Compliance with Requirements: The Applicant shall develop and use the Subject Property in substantial compliance with all applicable legislation, with the
testimony and representations of the Applicant to the ZBA, the P&D Committee, and the City Council, and the approved plans and documents on file in this case.

(B) **Recordation:** The Applicant shall, at its cost, record a certified copy of this ordinance, including all Exhibits attached hereto, with the Cook County Recorder of Deeds, and provide proof of such recordation to the City, before the City may issue any construction permits pursuant to the Major Variation authorized hereby.

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant's agents, assigns, and successors in interest.”

**SECTION 6:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same.

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

**SECTION 8:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9:** If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

**SECTION 10:** The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.
Introduced: ________________, 2019

Adopted: ________________, 2019

Approved:__________________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:_______________________________
Devon Reid, City Clerk

Approved as to form:_______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

Legal Description

LOT 3 (EXCEPT THE NORTH 66 FEET) IN BLOCK 7 IN CHASE AND PITNER'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 AND THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 (EXCEPT THE NORTH 71 1/2 FEET) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-24-210-021-0000

Commonly Known As: 1124 Florence Avenue, Evanston, Illinois.
DECLARATION OF QUORUM
With a quorum present, Vice Chair Cullen called the meeting to order at 7:00 p.m.

Minutes
Ms. Dziekan motioned to approve the meeting minutes of May 21, 2019, which were seconded by Ms. Arevalo and approved 4-0 with 3 abstentions.

Old Business
1124 Florence Ave. 19ZMJV-0038
James Ticus, property owner, applies for major zoning relief for a second story addition to a commercial building in the B1 Business District with a 7' south interior side yard setback for an eave (yard obstruction) where 9' is required (Zoning Code Section 6-4-1-9), and for 3 parking spaces where 4 parking spaces are required (Zoning Code Section 6-16-3-1 Table 16-B). 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.

Mr. Mirintchev recused himself from the case since he is the architect of record.

The applicant, James Ticus, explained the proposal:
• Will fit as many parking spaces as are possible on the property without having to tandem park them.
• Propose a variation for an eave by 2' that will add protection to the building and at a staff entrance at the second floor.
• No expansion to the building footprint is proposed; the proposal is only building up.
• Building is currently all commercial office use - there are 4 tenants now (one has a suite that could be split up into separate offices).
• With the addition, there will be 2 live-work units added.
• One live-work unit is a 3 bedroom unit and the other is a 1 bedroom unit.
Existing tenants do not park on site - most walk to work and others could use street parking if needed. Two of the current tenants lease parking on an adjacent lot.
Existing businesses include a contractor, attorney, and Evanston Round Table.
Currently there is only 1 parking space on site.
No changes are proposed to the front of the building.

Ms. McAuley noted this is a very walkable neighborhood and the proposal increases the parking from what is currently there. Ms. McAuley added there are many live-work units in the neighborhood and it is stabilizing to the community to do so.

Ms. Dziekan asked if the applicant has spoken to neighboring property owners or is aware of any concerns. The applicant responded he has spoken to some, including the Alderman, and is not aware of any concerns or issues.

Deliberation:
Ms. McAuley stated this is a great thing for the neighborhood and is consistent with surrounding development. The building now has fewer people coming and going than it used to, and the back of the building was previously set up as a contractor office.

Mr. Gingold stated the B1 District makes this different than a residential area and development. The eave variation is in character with the neighborhood and has function and aesthetic value. The parking variation is a concern because overflow parking spills into neighborhoods. Since there is no opposition at the meeting stating there is a concern about parking, there must not be a significant parking issue in this neighborhood.

Ms. Dziekan and Ms. Arevalo agreed this is a good proposal. Chair Cullen agreed and noted there is no known opposition so the parking must not be a significant issue.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Mr. Gingold motioned to recommend approval, which was seconded by Ms. Dziekan and unanimously recommended for approval with the condition the project be developed in substantial compliance with the documents and testimony on record.
In the case of

Case Number: 19ZMJV-0038
Address or Location: 1124 Florence Ave.
Applicant: James Ticus, owner
Proposed Zoning Relief: Construct a second story addition with a 7’ south interior side yard setback for an eave where 9’ is required, and for 3 parking spaces where 4 parking spaces are required.

After conducting a public hearing on June 18, 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>___X___Met     _____Not Met 7-0</td>
</tr>
<tr>
<td>(B) The requested variation is in keeping with the intent of the zoning ordinance;</td>
<td>___X___Met     _____Not Met 7-0</td>
</tr>
<tr>
<td>(C) The alleged hardship or practical difficulty is peculiar to the property;</td>
<td>___X___Met     _____Not Met 7-0</td>
</tr>
<tr>
<td>(D) The property owner would suffer a particular hardship or practical difficulty as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;</td>
<td>___X___Met     _____Not Met 7-0</td>
</tr>
<tr>
<td>(E) The purpose of the variation is not based exclusively upon a desire to extract additional income from the property; or there is a public benefit;</td>
<td>___X___Met     _____Not Met 7-0</td>
</tr>
</tbody>
</table>
(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;  

<table>
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<tr>
<td>X</td>
<td>7-0</td>
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</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>
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<tr>
<th>Met</th>
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</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>7-0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote of  

- 7 in favor & 0 against

recommends to the City Council  

- X approval with conditions  
- denial

Condition:
1. The project shall be developed in substantial compliance with the documents and testimony on record.

<table>
<thead>
<tr>
<th>Attending:</th>
<th>Vote:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Violetta Cullen</td>
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</tr>
<tr>
<td>X Kiril Mirintchev</td>
<td>X Aye</td>
</tr>
<tr>
<td>X Scott Gingold</td>
<td>X Aye</td>
</tr>
<tr>
<td>X Myrna Arevalo</td>
<td>X Aye</td>
</tr>
<tr>
<td>X Mary McAuley</td>
<td>X Aye</td>
</tr>
</tbody>
</table>
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Johanna Leonard, Director of Community Development
      Scott Mangum, Planning and Zoning Manager
      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
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
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.
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>
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</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>
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<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>
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<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>
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</tr>
<tr>
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<td>_____Met  ___X___Not Met 4-0</td>
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</table>
(F) The alleged difficulty or hardship has not been created by any person having an interest in the property;

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</thead>
<tbody>
<tr>
<td>X</td>
<td>4-0</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;

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<thead>
<tr>
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<td>X</td>
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</table>

and, based upon these findings, and upon a vote of

0 in favor & 4 against

recommends to the City Council

Approval with conditions

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.

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<tr>
<th>Attending:</th>
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<tbody>
<tr>
<td>Violetta Cullen</td>
<td>Aye</td>
</tr>
<tr>
<td>Jill Zordan</td>
<td>No</td>
</tr>
<tr>
<td>Lisa Dziekan</td>
<td>Aye</td>
</tr>
<tr>
<td>Kiril Mirintchev</td>
<td>Aye</td>
</tr>
<tr>
<td>Scott Gingold</td>
<td>No</td>
</tr>
<tr>
<td>Myrna Arevalo</td>
<td>Aye</td>
</tr>
<tr>
<td>Mary McAuley</td>
<td>No</td>
</tr>
</tbody>
</table>
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. 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.
Memorandum

To: Honorable Mayor and Members of the City Council
Planning and Development Committee

From: Johanna Leonard, Community Development Director
Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner

Subject: Ordinance 54-O-19, Amending Inclusionary Housing Ordinance Bonuses
19PLND-0025

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:

<table>
<thead>
<tr>
<th>Parking Requirements</th>
<th>In TOD Areas</th>
<th>Outside TOD Area</th>
</tr>
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<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.5 parking spaces</td>
<td>0.75 parking spaces</td>
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<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>
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</tbody>
</table>

1. For developments providing 5% on-site affordable housing or 10% on-site housing with public financing:

<table>
<thead>
<tr>
<th>Density</th>
<th>Residential (R, T, &amp; U Districts)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>+1 per Inclusionary Dwelling</td>
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<tr>
<td>Unit</td>
<td>FAR</td>
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</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 and Impervious Surface Coverage</th>
<th>Site Development Allowances for Planned Developments</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 maximum Site Development Allowances for Planned Developments (instead of Supermajority vote)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Parking: 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>
</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 6-8-1-10.

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
54-O-19

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:

<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 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></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></td>
</tr>
</tbody>
</table>

Site Development Allowances for Majority vote of City Council required to exceed 307 of 331
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>
</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 6-8-1-10.

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.

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 Bed Rooms</td>
<td>1 parking space</td>
<td>1.25 parking spaces</td>
</tr>
<tr>
<td>3+ Bed Rooms</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 housing with public financing:

<table>
<thead>
<tr>
<th></th>
<th>Commercial (B, C, M, &amp; O Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+1 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>+1.0</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></th>
<th>Commercial (B, C, M, &amp; O Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+2 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>+1.0</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>
</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 6-9-1-9.

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:

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>
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</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
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<tr>
<td>2 Bedrooms</td>
<td>1 parking spaces</td>
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</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 housing with public financing:

<table>
<thead>
<tr>
<th></th>
<th>Commercial (B, C, M, &amp; O Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+1 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>+1.0</td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for</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>Inclusionary Dwelling Unit</th>
<th>Commercial (B, C, M, &amp; O Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>--</td>
</tr>
<tr>
<td>Building Lot Coverage and Impervious Surface Coverage</td>
<td>--</td>
</tr>
<tr>
<td>Density</td>
<td>+2 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td>FAR</td>
<td>+1.0</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>
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</tbody>
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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:

<table>
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<tr>
<th>Unit Size</th>
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</thead>
<tbody>
<tr>
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<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:

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<tr>
<th>Parking Requirements</th>
<th>In TOD Areas</th>
<th>Outside TOD Area</th>
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<tbody>
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<td>0.5 parking spaces</td>
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<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 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:
Density | +4 per Inclusionary Dwelling Unit
---|---
FAR | +2.0
Parking | No parking for Inclusionary Dwelling Units
Height | --
Building Lot Coverage & Impervious Surface Coverage | --
Site Development Allowances for Planned Developments | Majority vote of City Council required to exceed maximum Site Development Allowances for Planned Developments (instead of Supermajority vote)

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>
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</thead>
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<tr>
<td>0-1 Bedroom</td>
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</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 6-11-1-10.

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:

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<tr>
<th>Parking Requirements</th>
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</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.5 parking spaces</td>
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<tr>
<td>2 Bedrooms</td>
<td>1 parking spaces</td>
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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>Downtown (D &amp; RP Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Density</strong></td>
</tr>
<tr>
<td>+2 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td><strong>FAR</strong></td>
</tr>
<tr>
<td>+2.0</td>
</tr>
<tr>
<td><strong>Parking</strong></td>
</tr>
<tr>
<td>No parking for Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td><strong>Height</strong></td>
</tr>
<tr>
<td>--</td>
</tr>
<tr>
<td><strong>Building Lot Coverage and Impervious Surface</strong></td>
</tr>
<tr>
<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>Downtown (D &amp; RP Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Density</strong></td>
</tr>
<tr>
<td>+4 per Inclusionary Dwelling Unit</td>
</tr>
<tr>
<td><strong>FAR</strong></td>
</tr>
<tr>
<td>+2.0</td>
</tr>
<tr>
<td><strong>Parking</strong></td>
</tr>
<tr>
<td>No parking for Inclusionary Dwelling Units</td>
</tr>
<tr>
<td><strong>Height</strong></td>
</tr>
<tr>
<td>--</td>
</tr>
<tr>
<td><strong>Building Lot Coverage &amp; Impervious Surface</strong></td>
</tr>
<tr>
<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>
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<tr>
<th>Unit Size</th>
<th>In TOD Area</th>
<th>Outside TOD Area</th>
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</thead>
<tbody>
<tr>
<td>0-1 Bedroom</td>
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</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 6-12-1-7.

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>2 Bedrooms</td>
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<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 housing with public financing:

<table>
<thead>
<tr>
<th>Commercial (B, C, M, &amp; O Districts)</th>
<th>Density</th>
<th>+1 per Inclusionary Dwelling Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR</td>
<td>+1.0</td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>No parking for Inclusionary Dwelling Unit</td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Building Lot Coverage and Impervious Surface Coverage</td>
<td>--</td>
<td></td>
</tr>
</tbody>
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1. For developments providing 10% on-site affordable housing or 20% on-site affordable housing with public financing:

<table>
<thead>
<tr>
<th>Commercial (B, C, M, &amp; O Districts)</th>
<th>Density</th>
<th>+2 per Inclusionary Dwelling Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR</td>
<td>+1.0</td>
<td></td>
</tr>
<tr>
<td>Parking</td>
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<td></td>
</tr>
<tr>
<td>Height</td>
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<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>Site Development Allowances for Planned Developments</td>
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<td></td>
</tr>
</tbody>
</table>
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:

<table>
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<tr>
<th>Unit Size</th>
<th>In TOD Area</th>
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</tr>
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<tbody>
<tr>
<td>0-1 Bedroom</td>
<td>0.55 parking spaces</td>
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(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:

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</tr>
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</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.

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<th>Residential (R, T, &amp; U Districts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Density</td>
<td>+1 per Inclusionary Dwelling Unit</td>
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<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</td>
<td>+15%</td>
</tr>
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<td>Impervious Surface</td>
<td></td>
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</table>
2. For developments providing 10% on-site affordable housing or 20% on-site affordable housing with public financing:

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<tr>
<th>Density</th>
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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 6-15-1-9.

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
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: ________________, 2019

Adopted: ________________, 2019

Stephen H. Hagerty, Mayor

Attest: ________________________________

Devon Reid, City Clerk

Approved as to form:

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 straightforward.

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
Neighborhod and Land Use Planner
Community Development Department
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Director of Community Development
      Scott Mangum, Planning and Zoning Manager

Subject: Discussion of City Code Section 6-7-4 “Municipal Use Exemption”

Date: July 1, 2019

Recommended Action:
Staff is seeking direction from the City Council if the Zoning Code Section 6-7-4 “Municipal Use Exemption” should be considered and reviewed by the Zoning Committee of the Plan Commission for its continued use by the City for its projects and City-owned land.

Discussion:
Alderman Rue Simmons provided correspondence to the Evanston Branch of the NAACP regarding potential changes to City Code Section 6-7-4 of the Zoning Ordinance that allows the establishment of certain governmental or proprietary uses owned or operated by the City regardless of the Zoning District. The City Council may discuss whether this authority is desirable, and if it is not, could make a referral for a Text Amendment to the Zoning Ordinance to the Plan Commission.

Attachments:
June 27, 2019 Letter from Alderman Rue Simmons to Evanston Branch of the NAACP
June 28, 2019

Reverend Dr. Michael C. R. Nabors
Evanston Branch NAACP
2010 Dewey Suite 302A
Evanston, IL 60201

Dear Dr. Nabors:

In a follow-up to our ongoing discussions regarding the Water Pump Station, I am notifying you that I have made a formal reference to the Planning & Development Committee to discuss a reference to the Plan Commission to consider potential changes to the City of Evanston’s Zoning Code that addresses the Municipal Use Exemption. The matter will be discussed at the Planning & Development Committee on July 8, 2019 at 6:45p.

As you know, Section 6-7-4 - Municipal Use Exemption, states that, "Any governmental or proprietary function owned or operated by the City shall be a permitted use in any district. The City Council may approve buildings and structures owned and operated by the City that do not comply with all of the requirements of the underlying district, if they are necessary for the provision of desired City services and if the adverse impact on surrounding properties resulting from such noncompliance is minimized. Adverse impacts may be minimized by design, architectural treatment, screening, landscaping and/or placement on the lot. Such plan for reduction of adverse impact shall be subject to review by the Design and Project Review Committee."

Historically this has allowed flexibility in the location of municipal facilities. For example, the Lorraine H. Morton Civic Center would not be allowed at its current location under the Zoning Ordinance without the Municipal Use Exemption because a Government Institution is neither permitted nor a special use in the R4, General Residential Zoning District. However, after observing the zoning application of the Municipal Use Exemption in our community for the Water Pump Station, I believe there is more we can do to establish a public process around these zoning reviews and decisions to reflect the current Evanston community standards for transparency and public process. Specifically, the current code should reflect the need for a public noticing requirement for households within 1,000 feet of potential facilities. This is a standard distance utilized in noticing planned developments and many zoning changes. Additionally, modifying the code to include further review by elected officials and holding public
meetings beyond the Design and Project Review Committee meeting to solicit public comment from those impacted is a needed enhancement to the Code.

I intend to provide this feedback (and a copy of this letter) to my colleagues and staff at the July 8, 2019 meeting. This information will be compiled in a reference to the Plan Commission to revisit the Municipal Use Exemption for further study and improvement to encourage flexibility of municipal uses, but create a process for review and do so in a way that includes those impacted so that they can be informed of what happens in their neighborhood. The discussion on July 8 is a first step, any changes to the zoning code are first reviewed by the Plan Commission and then considered for approval by the City Council.

As the current Chair of the Planning & Development Committee, I would welcome any feedback and comments from the Evanston Branch of the NAACP during the meeting. I look forward to working together with you on this.

Sincerely,

Alderman Robin Rue Simmons
5th Ward

CC:
Mayor Stephen H. Hagerty
Alderman Judith Fiske, 1st Ward
Alderman Peter Braithwaite, 2nd Ward
Alderman Melissa Wynne, 3rd Ward
Alderman Donald Wilson, 4th Ward
Alderman Thomas Suffredin, 5th Ward
Alderman Eleanor Revelle, 7th Ward
Alderman Ann Rainey, 8th Ward
Alderman Cicely Fleming, 9th Ward
Wally Bobkiewicz, City Manager
Johanna Leonard, Community Development Director
Memorandum

To: Honorable Mayor and Members of the City Council

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

Subject: Resolution 72-R-19, Amending City Council Rules to Address Remote Public Comment Participation

Date: July 1, 2019

Recommended Action:
The Rules Committee recommends that the City Council adopt Resolution 72-R-19, amending City Council Rule 6, “Citizen Participation,” to state that only individuals attending the meeting in person may participate in public comment and no electronic participation will be allowed.

Livability Benefits:
Equity & Empowerment: Provide for meaningful community engagement; Ensure equitable access to community assets

Summary:
The Rules Committee discussed at its June 3, 2019 meeting if persons should be permitted to participate remotely in the public comment portion of the meeting via electronic communication. The Committee directed staff to draft an amended rule to state that only individuals present at the meeting would be allowed time to address the Council or its subcommittees.

Attachment:
Resolution 72-R-19
72-R-19

A RESOLUTION

Amending City Council Rule 6, “Citizen Participation,” By Affirmatively Stating that Only Persons Physically Present May Participate in Public Comment and Amend the Section Heading to “Public Comment”

WHEREAS, the City Council amends the City Council Rules and Organization of the City Council of the City of Evanston (“City Council Rules”) from time to time; and

WHEREAS, the business of the City is to be conducted in an orderly and efficient manner to facilitate sound City Council and public deliberation and decision making; and

WHEREAS, the Rules Committee of the City Council requested at its June 3, 2019 meeting, that the City Council Rules should be amended to prohibit individuals from remotely addressing the Council during public comment; and

WHEREAS, the title of the section should more accurately reflect that the public participation period is not just for citizens and re-title the section to “Public Comment”,

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

SECTION 1. Section 6 of the City Council Rules is hereby re-titled to read as follows:

6. CITIZEN-PARTICIPATION-PUBLIC COMMENT
SECTION 2. Rule 6.2 of “Public Comment” of the City Council Rules is hereby amended to read as follows:

6.2 The Council shall provide a period for Public Comment Citizen Comment. Interested persons shall sign their name, address and the agenda item or other topic to be addressed on a designated citizen participation sheet. Only individuals physically present at the meeting are permitted to participate in Public Comment; no electronic communication methods will be permitted for persons that seek to participate remotely in Public Comment. A speaker may address the Council for no more than three minutes, and only once per Council meeting. The maximum time limit for each speaker is a single three minute time limit applied to any and all topics the speaker addresses. The maximum time period for citizen participation is forty-five minutes. If there are more than 15 speakers, the Mayor will allocate time among the speakers to ensure that citizen comment does not exceed forty-five (45) minutes. Speakers will not be permitted to cede time to another speaker. The business of the City Council shall commence no later than forty-five (45) minutes after the beginning of Citizen Public Comment.

City Council standing committees shall provide opportunities for citizen comment at the beginning of each meeting. For all of the standing committees of the City Council, except Planning and Development, a period of twenty minutes shall be provided for all public comment, and no individual may speak longer than two (2) minutes and cannot cede time to another speaker. For Planning and Development Committee, a period of forty-five minutes (45) shall be provided for all public comment and no individual may speaker longer than two (2) minutes and cannot cede time to another speaker. The committee chair of the standing committees will allocate time among the speakers to ensure that Public Comment does not exceed the allotted time provided above. The business of the committee shall commence after the specified time above expires.

SECTION 3. That this Resolution 72-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 Mayor and Members of the City Council

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

Subject: Resolution 73-R-19, Amending City Council Rules to Address Signage in the Council Chambers

Date: July 1, 2019

Recommended Action:
The Rules Committee recommends City Council adoption of Resolution 73-R-19, amending City Council Rule 6, “Citizen Participation,” to address members of the public signs in the Council Chambers.

Livability Benefits:
Equity & Empowerment: Provide for meaningful community engagement; Ensure equitable access to community assets

Summary:
At the June 3, 2019 Rules Committee, the Committee discussed decorum issues, including the increasing use of signs, banners and posters by members of the public to communicate messages. The Rules do not address signs, banners, or posters and due to the increasing use of the materials, the Committee directed staff to draft a rule to address the size of the sign, but not a prohibition of signs in the Council Chambers.

The City Council may impose reasonable time, place, and manner regulations that are content neutral if the regulations are narrowly tailored to serve a significant governmental interest and leave open ample alternative channels of communication. The City Council meeting is a designated public forum for speech. The City may establish rules to balance a citizen’s right to express his or her views while on public property and the government’s interest conducting an efficient meeting to get work done. Perry Education Association v. Perry Local Educators Assn., 460 U.S. 37 (1983).

The proposed rule does not address content of the signs, it is devoted to ensure that other members of the public can participate in the meeting and their view of the proceedings is not disturbed.

Attachments:
-Resolution 73-R-19
7/1/2019

73-R-19

A RESOLUTION

Amending City Council Rule 6, “Citizen Participation,” by Regulating Signs in the Council Chambers by Members of the Public

WHEREAS, the City Council amends the City Council Rules and Organization of the City Council of the City of Evanston (“City Council Rules”) from time to time; and

WHEREAS, the business of the City is to be conducted in an orderly and efficient manner to facilitate sound City Council and public deliberation and decision making; and

WHEREAS, the Rules Committee of the City Council requested at its June 3, 2019 meeting, that the City Council Rules should be amended to address the size of signs and location,

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

SECTION 1. Rule 6 “Citizen Participation” of the City Council Rules is hereby amended to add a new subsection 6.10 to read as follows:

6.10 Persons attending the meeting may hold a sign that is 11 X 17 in size; banners or signs that are larger than the stated size will be permitted. The sign may not block the view of other members of the public and cannot be affixed to the walls, windows, or other glass.

SECTION 2. That this Resolution 73-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