CITY COUNCIL REGULAR MEETING
CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
JAMES C. LYTLE COUNCIL CHAMBERS
Monday, September 23, 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 Wilson

(II) Mayor Public Announcements and Proclamations
Recognition of City Manager Wally Bobkiewicz

(III) City Manager Public Announcements

(IV) Communications: City Clerk

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

SPECIAL ORDERS OF BUSINESS

(SP1) Application for Appeal to City Council of the Preservation Commission Decision Denying Certificate of Appropriateness for 2404 Ridge Avenue
Staff recommends that the City Council continue consideration of whether to accept the appeal of the Preservation Commission’s decision denying the Certificate of Appropriateness for 2404 Ridge Avenue until the October 14, 2019 meeting of the City Council. The appellants have stated that they will be out of the country on September 23, 2019. The City Council may make a motion to accept the application for appeal. If a motion is made and adopted, the City Council shall affirm, modify or reverse the decision of the Preservation Commission within forty-five (45) days. If no motion to accept the application for appeal is made, the decision of the Commission shall be final.

For Action

(SP2) City Manager Search Firm
Staff recommends City Council approval of a contract with GovHR USA executive recruitment firm (630 Dundee Rd., Northbrook, IL 60062) in the amount of 23,500 to conduct the recruitment process for the next City Manager for the City of Evanston. Funding is from HR’s Recruitment budget, 100.19.1929.62512. The current budget balance is $20,029. One third of the recruitment fee is due upon the acceptance of the proposal, one third is due when a list of candidates is forwarded to the City for consideration, and the remaining one third is due when the recruitment is completed (in 2020).

For Discussion

(VII) 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 September 9, 2019
For Action

ADMINISTRATION & PUBLIC WORKS COMMITTEE

(A1) Payroll – August 19, 2019 through September 1, 2019 $2,715,957.13
For Action
(A2) Bills List – September 24, 2019 $5,284,553.50

For Action

(A3) Sole-Source Purchase of Parking Business Analytics and Garage Capacity Signs from Automated Parking Technologies

Staff recommends City Council approval of a sole-source purchase of parking business analytics and garage capacity signs from Automated Parking Technologies (500 W 18th Street, Chicago, IL 60616). The purchase includes the platform for data collection, analysis and reporting of available parking in connection with Smarking, as well as the fabrication and installation of signs for a total of $147,876. Capacity signs would be installed at the entrances to the City’s 3 garages and on two of the surrounding streets of the downtown area. Based on the vendor’s previous experience with the analytics and signage, staff estimates that the project will pay for itself within 2 years of implementation due to better utilization of garages spaces. $250,000 in CIP funds are reserved for the project (Account 505.19.7005.65515 project # 619003 - Church/Maple/Sherman Garage - Capacity Signs).

For Action

(A4) Sole-Source Renewal with Google Premium Partner, Daston Corporation for the G Suite License Agreement

Staff recommends the City Council authorize the City Manager to proceed with the renewal of a sole-source agreement with a Google Premier Partner, Daston Corporation (19 E Market St #LL01 Leesburg, VA 20176-3004). The total cost of purchase is $96,804.50 for G Suite Enterprise Licenses for hosted email, application suite and Tier 1 G Suite Help Desk Support. This represents a 40% decrease in the cost per year from the renewal quote first received by the City. Total savings realized are estimated at $128,391 over the course of two years. The agreement is for one year with an option to renew for one additional year. The funding for this project will derive from the 2019 Information Technology Division IT Computer Software Fund (Account 100.19.1932.62340).

For Action

(A5) Approval of the Purchase of Replacement Fire Engine from Global Emergency Products

Staff requests City Council authorize the City Manager to enter into a contract with Temco Machinery dba Global Emergency Products (“Global”) (2600 American Drive P.O. Box 2017, Appleton, WI 54912) for the design and fabrication of a replacement fire engine in the amount of $659,200. The fire engine will be delivered in the fall of 2020. As an alternative, if staff receives Council approval, Global will accept a reduced payment of $648,105 to be paid in full on February 1, 2020.

For Action
(A6) **Approval of a Change Order with Teska Associate Contract for RFP 18-51 Central Street SSA Feasibility Study**
Staff recommends City Council approval for the change order to the Teska Associates contract for RFP 18-51 Central Street SSA Feasibility Study in the amount of $9,755.60.
**For Action**

(A7) **Resolution 93-R-19, Authorizing the Execution of an Employment Contract with Erika Storlie to Serve as Interim City Manager for the City of Evanston**
Staff recommends City Council adoption of Resolution 93-R-19, authorizing the execution of an employment contract with Erika Storlie to serve as Interim City Manager for the City of Evanston. On September 16, 2019, the City Council met in Executive Session to discuss, review and approve the terms of the contract.
**For Action**

(A8) **Resolution 86-R-19, Adopting Outside Counsel Litigation Procedures and Billing Guidelines**
City staff recommends City Council adoption of Resolution 86-R-19, to approve Outside Counsel Litigation Procedures and Billing Guidelines.
**For Action**

(A9) **Resolution 30-R-19, Authorizing the City Manager to Execute a Gift Agreement and a Use Agreement with Chicago Young Americans Hockey Organization for the Donation to the New Robert Crown Community Center**
Staff recommends City Council adoption of Resolution 30-R-19 authorizing the City Manager to execute a Gift Agreement and a Use Agreement with Chicago Young Americans (CYA) (543 North Avenue, Libertyville, IL 60048) for partial naming rights to Rink 1 at the new Robert Crown Community Center and a Use Agreement outlining terms of rink rental. Revenue from the gift agreement will be deposited into the Crown Construction Fund (Account 416.40.4160.56011 - Donations) via Friends of Robert Crown. Revenue from the user agreement will be deposited into General Fund Revenue (Account 100.30.3030.53565 - Recreation Program Fees).
**For Action**
(A10) **Resolution 32-R-19, Authorizing the City Manager to Execute a Gift Agreement and a Use Agreement with Evanston Youth Hockey Association (EYHA) for the Donation to the New Robert Crown Community Center**

Staff recommends City Council adoption of Resolution 32-R-19 authorizing the City Manager to execute a Gift Agreement with Evanston Youth Hockey Association (EYHA) (P.O. Box 149, Evanston, IL 60201) for partial naming rights to Rink 1 at the new Robert Crown Community Center and a Use Agreement outlining terms of rink rental. Revenue from the gift agreement will be deposited into the Crown Construction Fund (Account 416.40.4160.56011 - Donations) via Friends of Robert Crown. Revenue from the user agreement will be deposited into General Fund Revenue (Account 100.30.3030.53565 - Recreation Program Fees).

**For Action**

(A11) **Resolution 90-R-19, Authorizing a Three-Year Lease Agreement with North Shore Senior Center for Room G205 at the Morton Civic Center**

Staff recommends City Council adoption of Resolution 90-R-19, authorizing the City Manager to negotiate the lease of office space with North Shore Senior Center (NSSC) at the rate of $563.00 per month for three (3) years beginning October 1, 2019 for Room G205 in the Lorraine H. Morton Civic Center.

**For Action**

(A12) **Resolution 91-R-19, Authorizing the City Manager to Enter into a Three Month Lease Agreement for Studio B11 at the Noyes Cultural Arts Center**

Staff recommends City Council adoption of Resolution 91-R-19 authorizing the City Manager to enter into an agreement for a three (3) month lease term with new tenant Rimma Mitchell, an Evanston resident, to lease vacant studio B-11 at the Noyes Cultural Arts Center. Revenues are deposited into the Noyes Cultural Arts Business Unit (Account 100.30.3710.53565).

**For Action**
(A13) **Resolution 92-R-19, Authorizing the City Manager to Execute an Agreement with Hoffman House Catering for Senior Meal Food Programs at the Levy Center and Fleetwood-Jourdain Community Center**

Staff recommends City Council adoption of Resolution 62-R-19 authorizing the City Manager to execute a new contract between the City of Evanston and Hoffman House Catering (1530 Hubbard Avenue, Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2019 through September 30, 2020 in the not-to-exceed amount of $4.80 per lunch meal. Total meal program contract value is projected at $43,543.00. This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served and varies depending on the levels of participation. The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure accounts.

**For Action**

(A14) **Ordinance 111-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(F)1 “Residential Exemption Parking District B”**

Staff, per Alderman Fiske’s request, recommends City Council adoption of Ordinance 111-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(F)1 “Residential Exemption Parking District B.” This Ordinance will add three homes, 400/406/412 Clark Street and homes from 1430 Sheridan Road to Davis Street to the Residential Parking District B.

**For Introduction**

(A15) **Ordinances 107-O-19 and 108-O-19, Proposing the Establishment of a Special Service Area No. 7 and No. 8 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures**

Staff recommends the City Council adoption of Ordinances 107-O-19 and 108-O-19 proposing the establishment of two Special Service Areas (SSA #7 and SSA #8) for commercial properties located in the merchant district along Central Street. A West Central Street district would be located between Central Park Avenue on the west and Ewing Ave. on the east. An East Central Street district would be located between Hartrey on the west, Eastwood on the east, Isabella on the north and Simpson on the south. Two SSAs are recommended based on community feedback during the SSA feasibility study period. **Staff recommends suspension of the rules for Introduction and Action at the September 23, 2019 City Council meeting to enact the SSAs to allow tax collections beginning January 1, 2020.**

**For Introduction and Action**
(A16) **Ordinance 109-O-19, Proposing the Extension of Special Service Area No. 4 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures**

Staff recommends the City Council approve Ordinance 109-O-19 proposing the extension of Special Service Area #4 for properties located in downtown Evanston generally bound by Emerson, Ridge, Grove and Chicago Avenue and establishing a public hearing date. **Staff recommends suspension of the rules for Introduction and Action at the September 23, 2019 City Council meeting to enact the SSAs to allow tax collections beginning January 1, 2020.**

**For Introduction and Action**

(A17) **Ordinance 89-O-19, Amending the Municipal Retailers Occupation Tax to Increase the Rate Assessed from 1.0% to 1.25%**

Staff recommends City Council adoption of Ordinance 89-O-19, amending the municipal retailer’s occupation tax (home rule sales tax) to increase the rate assessed from 1.0% to 1.25%. The additional revenue from this rate increase would be deposited in the City’s General Fund.

**For Action**

(A18) **Ordinance 88-O-19, Amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones” adding a Portion of Madison Street**

The Transportation & Parking Committee, as well as City staff, recommends City Council adoption of Ordinance 88-O-19, amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones”, adding the North side of 600 Madison Street, from Chicago Avenue to Custer Avenue. Enforcement will be from 8am - 9pm and will have a rate of $.50 per hour.

**For Action**

(A19) **Ordinance 94-O-19, Amending Portions of City Code Sections 10-11-10 “Schedule X(C); Two-Hour Limited Parking”**

The Transportation & Parking Committee recommends City Council adoption of Ordinance 94-O-19, amending portions of City Code Sections 10-11-10 “Schedule X(C); Two-Hour Limited Parking.” This Ordinance allows for 2 hour parking from 9:00 a.m. to 6:00 p.m. on the west side of Dodge Avenue from Church Street to the first alley north thereof.

**For Action**

(A20) **Ordinance 84-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two Hour Limited Parking”**

The Transportation & Parking Committee recommends City Council adoption of Ordinance 84-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two Hour Limited Parking.” This Ordinance will allow for 2-hour parking on the east side of Maple Avenue from Garnett Place to Foster Street.

**For Action**
(A21) **Ordinance 85-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G”**
The Transportation & Parking Committee recommend City Council adoption of Ordinance 85-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G.” This Ordinance will add the three spaces west of Maple on the north side of Foster Street to District G.

For Action

(A22) **Ordinance 91-O-19, Amending Various Sections of Title 10, Chapter 11 Pertaining to City of Evanston Parking Lots**
Staff recommends City Council adoption of Ordinance 91-O-19, amending various portions of Title 10, Chapter 11 pertaining to City of Evanston Parking Lots. The Ordinance will remove Lot 32’s 13 meters (825 Hinman Avenue) as all spaces within the lot are being converted to permit only, add Lot 68 and its 13 spaces (717-719 Howard Street) as construction is complete on the new lot, and various other amendments to bring the City Code up to date with previous parking rate and hour changes.

For Action

(A23) **Ordinance 87-O-19, Proposing Consideration of Scheduling of Dates for a Joint Review Board Meeting and a Public Hearing to Consider a Proposed First Amendment to the Howard and Ridge TIF District Redevelopment Plan and Project**
Staff recommends City Council approve Ordinance 87-O-19 establishing dates for Howard Ridge TIF amendment Public Hearing and Joint Review Board Meeting.

For Action

**PLANNING AND DEVELOPMENT COMMITTEE**

(P1) **Landlord-Tenant Services with Metropolitan Tenants Organization & Lawyers’ Committee for Better Housing**
The Housing and Homelessness Commission and staff recommend approval of renewal contract with Metropolitan Tenants Organization (MTO) and Lawyers’ Committee for Better Housing (LCBH) in the not-to-exceed amount of $70,000 for landlord-tenant services. The funding source is the City’s Affordable Housing Fund, 250.21.5465.65497, Landlord-Tenant services. The Affordable Housing Fund currently has a cash balance of approximately $900,000.

For Action
(P2) Ordinance 115-O-19, Granting the YWCA a Special Use Permit for a Planned Development Located at 1215 Church Street and 1726-1730 Ridge Avenue in the R4 General Residential District
The Plan Commission, Preservation Commission, and staff recommend adoption of Ordinance 115-O-19 for approval of a Special Use to expand a Community Center – Public and a Recreation Center – Public and for a Planned Development to demolish two single family residence-style structures and construct a two-story entrance addition abutting the south façade of the existing YWCA building and a four-story domestic violence shelter abutting the north façade of the existing YWCA building. The proposal includes the following Site Development Allowances: 1) Parking Location: Propose parking spaces within the required front yard setback (fronting Church St.) where parking is not permitted in front yards; 2) Loading Berth Location: Propose two loading berths within the west interior side yard setback where loading berths are permitted within the building envelope only; 3) Impervious Surface Coverage: Propose 75.5% impervious surface coverage where a maximum 55% is allowed; 4) Building Height: Propose 4 stories at 42.4’ height for a flat roof where a maximum 2.5 stories or 35’ to the peak for a sloped roof is allowed; 5) Unenclosed Loading Berth: Propose 2 open loading berths within the side yard/front yard where open loading berths are only permitted within a rear yard.

For Introduction

(P3) Ordinance 105-O-19, Application for Major Zoning Relief to Expand a Legally Nonconforming Structure at 3101 Central Street
City staff and the Zoning Board of Appeals recommend City Council adoption of Ordinance 105-O-19, granting major zoning relief to expand a legally nonconforming structure by constructing a 580 sq. ft. one-story garage bay enclosure. The applicant requests to expand the legally nonconforming use for an Automobile Repair Service Establishment and an Automobile Body Repair Establishment where said uses are not eligible permitted or special uses in the R4 General Residential District or an eligible Active Ground Floor Use in the oCSC Central Street Overlay District. The applicant also requests the addition of zero parking spaces where one additional parking space is required due to the expansion, for a total of 11 legal on-site parking spaces where 12 parking spaces are required.

For Introduction

(P4) Ordinance 106-O-19, Granting a Special Use Permit for Daycare Center – Domestic Animal, and Kennel at 1245 Hartrey Avenue
The Zoning Board of Appeals and City staff recommend City Council adoption of Ordinance 106-O-19 granting special use approval for a Daycare Center – Domestic Animal, and a special use for a Kennel, for Unleashed in Evanston, in the I2 General Industrial District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

For Introduction
(P5) **Ordinance 114-O-19, Granting a Special Use Permit for a Planned Development Located at 1012-1018 Church Street in the D3 Downtown Core Development District**

The Plan Commission and staff recommend adoption of Ordinance 114-O-19 for approval of a Special Use for a Planned Development in the D3 Downtown Core Development District to construct a 3-story, 37,800 square foot Cultural Facility, a live theater performance venue, with a 289-seat main stage and a building height of 41 feet. The development includes site development allowances for the following: 1) Number of parking spaces: 0 spaces where 32 are required; 2) Street frontage property line setback: 2 feet at the first floor where 0 feet is required up to a minimum building height of 24 feet but not more than 42 feet.

**For Introduction**

**ECONOMIC DEVELOPMENT COMMITTEE**

(O1) **Resolution 89-R-19, Authorizing the City Manager to Execute a Grant Agreement with Mudlark Theater, NFP to Provide Funding for the Equity in the Arts Hiring Program**

The Economic Development Committee recommends City Council adoption of Resolution 89-R-19, authorizing the City Manager to execute a grant agreement with Mudlark Theater, NFP to provide funding for the Equity in the Arts Hiring Program for a second and final year at a total cost of $25,000. Staff recommends utilizing the Economic Development Workforce Development Fund (Account 100.21.5300.62663). The approved 2019 Fiscal Year Budget allocated $100,000 to this account. To date, $12,602.10 has been spent, leaving a remaining balance of $87,397.90.

**For Action**

**APPOINTMENTS**

(APP1) **Parks, Recreation and Community Services Board - Patricia Gregory**

A 60-year resident of Evanston, Patricia Gregory is a physical education teacher for Evanston/Skokie School District 65. She has served as president of the Evanston/Skokie PTA Council, educational chairperson for Foster Park Neighbors, and co-president of the West End Area Block Club. Patricia holds a master’s degree in special education and a bachelor’s degree in physical education, health and recreation.

(VIII) **Call of the Wards**

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

(IX) **Executive Session**

(X) **Adjournment**
MEETINGS SCHEDULED THROUGH SEPTEMBER 2019
Upcoming Aldermanic Committee Meetings

<table>
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<tr>
<th>Date</th>
<th>Time</th>
<th>Committee</th>
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<tbody>
<tr>
<td>9/25/2019</td>
<td>6:00 PM</td>
<td>Transportation and Parking Committee</td>
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<td>9/25/2019</td>
<td>7:30 PM</td>
<td>Economic Development Committee</td>
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<td>9/26/2019</td>
<td>5:30 PM</td>
<td>E-911 Telephone System Board</td>
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Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager’s Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager’s Office 48 hours in advance so that arrangements can be made for the accommodation if possible.
Memorandum

To: Honorable Mayor and Members of the City Council

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

Subject: Application for Appeal to City Council of Preservation Commission
Decision Denying Certificate of Appropriateness for 2404 Ridge Avenue

Date: September 12, 2019

Recommended Action:
Staff recommends that the City Council continue consideration of whether to accept the appeal of the Preservation Commission’s decision denying the Certificate of Appropriateness (COA) for 2404 Ridge Avenue until the October 14, 2019 meeting of the City Council. The appellants have stated that they will be out of the country on September 23, 2019. The City Council may make a motion to accept the application for appeal. If a motion is made and adopted, the City Council shall affirm, modify or reverse the decision of the Preservation Commission within forty-five (45) days. If no motion to accept the application for appeal is made, the decision of the Commission shall be final.

Livability Benefits:
Built Environment: Provide compact and complete streets and neighborhoods
Education, Arts, and Community: Preserve and reuse historic structures and sites

Summary:
At the August 6, 2019 meeting, following Rick Sweitzer’s presentation (owner), discussion, and public comment, the Preservation Commission voted 1 aye, 6 nays on a motion to issue a COA for 2404 Ridge Avenue for the post approval alterations to the original 1997 approved project, including changes to the location of three of the skylights, not relocating one of the doors, changes to windows on the south side, including the size of the windows, and some other changes that are all to windows and window positions, in accordance with applicable standards 1-10 for alteration (per Section 2-8-9 (A)(1)-(10)), seconded by Commissioner Ken Itle. The motion failed. Vote: 1 aye (Simon), 6 nays (Bady, Dudnik, Itle, Reinhold, Sullivan and Vogel).

Staff submits the Application for Appeal from Rick Sweitzer and Chris Sweitzer, Owners, filed September 5, 2019.
Pursuant to City Code Subsection 2-8-8(G), "Appeals," the City Council may make a motion to accept the application for appeal and subsequently affirm, modify or reverse the decision of the Commission within forty-five (45) days. If no motion to accept the application for appeal is made, the decision of the Commission shall be final.

Attachments:
2404 Ridge Ave. Appeal Application, Final
2404 Ridge Ave Packet for August 6, 2019 EPC meeting
EPC Minutes Excerpt, August 6, 2019
Preservation Commission Findings of Fact, August 6, 2019
2404 Ridge Avenue, Local Landmark Statement of Significance
EVANSTON PRESERVATION COMMISSION

APPEAL TO CITY COUNCIL

Notice of Appeal from Evanston Preservation Commission's Decision

1. Street address of subject property: 2404 Ridge Ave.

2. Parcel’s Identification Number (lot of record) 11-07-108-004-0000

3. Appellant/Property Owner’s name(s) Rick Sweitzer & Chris Sweitzer

Mailing Address: Number 1130 Street Name Greenleaf Ave.

City: Wilmette Zip Code: 60091

Phone Number: Rick: 847-828-8388 | Chris: 847-828-3534 Email: Rick@nwpassage.com; csweitzer8@gmail.com

4. Appellant’s interest in subject property (owner, contract purchaser, etc.) if any: Owner

5. If you are other than Owner of Record, you must also submit an affidavit setting forth the name(s) and address of the owner(s) of record, based either on your personal knowledge or based on records specified in the affidavit.

6. Is the subject property an Evanston Landmark? Yes ☐, No ☐

7. Is the property in a Historic District? Yes ☐, No ☐

8. If Yes: Lakeshore ☐, Ridge ☐, Suburban Apartment Building ☐, Northeast Evanston ☐, Local District ☐, National Register ☐

9. Legal description of the subject property:

THE SOUTH 8 RODS OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST 1/4 LYING WEST OF RIDGE AVENUE IN SECTION 7, TOWNSHIP 41, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THE WEST 1038.5 FEET MEASURED FROM THE WEST LINE OF SECTION 7 IN COOK COUNTY, ILLINOIS)

LAND TOTAL AREA: 29,156 SQ. FT = .669 ACRE.

COMMONLY KNOWN AS: 2404 RIDGE AVENUE, EVANSTON, ILLINOIS

10. A copy of any letters denying the request or proposal from which you wish to appeal should be attached.
11. What aspect(s) of the Preservation Commission's decision are you appealing?


☐ Determination of the facts.

☐ Other

Please explain: (include attachments when necessary)

Please see attached document.

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12. If you are appealing an interpretation of the Historic Preservation Ordinance, what provision(s) is/are in question? (include attachments when necessary)

Section: Paragraph: Number: Subparagraph: Number:

Attached document notes the below sections in which are in question.

Section 2-8-9 (A) 1. Standards for review of applications for certificate of appropriateness

Section 2-8-9 (A) 2. Standards for review of applications for certificate of appropriateness

Section 2-8-9 (A) 5. Standards for review of applications for certificate of appropriateness

Section 2-8-9 (A) 6. Standards for review of applications for certificate of appropriateness

Section 2-8-9 (A) 9. Standards for review of applications for certificate of appropriateness

Section 2-8-9 (A) 10. Standards for review of applications for certificate of appropriateness

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15 of 1253
13. What do you contend?

- The proper interpretation of the Historic Preservation Ordinance.
- The proper interpretation of the facts.
- Other.

Please explain:
_____________________________________________________________________________________
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14. In what way are you aggrieved (harmed) by the interpretation and/or determination of the Evanston Preservation Commission?
_____________________________________________________________________________________
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_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

I (We) certified that all of the above statements are true to the best of my (our) knowledge and belief. (If there are joint appellants, all must sign)

Rick Sweitzer
Name of Appellant (print)  Signature  Date

Chris Sweitzer
Name of Appellant (print)  Signature  Date

Name of Appellant (print)  Signature  Date

IMPORTANT REMAINDER: This appeal application must be submitted within thirty (30) days of the Commission’s denial. Submit to the Community Development Department, Planning Division, 2100 Ridge Avenue, Evanston, IL 60201, (847) 448-8675; Attn: Scott Mangum, Planning and Zoning Manager or email to: smangum@cityofevanston.org
August 13, 2019

Rick Sweitzer
1130 Greenleaf Avenue
Wilmette, IL 60091

Via U.S. Mail and E-mail

RE: 2404 Ridge Ave. - Preservation Commission decision on application for a certificate of appropriateness for exterior alterations to the barn structure post 1997 and 2000 approvals.

Dear Mr. Sweitzer:

On August 6, 2019 the Preservation Commission reviewed your application for a Certificate of Appropriateness (COA) for post approval alterations to the barn at 2404 Ridge Avenue, a designated Evanston landmark, as follows: 1) East elevation – 3 skylights on east elevation (approved plans did not include skylights on the east elevation). 2) West elevation – 3 skylights (approved plans included 6 skylights); first floor – one window added to north of door (approved plans added window south of door) and two double unit windows added to reflect second floor double windows. 3) North elevation – No changes or alterations. 4) South elevation – One less window installed on west half of first floor – existing window larger than original plans, a larger window not installed.

The Commission also heard comments about the post approval alterations from members of the public who spoke in opposition to the alterations to the barn, including:

- Mr. DeStefano, architect and resident said the west windows were not added by the previous owner, that the barn no longer looks like a barn. The value of the property is the homestead on top of Ridge with farm/park below.
Peter Miller was concerned with the skylights (3 facing east and 3 facing west), which are visible, and the subsequent changes to the barn should be reverted to what was approved.

During discussion of the application, Commissioners expressed concerns about the post approval alterations including adding three additional skylights on the western side of the barn that are visible from the public way. The Commission noted that the placement of the skylights were an important point of discussion in granting your previous COA, as reflected in the October 21, 1997 Preservation Commission minutes.

Commissioners also expressed concern that you were unable to offer any explanation for why the building was not built to specifications of the approved plans.

City staff (Carlos Ruiz) noted that the Commission approved the Certificate of Appropriateness (COA) for exterior alterations on October 21, 1997 and that he re-issued the COA in 2000 for the same elevation drawings.

Commissioner Elliott Dudnik made a motion to issue a COA for 2404 Ridge Avenue for the post approval alterations to the original 1997 approved project, including changes to the location of three of the skylights, not relocating one of the doors, changes to windows on the south side, including size of the windows, and some other changes that are all to windows and window positions, in accordance with applicable standards 1-10 for alteration (per Section 2-8-9 (A)(1)-(10)), seconded by Commissioner Ken Itle. The motion failed. Vote: 1 aye (Simon), 6 nays (Bady, Dudnik, Itle, Reinhold, Sullivan and Vogel).

Per Section 2-8-8 (G) of the City Code you as the applicant, following the denial of a certificate of appropriateness, may, within thirty (30) days of the denial apply for appeal to the City Council (instead of the Planning and Development Committee because it is not composed of the nine (9) sitting Council members).

Alternately, based on the Commission’s decision you could apply for a COA to return the barn back to the exterior alterations as the Commission approved in 1997 and re-issued by City staff in 2000. Staff could approve this COA application as long as it matches the 1997/2000 approvals.

If you decide to appeal the denial of the certificate of appropriateness you must submit your appeal application to this office by no later than September 5, 2019 (application for appeal is enclosed).
Failure to return the barn to the 1997 approved alterations and re-issued in 2000 or apply for an appeal within the specified time (by September 5, 2019), you will be subject to the Penalties in Section 2-8-15.

For your information I have enclosed Section 2-8-8 - Certificate of Appropriateness, Section 2-8-9 (A)(1)-(10) - Standards for Review of Applications for Certificates of Appropriateness, Section 2-8-15 - Penalties, and the draft August 6, 2019 meeting notes.

Please contact this office if you have any questions.

Sincerely,

Scott Mangum
Planning and Zoning Manager
September 4, 2019

Evanston City Council
2100 Ridge Ave
Evanston, IL
60201

RE: 2404 Ridge Ave. Barn Alterations

Dear Evanston City Council,

Please see attached for completed copy of owner’s Notice of Appeal to Evanston Preservation Commission’s Decision following August 6th, 2019 Historic Preservation meeting.

We are requesting a comprehensive review of the information herein for consideration.

Thank you,

[Signature]

Rick & Chris Sweitzer
(Owner & Applicant)
11. What aspect(s) of the Preservation Commission’s Decision are you appealing?

During the HPC meeting, the commissioners briefly discussed the exterior alterations that were not on the original or extended COA’s, but without attention to whether or not they met the applicable Standards for review of Applications for COA. The largest change, as noted by the commissioners, was the change from 6 skylights on the W elevation to 3 on W and 3 on E. The commissioners did not apply the standards to deny this change, rather noting that the skylights were discussed at length the first time around and therefore were not permissible with a new COA. There was no discussion surrounding the fact of the earlier approval and how these would fall in line with it. The other minor changes were deletions of the proposed work and thereby not objectionable.

Further, per the HPC ordinance, only structural alterations that are visible from the street or the public way are to fall under the purview of the commission. Parts of the ordinance demand visibility from the street alone.

We note that the barn is an accessory structure, located behind the main landmark building and therefore, very little of the alterations in question have any more than minimal visibility, if any, from any street or public way. Shrubbery could be added to eliminate any visibility question of the East Elevation from the street or public way view.

I. Interpretation of the Historic Preservation Standards of Review for Certificate of Appropriateness (Evanston City Code (2-8-9 (A)):

1) Every reasonable effort...
   a. There is no question that every reasonable effort has been made to adapt the barn in question, in a manner that required minimal alteration while preserving the structural integrity and the ability to use the barn into the future as an economically viable accessory dwelling structure.

2) The distinguishing original qualities...
   a. No original and distinguishing qualities or properties of the barn have been destroyed. In fact, the old barn doors have been saved, restored and repurposed into attractive shutters for the openings they previously served. The lower-level West side openings have received custom built garage doors that very much replicate the original nature of the building.

5) Distinctive stylistic features, materials, finishes...
   a. All historic and stylistic features have been considered, preserved and enhanced into future use. Several key barn features have been completely unaltered, such as the horse stalls & urinals that runs the distance of the first floor, and the horse stall windows and walls.
b. The kitchen in the barn features the amazing and historic work bench, repurposed into a kitchen counter with appliances, while preserving the old wooden vice. The historic artifacts, including wooden shovels, wheels, horse tack, etc. have been saved and preserved as wall hangings.

6) Deteriorated architectural features...
   a. All deteriorated exterior features of the barn have been preserved and restored with careful same kind attention.

9) Innovative design shall not be discouraged...
   a. For sure, we have spent large sums of time and $ to creatively repurpose the barn use, while preserving, maintaining and enhancing its historic appeal through the adaptive reuse of the W exterior and the entire interior as above.

10) Wherever possible, alterations to structures...
   a. There is no question that the few alterations made to the barn could be removed, if necessary, down the road without impacting the essential form and integrity of the structure.
   b. The exterior approved deck is designed and built to be free standing, as per the HPC original COA. It could be removed without impacting any part of the barn structure.

II. Determination of Facts:

The attached City notice of denial of the Barn COA references a neighbor’s comment regarding the barn windows in stating: “Mr. DeStefano, architect and resident said the west windows were not added by the previous owner, that the barn no longer looks like a barn. The value of the property is the homestead on top of Ridge with farm/park below.” This statement is factually incorrect and unsubstantiated by any evidence. The West windows were existing when the current owner purchased the property. In addition to this, owner is objecting to the Preservation Commission’s amenability to several additional neighbors providing anecdotal thoughts, feelings, and subjective reservations to the barn COA application.

Additionally, there is a misrepresentation of the facts on the HPC Notice of COA Denial (see page 2, paragraph 1) where it states: "...commissioners expressed concerns about the post approval alterations including adding three additional skylights on the western side of the barn...." This is NOT accurate and is a misguided statement in the Notice of Denial. The original plans AND approvals had 6 skylights on the Western elevation and 2 on the South elevation. What was long ago created was 2 on the South elevation, 3 on the West elevation and 3 on the E elevation roof. Please note the reporting error.

The HPC denial includes comment regarding the initial barn COA and states that the skylights were, “an important point of discussion in granting your previous COA, as reflected in the October 21, 1997 Preservation Commission minutes.” This statement does not include a
We would be happy to add evergreens or shrubbery in order to completely obscure the barn’s visibility from all street view and public way.

The public alley is not as public as it looks, as the city has informed us, that due to the fact that a sizable portion the E/W section of alley is located on our property, the city will be abandoning its municipal use of same. In all cases, the visibility matter is open to some question. There is no question that the alterations being spoken of are not very visible, when at all, to the concerned public.

13. What do you contend?

We originally received a COA for the exterior and interior work in 1997, over 22 years ago. In 2000, the COA was extended. The exterior alterations completed in the 1st or 2nd year following the issuance of the city permit issued in April 1999, following a very long and substantial review by the City. Otherwise it would have required an additional extension of the original COA which expires after 6 months. Therefore, the work would have been completed by mid-year of 2001, more then 18 years ago and thus, should not be re-considered in 2019.

We have strong reason to believe that any and all changes were discussed with both the HPC coordinator and the city permitting department during the initial COA application and approval process prior to 2000. We received multiple inspections of the permitted work during this time, that would have observed and inspected the work and installation of said windows and skylights.

Additionally, we contend that the City’s request for a new Barn COA was due to our application to subdivide the land. This issue was non-existent until our application for subdivision was submitted. Immense neighborhood pressure on City Staff to re-review the barn 18+ years following completion is without factual evidence and frivolous.

Our discussions with the city HPC coordinator would constitute administrative approval of these changes. We do not have a good paper trail of this period but the HPC coordinator has said in discussions with the neighbors, (if the FOI information we received is reliable), and verified by our belief in more recent discussions with the coordinator earlier this year confirming same, that the skylight issue has been discussed previously.
14. In what way are you aggrieved (harmed) by the interpretation and/or determination of the Evanston Preservation Commission?

The HPC interpretation and determination of the Evanston Preservation Commission presents several grievances as owner. First, this work has long been completed and not contended by any neighbor and or city representative. The property has been inspected numerous times since completion, without City indication of a violation or issue. The interpretation and determination of the HPC to revert the changes that were made 15+ years ago would inflict not only economic hardship but require additional HPC approvals / work to be done on the property.

It is our belief that 5 major problems exist with the city's mandate that we go through this 20 year later representation of the historic exterior alterations:

1) They have long been seen in open daylight, discussed, inspected and approved by city staff. Our discussions with the city HPC coordinator would constitute administrative approval of these changes.

2) Regardless of street visibility, or other considerations of the HPC, the few and very minor alterations are in keeping with what has been approved.

3) This work has long been completed which would draw into question whether the Statute of repose/limitations (essentially describing construction statute of limitations for “violations”) should be applied to this matter (see below).

City Ordinance: Section 6-2-2: Legal Effect:

“The provisions of this Ordinance shall be interpreted so as not to be in conflict with the laws of the State of Illinois or any other limitations imposed by law. In the event, however, that any section, provision, sentence or clause of this Ordinance is declared unconstitutional by a court of competent jurisdiction, that determination will not affect the other remaining chapters, sections, and provisions of this Ordinance.”

Illinois Statutes: Chapter 735 § 13-214:

“§ (a) Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privity, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.”

(b) "No action based upon tort, contract or otherwise may be brought against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property after 10 years have elapsed from the time of such act or omission. However, any person who discovers such act or omission prior to expiration of 10 years from the time of such act or
omission shall in no event have less than 4 years to bring an action as provided in subsection (a) of this Section. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.”

4) This issue was ONLY brought to our attention following our application to subdivide the land. The issue has been raised at the neighbor’s insistence as a method to restrict and block the use of the barn as an Accessory Dwelling unit and the subdivision of the property.

5) Since our application for subdivision was submitted, City Staff has continuously misled and continuously backtracked on official instruction regarding the Barn COA.

Please see below for detailed chronological correspondence from City Staff regarding the Subdivision application and the subsequent request for re-submission for new Barn COA:

- March 18, 2019:
  - Initial Application for preliminary zoning analysis to subdivide 2404 Ridge into 2 parcels is submitted in full.

- April 1, 2019:
  - Michael Griffith emails owner/applicant (ATTACHMENT #1) stating: “A 2-lot subdivision of the property as shown on the plan submitted 3/18/19 is zoning compliant. Existing zoning nonconformities related to the barn are existing and the proposed subdivision does not change those conditions.”

- April 9, 2019:
  - Melissa Klotz emails applicant/owner (ATTACHMENT #3) stating that applicants do not need a draft subdivision plat for the Preservation Review.

- April 30, 2019:
  - Owner receives an official letter from the City of Evanston, Melissa Klotz (ATTACHMENT #2) indicating that the City is now requesting that owner obtain a COA for work done on the exterior of the barn structure that was completed and inspected by the City many years prior. The letter is introduced by discussing Gary Gerdes’s most recent inspection of the property and states, “Mr. Gerdes observed that build-out was substantially per approved plans but there were minor changes to window and door locations and three skylights has been added on the east elevation.”
    - The letter also references the Fence / Plat of Survey and states, “The plat of survey does show that the fence line on the north and west sides of the property encroach park property. Subdivision approval shall include correction of the fence placement.”
    - Additionally, the letter contradicts bullet #1 by stating: “The proposed subdivision of the property shall not move forward through any City process unless the aforementioned violations are simultaneously rectified, and a Certificate of Appropriateness is obtained.”

- May 7, 2019:
owner receives a 3rd official letter from the City of Evanston, Melissa Klotz (ATTACHMENT #2) stating, “The subdivision may not proceed through any city process unless a complete application for a Certificate of Appropriateness is applied for concurrently to rectify any outstanding violations for windows, skylights, and doors at the property. Once both applications are received by staff, the subdivision may move forward through the City process even if the Certificate of Appropriateness for the windows, skylights, and doors is continued by the Preservation Commission for any reason. This letter supersedes the City letter dated April 30, 2019, which stated the subdivision application could not move forward until all violations at the property are rectified.”

May 15, 2019:

- Owner receives official letter from the City of Evanston, Michelle Masoncup (ATTACHMENT #2) stating, “I am writing to follow up on our May 7, 2019 meeting. The City is willing to move forward your application to subdivide your property at 2404 Ridge Avenue; however, there are several issues, discussed below, that must first be resolved prior to the city forwarding your application to the Preservation Commission.”

- Additionally, the letter states, “…since you have failed to complete your project and continued to renew the building permit, the statute of limitations has not begun to run. Your application to the Preservation Commission to subdivide your property will not be heard by the Preservation Commission until you are in compliance with your building permit, or the City receives an additional application for a certificate of occupancy. Second, you must remove the portions of your fence on the North and West sides of your property that encroach on city-owned land. Within ninety (90) days, the fence must be either removed, or a plan to remove the fence is mutually agreed on.”

- The letter continues in stating that, “adverse position (sic) does not apply to property that is held for public use, see, Miller v. Metro. Water Reclamation Dist. Of Greater Chicago, 374 Ill. App. 3d 188, 190, 870 N.E.2d 1040, 1042 (2007). The City property that the fence occupies is on City Park land... While private citizens are limited in using adverse possession to acquire publicly used land, the same requirements do not prohibit the City. The City is willing to purchase this portion of your property that is being used as a part of the alley, or enter into a no-fee long term easement. If you wish to sell the property, the city will order a survey and appraisal of the property.”

- The final paragraph of the letter states, “The City is ready to resolve the above issues and move forward with the subdivision of your property. However, first we must resolve the issues discussed above.”

- In addressing next steps on the Barn, the email is followed by stating, “You must submit the Preservation application and enhanced transposed photos, and then both that issue AND the subdivision issue will proceed to the Preservation Commission. The subdivision may not proceed to the Preservation Commission unless the violation issue is also submitted for. If the violation issue does not
receive a determination at the Preservation Commission meeting and is continued to another meeting, the subdivision WILL NOT be held up and may continue to move forward to City Council.

- May 17, 2019:
  o Owner receives an email from Hugh DuBose (ATTACHMENT #4, page 15) that states, "The City’s letter dated May 15, 2019, clearly provides the steps you need to take for the City to review your application for the subdivision of 2404 Ridge Avenue. The City is standing by ready to help you navigate the subdivision process; however, you must resolve the issues described in our May 15 letter. Absent full compliance, the City will not be able to move your application forward to the Preservation Commission."

- May 22, 2019:
  o Owner receives email from Melissa Klotz (ATTACHMENT #3) listing outstanding items that are required in order to complete Historic Preservation review. The email states that owner must obtain permit to remove the fence. This statement was subsequently retracted by Melissa Klotz in email dated June 5th, 2019 (ATTACHMENT #3, page 5).
  o The Email also states that the window/door/skylight issue will FIRST be heard at the Preservation Commission following application for a new COA and that "If the Preservation Commission does not issue a new COA (windows/door/skylights), then the application for subdivision will be held for future date." This statement directly contradicts with the letter dated May 7th, 2019, which supersedes letter dated April 30, 2019.

- May 31, 2019:
  o Owner receives an email from Melissa Klotz stating, “Thank you for submitting the remaining documents for Preservation Commission. You are confirmed that both the window/door/skylight issue and the subdivision are on the Preservation agenda for June 11th. The Law Department will respond to your remaining questions next week."
  o Owner has still yet to receive anything from the Law Department.

- June 4, 2019:
  o Owner receives email from Melissa Klotz (ATTACHMENT #3, page 4), stating, “the City is in the process of ordering the appraisal. The appraisal does not have to be completed for the subdivision to proceed through the entire process. As soon as we know the timing of the appraisal I will let you know. You will not need to resubmit the subdivision based on what happens with the appraisal/land sale."

  Additionally, the email states, “For the subdivision to be approved by City Council, the fence issue must be resolved – meaning that all fencing on City property must be removed before City Council can vote on the subdivision.” Again, misguided instruction by a City employee which would subsequently be retracted in an email from Scott Magnum Dated June 21, 2019 (ATTACHMENT #3, page 6), that states, "The chain Link fence along the north and west property lines of 2404 Ridge appears to
June 5, 2019:
- Owner receives email from Melissa Klotz (ATTACHMENT #3, page 6) stating, “You do **NOT** need a permit for the removal of any or all of your fencing (including the fence where it is on park land and where it is on private property). I understand this is different than what we previously told you in a letter – after re-evaluating, no permit or any other approval is necessary for removal of the fence.”

June 11, 2019:
- Owner receives email from Michael Griffith (ATTACHMENT #4, page 31) on the evening of the initially scheduled Preservation Meeting stating, “**Concerning the subdivision application, the application is incomplete. Please submit the following:**
  - Application fee: $330, paid by check or credit card.
  - Plat of subdivision, prepared by a surveyor, a pdf is acceptable”
- Owner receives email from Carlos Ruiz (ATTACHMENT #4, page 26) stating, “Also, you need to include the plat of subdivision as requested by Michael Griffith as a part of the application for subdivision in order to be a complete application.”

June 12, 2019:
- After owner brings forth email correspondence from Melissa Klotz explicitly stating the contrary to Michael Griffith’s June 11 email, owner receives email from Scott Magnum stating, “I was not aware of Melissa’s prior communication regarding the timing of the submittal of the Plat of Subdivision. Based on this previous communication, we will include the site plan for the Preservation Commission’s recommendation on the subdivision. However, please note that a Plat of Subdivision and application fee is a requirement for a complete Subdivision application. Staff cannot review the proposed Plat of Subdivision and schedule for City Council consideration without the Plat of Subdivision and application fee. Also, please note that any significant deviations from the site plan reviewed by the Preservation Commission may require an additional review from the Preservation Commission.”

June 21, 2019:
- Owner receives email from Scott Magnum, who has apparently taken over as lead on anything related to 2404 Ridge (ATTACHMENT #3 page 6). “**Contrary to all prior instruction regarding the fence, the email states, “The chain link fence along the north and west property lines of 2404 Ridge Avenue appears to be a City fence separating your property from Leahy Park. Contrary to the previous direction, do not alter this fencing.”
- #4 of email: Scott Magnum presents a **NEW** issue regarding the property that has **NOT ONCE** been discussed in any correspondence up to this date. The email states that review of the Plat of Subdivision, the **City has uncovered** a NEW item
that will require review. He states that, "the deck and barn are partially located on City property. These issues are currently under review by the City and would need to be resolved prior to the City Council considering a Plat of Subdivision, but not prior to the Preservation Commission review." Scott Magnum does not provide owner any substantive information or relevant data nor instruction on how he must proceed with the formerly mentioned items.

- June 24, 2019:
  o Owner receives email from Scott Magnum stating, “The Preservation Commission review of the proposed two-lot subdivision was also continued to its July 9, 2019 meeting. The site plan provided is sufficient for the Preservation Commission's recommendation regarding the proposed subdivision in lieu of a Plat of Subdivision. Any minor changes to the north or south property lines would not require additional review by the Commission.”

- June 27, 2019:
  o Owner receives email from Scott Magnum stating, “Additionally, as discussed it would be your option whether to proceed to City Council regarding the subdivision request if there were still outstanding issues with the Certificate of Appropriateness or property lines.”

- July 11, 2019:
  o Owner receives email from Scott Magnum stating, “Yes, you have already submitted application materials for the Preservation Commission's review of the subdivision and you may choose to proceed with the subdivision application at the August 6th Preservation Commission meeting.

- July 15, 2019:
  o Owner receives email from Michelle Masoncup stating, “Upon further review of the issue presented, you do not need to remove the fence that borders the park property.”
2. OLD BUSINESS

B. 2404 Ridge Ave. (L) – Chris Sweitzer, applicant. Post approval alterations: 1) North Side of Barn: Existing conditions, no changes or alterations. 2) East Side of Barn: far left door replacement was in approved plans but not completed. Approved plans include addition of six skylights. Three skylights were removed from West side of Barn for symmetry and balance and added to East side of barn. Thus, there are three less skylights existing than in original plans. No other changes. 3) South Side of Barn: one less window was installed and is existing than in original plans. Existing window larger than originally approved plans. 4) West Side of Barn: 3 skylights were removed and added to East Side of barn for symmetry and balance. Second floor no change, all windows existing as original plans. First floor minor changes to window positions and added window to left of exit door. Applicable standards [Alteration: 1-10] (Continued from 6/11/2019 and 7/9/2019)
Application for Preservation Review of Certificate of Appropriateness (COA)

Binding Review of Certificate of Appropriateness (COA) & Advisory Review of Zoning/Fence Variations, Special Uses, and Planned Developments

Thank you for submitting your COA application for Preservation Review. This application is required for exterior work affecting Evanston landmarks and properties within local Evanston historic districts when a permit is required and when visible from the public way. To process your application, submit no less than 15 business days before the next scheduled Preservation Commission meeting following: one (1) hard copy of the fully completed application and attachments including: plat of survey, site plan, elevation drawings of the existing and proposed, 3D drawings of the proposed alteration/addition/construction (not to exceed 11” x 17” paper size); and one (1) digital copy in PDF format of the same. The Preservation Commission meetings are on the second Tuesday of the month. All required materials must be to scale with dimensions, and in context with the principal structure and immediate/adjacent structures on the same street block. The submission of the completed COA 15 business days prior to the next scheduled meeting date allows the City staff’s review of the application and to provide the applicant feedback on the completeness of the COA application. Incomplete applications will not be accepted. Refer to the Supplemental Information, pages (i) - (iv) below.

Applications can be submitted in person, by regular mail, electronically via email at cruz@cityofevanston.org or in a flash drive to the Preservation Coordinator, City of Evanston, Community Development Department, Planning & Zoning Division, Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 3201, Evanston, Illinois 60201.

For new construction, additions, major alterations, and demolition, a notice of the Preservation Commission meeting will be sent to the property owners within 250 feet of the subject property. 5 business days prior to the scheduled meeting. Zoning Analysis must be completed by the City of Evanston’s Zoning staff before or by no later than the submission deadline of the completed COA application. Zoning staff requires at least 15 business days to complete a zoning analysis. Depending on the case load and during construction season, zoning analysis may take longer. Applicants must give themselves enough time to request a zoning analysis to meet deadlines.

Completed applications will be scheduled for review at the next available meeting, as long as all the required information is provided on the deadline. Preservation Commission meets on the second Tuesday of the month [see schedule on page (v) below]. Applicants are asked to present at the scheduled meeting to the Preservation Commission a brief overview of the project.

---

**Section A. Required Information (Print) ** Refer to the Supplemental Information for guidance [page (i) fifth page below].

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<tr>
<th>1) Property Address:</th>
<th>FOR STAFF USE ONLY Application Number:</th>
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<td>Z404 Ridge Ave</td>
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<tr>
<th>2) Owner’s Name:</th>
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<tr>
<td>Rick Sweitzer</td>
<td>1130 Greenleaf Ave</td>
</tr>
<tr>
<td>City: Waukeech</td>
<td>Phone: 847-828-3888</td>
</tr>
<tr>
<td>State: IL Zip: 6007</td>
<td>Email/Fax: <a href="mailto:rick@waukeech.com">rick@waukeech.com</a></td>
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<tr>
<td>Cordogan Clark</td>
<td>716 N Wells</td>
</tr>
<tr>
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| 5) Landmark: Yes | Refer to the Supplemental Information for guidance on page (i) fifth page below. |

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<th>6) Within Local Historic District: Yes No</th>
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<th>7) Refer to the completed Zoning Analysis and check as applicable if project requires:</th>
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<td>Major Zoning Variance Minor Zoning Variance Fence Variance If one or more is checked, then fill out Sections B and C (next 2 pages). If project does not require any Zoning Variance or Fence Variance or Special Use Complete section B only.</td>
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Check if your project requires: Special Use Planned Development Refer to Supplemental Information on page (i) below.

Adopted October 19, 2004 Updated December 20, 2017
3) Checklist for Exterior Materials—Check all that apply.

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<td>Stone</td>
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<td>Clay Tile</td>
<td>Asphalt Shingles</td>
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<td>Other:</td>
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<td>Brick Pavers</td>
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<tr>
<td>Metal Shingles</td>
<td>Other:</td>
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<td>Concrete Pavers</td>
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<tr>
<td>Other:</td>
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<td></td>
<td>Poured Concrete</td>
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</tr>
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<td>Brick</td>
<td>Door Material</td>
<td>Wood</td>
<td>Metal</td>
<td>Driveway Material</td>
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<tr>
<td>Stone</td>
<td>Clay</td>
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<td>Clad</td>
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<td>Other:</td>
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<tr>
<td>Gutters/Downspouts</td>
<td>Copper</td>
<td>Window Type</td>
<td>Double Hung</td>
<td>Casement</td>
<td>Crushed Stone</td>
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<td>Aluminum</td>
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<td>Other:</td>
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<td>Galvanized Sheet</td>
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<td>Other:</td>
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<tr>
<td>Window Material</td>
<td>Wood</td>
<td></td>
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<td>Air Conditioning Unit</td>
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<td>Aluminum</td>
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<td>Steel</td>
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<td>Muntins</td>
<td>Not existing</td>
<td>Add Other Materials/Alterations</td>
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<tr>
<td>True divided lights</td>
<td></td>
<td>Not Listed Here (Explain and Attach Information As Needed):</td>
<td></td>
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<td></td>
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<tr>
<td>Simulated divided lights</td>
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</tr>
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</table>

4) Applicant’s Signature: [Signature]
Print Name: Chris Sweiter
Date: 5/31/2019

Proceed to Section C if you are requesting a zoning or fence variation and/or special use. Refer to the Supplemental Information for guidance [page (i) below]. For Planned Development refer to Supplemental Information [page (i) below].
Section B: Application for Certificate of Appropriateness

1) In addition to the required site plans, drawings, and photos, briefly describe the proposed activity and reason for obtaining a Certificate of Appropriateness. Attach a separate sheet if necessary, and refer to the Supplemental Information for guidance.

Exterior alterations to the barn structure that have been completed and were approved in prior years ago. Minor variations between prior-approved plans and what has been completed. Less work was done than what was originally approved in the plans. See attached transposed photo showing prior approved plans + existing conditions.

2) Checklist (Check all that apply and attach any additional information)

<table>
<thead>
<tr>
<th>Type of Exterior Activity</th>
<th>Location / Details</th>
<th>Visible from Public Way (e.g. Streets and Alleys)?</th>
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<tr>
<td>☐ Construction</td>
<td>☐ Residential ☐ Other:</td>
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<tr>
<td>☐ Demolition</td>
<td>☐ Partial ☐ Total</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☑ Alteration ☑ Restoration</td>
<td>☐ Front ☐ Side ☐ Rear</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☑ Addition ☐ Landscaping</td>
<td>☐ Front ☐ Side ☐ Rear</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☑ Garage: ☐ New ☐ Replacement ☐ Rehabilitation</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>☑ Windows ☑ Storm Windows</td>
<td>☑ New ☑ Replacement ☐ Restoration</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>☐ Doors ☐ Storm Doors</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>☐ Roof: ☐ New ☐ Re-roof</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>☐ Fence / Gate: ☐ New ☐ Replacement</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>☐ Siding: ☐ New ☐ Replacement</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>☐ Sign ☐ Awning</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>☐ Air Conditioning Unit</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>☐ Relocation</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

New Address for Relocation:
Section B (continued):

Approved / existing conditions detailed below:

1) North Side of Barn: Existing conditions, no changes or alterations
2) East Side of Barn: far left door replacement was in approved plans but not completed. Approved plans include addition of six skylights. Three skylights were removed from West side of Barn for symmetry and balance and added to East side of barn. Thus, there are three less skylights existing than in original plans. No other changes.
3) South Side of Barn: one less window was installed and is existing than in original plans. Existing window larger than originally approved plans.
4) West Side of Barn: 3 skylights were removed and added to East Side of barn for symmetry and balance. Second floor no change, all windows existing as original plans. First floor minor changes to window positions and added window to left of exit door.
Tuesday, August 6, 2019
Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Room 2800
7:00 P.M.

MINUTES EXCERPT

Members Present: Robert Bady, Elliott Dudnik, Ken Itle, Suzi Reinhold, Mark Simon, Aleca Sullivan, and Karl Vogel

Members Absent: Julie Hacker, Sally Riessen Hunt, Jamie Morris, and Tim Schmitt

Staff Present: Scott Mangum, Planning & Zoning Manager
Hugh DuBose, Assistant City Attorney
Carlos Ruiz, Preservation Coordinator

Presiding Member: Mark Simon, Chair

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Simon called the meeting to order at 7:10 pm with a quorum of seven Commissioners present. Commissioner Vogel arrived at 7:15

2. OLD BUSINESS

A. 2404 Ridge Ave. (L) – Chris Sweitzer, applicant. Post approval alterations: 1) North Side of Barn: Existing conditions, no changes or alterations. 2) East Side of Barn: far left door replacement was in approved plans but not completed. Approved plans include addition of six skylights. Three skylights were removed from West side of Barn for symmetry and balance and added to East side of barn. Thus, there are three less skylights existing than in original plans. No other changes. 3) South Side of Barn: one less window was installed and is existing than in original plans. Existing window larger than originally approved plans. 4) West Side of Barn: 3 skylights were removed and added to East Side of barn for symmetry and balance. Second floor no change, all windows existing as original plans. First floor minor changes to window positions and added window to left of exit door. Applicable standards [Alteration: 1-10] (Continued from 6/11/2019 and 7/9/2019)

Chair Simon said the current Commission does not have any authority to review modifications approved 20 years ago by the then Commission. However, it has come to light that there are modifications made which were not part of the approval.
Rick Sweitzer, owner, presented the application for post approval of exterior alterations to the barn at 2404 Ridge Avenue. For the last 23 years he restored the historic buildings.

In 2019 they presented to the City a three lot subdivision, when it was determined it would require a zoning variation, they submitted a two lot subdivision, which is zoning compliant with the non-conformities of the barn.

In regard to the alterations to the barn, they have maintained that requiring another COA was unreasonable, based on the statute of limitations, the doctrine of res judicata, double jeopardy and administrative approval. However, they agreed to proceed with the COA application as follows:

- East elevation – 3 skylights on east elevation (approved plans did not include skylights on the east elevation).
- West elevation – 3 skylights (approved plans included 6 skylights); first floor – one window added to north of door (approved plans added window south of door) and two double unit windows added to reflect second floor double windows.
- North elevation – No changes or alterations.
- South elevation – One less window installed on south west side; first floor – existing window larger than original plans, replacing larger window not installed.

Commission’s Discussion:

Commissioner Itle talked about the timeline, COA application originally presented to the Commission in 1997; in 2000 the permit was renewed for the same design as 1997, then he asked when the construction went forward, in 2000? R. Sweitzer said the construction had already begun and it was on going. They renewed the COA in 2000, because it had expired. Commissioner Dudnik said the COA had expired, and it had to be renewed in 2000, what happened over the next 19 years? Carlos Ruiz answered that the only time he renewed the COA was in 2000 with the same plans that the Commission had approved in 1997. R. Sweitzer said that the work that is continuing to this date is interior only.

Public Comment:

- James DeStefano, architect and resident said the west windows were not added by the previous owner, that the barn no longer looks like a barn. The value of the property is the homestead on top of Ridge with farm/park below.
- Peter Miller, was concerned with the skylights (3 facing east and 3 facing west), which are visible from the public way, and the subsequent changes to the barn should be reverted to what was approved in 1997.
Commission’s Findings:

Commissioners Dudnik and Itle asked what recourse does the City have when somebody did not build what had been approved. Hugh DuBose said that not building to the COA is an ordinance violation in itself. However, the Commission does not have any kinds of adjudicative powers, such as issuing fines. For tonight’s meeting, the basic question is whether to approve the amendment to the COA or not.

Commissioner Itle noted that in the 1997 minutes the skylights were a big point of contention, and the fact that one of the major changes was to shift the skylights around to the opposite side, a critical point, that the skylights be on the one back side. To make that kind of a change, without even asking the question, seems very difficult to accept after the fact.

Commissioner Dudnik said the Commission did not get any explanation for any of the changes. The applicant needed to explain any of these substantive changes, not just the three skylights. R. Sweitzer said that they were working regularly with the Preservation Coordinator (Carlos Ruiz) and with the City inspectors and the zoning staff. Once the permit was issued (with the inspectors), he does not recall what was discussed with C. Ruiz if there was approval given administratively, he could not tell if one happened in 2001 or 2002. He does not recall the discussion he had with the City about each alteration, but it was a matter of discussion regularly.

Chair Simon asked about the skylights being visible from the public way. R. Sweitzer said the skylights are little visible from the public way. Commissioner Sullivan noted that on the west façade, the wider windows, from the original minutes, were not approved. Commissioner Reinhold asked if the Commission does not approve the alterations, what will happen. C. Ruiz said the applicant has the option to appeal such decision to the City Council or modify the changes to the 1997-2000 plans. Commissioner Dudnik asked what was approved in 2000 versus 1997. C. Ruiz said the 1997 documents are the same drawings that he approved in 2000.

Commissioner Elliott Dudnik made a motion to issue a COA for 2404 Ridge Avenue for the post approval alterations to the original 1997 approved project, including changes to the location of three of the skylights, not relocating one of the doors, changes to windows on the south side, including size of the windows, and some other changes that are all to windows and window positions, in accordance with applicable standards 1-10 for alteration (per Section 2-8-9 (A)(1)-(10)), seconded by Commissioner Ken Itle. The motion failed. Vote: 1 aye (Simon), 6 nays (Bady, Dudnik, Itle, Reinhold, Sullivan and Vogel).

7. ADJOURNMENT

Commissioner Dudnik made a motion to adjourn the meeting at 10:05 pm, seconded by Commissioner Itle. The motion passed. Vote: 7 ayes, 0 nays.

Respectfully Submitted:
Carlos D. Ruiz  
Senior Planner/Preservation Coordinator

Next Meeting: TUESDAY, September 10, 2019 at 7:00 P.M.  (Subject to change)
Address: 2404 Ridge Ave.

Landmark: X Yes □ No

Within Historic District: □ Yes X No

If Yes: □ Lakeshore □ Ridge □ Thematic

□ Local Northeast Evanston

Contributing: □ Yes □ No

Building/Structure Description: Barn built in 1866
Significance: A7: Exemplify an architectural style, construction technique or building type once common in the City; A8: Exhibit an unusual, distinctive or eccentric design or construction technique, which contributes to the architectural interest of its environs as an accent or counterpoint. The pitched roof barn has an extension to the west. It is said to have contain fragments from the Lady Elgin wrecked in 1860. Although resting in part on a newer, concrete foundation, it is a rare surviving example of board and batten construction.

Describe Proposed Project: Post approval alterations: 1) North Side of Barn: Existing conditions, no changes or alterations. 2) East Side of Barn: far left door replacement was in approved plans but not completed. Approved plans include addition of six skylights. Three skylights were removed from West side of Barn for symmetry and balance and added to East side of barn. Thus, there are three less skylights existing than in original plans. No other changes. 3) South Side of Barn: one less window was installed and is existing than in original plans. Existing window larger than originally approved plans. 4) West Side of Barn: 3 skylights were removed and added to East Side of barn for symmetry and balance. Second floor no change, all windows existing as original plans. First floor minor changes to window positions and added window to left of exit door. Applicable standards [Alteration: 1-10] (Continued from 6/11/2019 and 7/9/2019)

In considering an application for a certificate of appropriateness for alteration the Commission shall consider only the following general standards, specific design guidelines, if any, accompanying the ordinance designating the landmark or district, and the standards included in Subsection (E) of this Section. Nothing in this Chapter shall be construed to prevent ordinary maintenance or repairs that do not involve a change of design, material, or the exterior architectural appearance of a property, structure, site or object as long as the prescribed review procedures are followed.

<table>
<thead>
<tr>
<th>STANDARDS</th>
<th>Standard Applies to Project</th>
<th>Project Meets Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Every reasonable effort shall be made to adapt the property, structure, site or object in a manner that requires minimal alteration of the property, structure, site or object and its environment.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>2. The distinguishing original qualities or character of a property, structure, site or object and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features shall be avoided whenever possible except when retention represents a hazardous or dangerous condition.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>3. All properties, structures, sites and objects shall be recognized as products of their own time. Alterations to sites, buildings, structures, or objects that have no historic basis shall be discouraged.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>4. Changes that may have taken place in the course of time are evidence of the history and development of a property, structure, site or object and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
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<th>STANDARDS</th>
<th>Standard Applies to Project</th>
<th>Project Meets Standard</th>
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<tbody>
<tr>
<td>5. Distinctive stylistic features, materials, finishes, examples of skilled craftsmanship, or examples of distinctive construction techniques that characterize a property, structure, site or object shall be treated with sensitivity.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
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<tr>
<td>6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other structures or objects.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>7. The surface cleaning of buildings, structures or objects shall be undertaken with the gentlest means possible. Treatment methods that will cause damage to the historic materials of the structure, site, or object must not be used.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>9. Innovative design for alterations to existing properties shall not be discouraged when such alterations do not destroy significant historic, cultural, architectural or archaeological material, and such design is compatible with the features, size, scale, proportion, massing, color, material and character of the property, neighborhood and environment.</td>
<td>□ Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>10. Wherever possible, alterations to structures and objects shall be done in such a manner that if such alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.</td>
<td>X Yes □ No</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

Findings/Comments/Recommendations: August 6, 2019
- Commissioners Dudnik and Itle: asked what recourse does the City have when somebody did not build what had been approved. Hugh DuBose, Assistant City Attorney, said that not building to the COA is an ordinance violation in itself.
- Commissioner Itle: noted that in the 1997 minutes the skylights were a big point of contention, and the fact that one of the major changes was to shift the skylights around to the opposite side, a critical point, that the skylights be on the one back side. To make that kind of a change, without even asking the question, seems very difficult to accept after the fact.
- Commissioner Dudnik: the Commission did not get any explanation for any of the changes. The applicant needed to explain any of these substantive changes, not just the three skylights.
- Commissioner Sullivan: on the west façade, the wider windows, from the original minutes, were not approved.
- Commissioner Elliott Dudnik made a motion to issue a COA for 2404 Ridge Avenue for the post approval alterations to the original 1997 approved project, including changes to the location of three of the skylights, not relocating one of the doors, changes to windows on the south side, including size of the windows, and some other changes that are all to windows and window positions, in accordance with applicable standards 1-10 for alteration (per Section 2-8-9 (A)(1)-(10)), seconded by Commissioner Ken Itle. The motion failed. Vote: 1 aye (Simon), 6 nays (Bady, Dudnik, Itle, Reinhold, Sullivan and Vogel).
2404 Ridge builder unknown 1866
A4 A7 A8
Barn! builder unknown 1866
A7 A8

The one and a half story L-shaped clapboard clad cottage with an extension to the west is a rare survivor of a formerly common house type. It gains additional importance not only from its conspicuous site atop a rise in the land, a common location for early settlers' houses when these were available, but also from its detailing which lends this example an importance beyond its important rarity. In each gable end a double window stands above a pair of ground floor windows which, with the other openings, retain traces of the Greek Revival in the treatment of their heads. Occupying most of the length of the stem's front is a porch with wooden three centered arches carried by posts built up of similarly thin struts and topped by punctured scallops.

To the west is a pitched roof barn with an extension on the west. It is said to contain fragments from the *Lady Elgin* wrecked in 1860. Although resting in part on a newer, concrete foundation, it is a rare surviving example of board and batten construction. Its siting next to a park fortuitously provides it with a semblance of its original setting.

Both buildings have excellent integrity.
Memorandum

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

From: Wally Bobkiewicz, City Manager
       Jennifer Lin, HR Division Manager

Subject: City Manager Search Firm

Date: September 18, 2019

Recommended Action:
Staff recommends City Council approval of a contract with GovHR USA executive recruitment firm (630 Dundee Rd., Northbrook, IL 60062) in the amount of 23,500 to conduct the recruitment process for the next City Manager for the City of Evanston.

Funding Source:
Funding is from HR’s Recruitment budget, 100.19.1929.62512. The current budget balance is $20,029. One third of the recruitment fee is due upon the acceptance of the proposal, one third is due when a list of candidates is forwarded to the City for consideration, and the remaining one third is due when the recruitment is completed (in 2020).

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

Summary:
At City Council’s request, HR requested proposals from 20 different search firms. The majority of executive search firms who handle municipal/government placements are located on the west coast. 10 of the 20 firms were in California, Washington, or Oregon. Other requests were sent to firms in DC, Georgia, Florida, and Texas. Two firms were in the Midwest in Ohio and Illinois. As of the date of this memo, 3 firms have declined due to unavailability, and 7 firms have responded with proposals and quotes. All 7 of these proposals are attached hereto and are summarized below. All submitted proposals are thorough and factor in a community assessment to determine the most
suitable qualifications for the next City Manager, along with a standard recruitment process and timeline.

Novak Consulting
The firm is based out of Cincinnati OH. Recent placements have been in Virginia, Maryland, and Missouri. The proposed fee is $24,500.

CPS HR Consulting
The firm is based out of Sacramento CA. They have placed several city managers in the past few years, mostly in California and Colorado. The proposed fee is $26,000.

Slavin Management Consultants
The firm is based out of Norcross GA. They have placed several city/county managers/administrators in the past few years, mostly in southern states, with a few in the Midwest and in Illinois, including Oak Park IL and Peoria County IL. The proposed fee is $23,901.

Colin Baezinger & Associates
The firm is based out of Daytona Beach Shores FL. Recent placements have been in Florida, Texas, and Washington. The proposed fee is $29,500.

Mercer Group, Inc.
The firm is headquartered in Atlanta with our search being done in Santa Fe NM. Recent placements have been in Ohio, Kentucky, and California. The proposed fee is $25,000.

GovHR USA
The firm is based out of Northbrook IL. The majority of recent city manager placements have been in Illinois. The proposed fee is $23,500.

Prothman Company
The firm is based out of Issaquah WA. Recent placements have mostly been in Washington and Oregon. The proposed fee is $17,500.

Staff recommends approval to contract with GovHR USA to conduct the search for Evanston’s next City Manager for the following reasons:

- GovHR has a niche in executive searches in Illinois. The recruiters are local and have extensive experience in local Illinois government. They are familiar with local community standards and expectations for city administrators.
- The City of Evanston has used GovHR on numerous occasions to perform executive searches. These include our most recent Police Chief (Cook), Director of Parks, Recreation & Community Services (Hemingway), and Director of Community Development (Muenzer), among others. The former iteration of GovHR (PAR Group) was responsible for placing the outgoing City Manager.
The geographical proximity of recruiters is important. Because GovHR is local, the City can more easily engage with the recruiters. Meeting in person or on short notice is less problematic and will incur fewer expenses. In-person availability for community meetings will be more manageable and reasonable.

GovHR’s proposal is the second least expensive proposal, after Prothman’s proposal at $17,500. The proposal also includes presence at first and second round interviews, which may not be necessary, and would decrease the total costs.

Attachments
Proposals from Executive Recruitment Firms
GovHR USA, LLC is pleased to announce the recruitment and selection process for City Manager for the City of Lake Forest, Illinois. The current City Manager is retiring after 28 years of service in Lake Forest. This brochure provides background information on the City of Lake Forest as well as the requirements and expected qualifications for the City Manager’s position. Additional information about Lake Forest can be found on the City’s website: [www.cityofLakeForest.com](http://www.cityofLakeForest.com).

Candidates interested in applying for the position should submit their résumé and cover letter, along with contact information for five work-related references by October 1, 2018, to [www.govhrjobs.com](http://www.govhrjobs.com). Questions regarding this opportunity should be directed to the Executive Recruiter working with the City of Lake Forest:

**Heidi Voorhees, President**

GovHRUSA, LLC
630 Dundee Road, Suite 130
Northbrook, Illinois 60062
Office: 47-380-3243
Mobile: 847-902-4110
Email: HVoorhees@GovHRUSA.com

Formal Applications should be submitted to: [www.GovHRjobs.com](http://www.GovHRjobs.com)
PROFESSIONAL ANNOUNCEMENT

Lake Forest, IL (pop. 19,375). Beautiful, historic, family oriented community seeks candidates for its next City Manager. Located 30 miles north of Chicago on the shore of Lake Michigan, Lake Forest is a AAA rated community known for its stunning landscape, excellent schools, and commitment to open space. Lake Forest is home to more than 1200 businesses, from small boutique shops in its thriving downtown Market Square to corporations in Conway Park, including Abbott, Pfizer, Reynolds Consumer Products, the Chicago Bears, Trustmark, and many others.

- The City Manager is appointed by the Mayor with the advice and consent of the City Council. The current City Manager is retiring after serving as City Manager for 28 years. The City Council is the legislative and policymaking body of The City of Lake Forest. It includes the Mayor and eight Aldermen, two from each of the City’s four wards. The Mayor is elected bi-annually for a two-year term. Aldermen are elected to staggered two-year terms, with one Alderman elected from each Ward annually.

- The City has an $82 million total budget, which includes a $35 million general fund budget. Lake Forest is a full-service city, including police, fire, public works, water production plant, community development, finance, human resources, parks and recreation, senior center, youth center, cemetery and golf course. The City has 204 full-time employees, and a strong commitment to fiscal stewardship. Over the last several years the City has dropped its full-time employee count by nearly 50 employees, looking at alternative methods for service delivery while maintaining its reputation for commitment to excellence in customer service.

- The City is home to Lake Forest College, a highly regarded private liberal arts college with 1500 students, Lake Forest Graduate School of Management and Northwestern Lake Forest Hospital, a world-class medical institution. The City is also home to two symphonies, a thriving theater life and Forest Park, the City’s beautiful lakefront beach. The City’s commitment to open space is evident with more than 800 acres of free and open space to explore and more than 29 miles of trails for biking, hiking and walking.

Candidates for the Lake Forest City Manager position must be experienced local government leaders with a commitment to excellence in customer service, fiscal discipline, integrity and transparency in local government. In addition, candidates must have a management and leadership style that reflects collaboration, teambuilding and a calm, professional demeanor.

Candidates must possess a bachelor’s degree in public administration, business administration or related field. A master’s degree in public administration, business administration or other field is highly valued. Residency in the City of Lake Forest is not required, but is desirable. Starting salary range is $200,000 - $225,000+/DOQ plus eligibility for an annual performance bonus. Interested candidates should apply by October 1, 2018, with a resume, cover letter and contact information for 5 professional references to Heidi Voorhees, President, GovHR USA. Apply online at www.govhrjobs.com.

Lake Forest Yesterday and Today

A picturesque community located high on a bluff overlooking Lake Michigan, Lake Forest is one of the eight suburban communities north of Chicago that are collectively referred to as “the North Shore.” Just 30 miles from downtown Chicago, Lake Forest’s 19,375 residents are spread over 16.8 square miles with approximately 95% of the area being zoned single-family residential.

Lake Forest is known for the quality and character of its architecture, whether erected for residential, religious, educational or public purposes. For example, Market Square, located in downtown Lake Forest, was constructed in 1916 and is reported to be the first shopping center in the U.S. Today, Market Square is home to many nationally recognized retail businesses as well as unique specialty stores.

The community was primarily founded to support the establishment of church-related educational institutions. By World War I, however, the list of property owners in
Lake Forest was made up of prominent businessmen who chose to make Lake Forest their permanent residences or had summer homes in the community.

The western boundary of the City is the Illinois Toll Road (I-94) with three interchanges serving the City. With two Metra commuter railroads, the divided four-lane U.S. Route 41 (which connects to the Edens Expressway on the south and Wisconsin 1-94 on the north), scenic Green Bay Road, Sheridan Road (Illinois 42), the four-lane Waukegan Road (Illinois 43), and the abovementioned Illinois Toll Road, the transportation arteries serving Lake Forest are exceptional.

The western portion of Lake Forest has experienced both residential and commercial development in the last 20 years. In the late 1990s, Conway Farms was developed as a planned, open space community of single-family homes, townhomes and a golf club spread out over 400 acres. The Golf Club hosted the PGA BMW Classic in 2013, 2015 and 2017. Also located nearby is Conway Park, a large business park home to numerous corporations including Abbott, Pfizer, Reynolds Consumer Products, the Chicago Bears, Trustmark and many others. The City’s Gold Leed Certified Municipal Services Center is also located in Conway Park.

The City is home to Lake Forest College, a highly regarded private liberal arts college with 1500 students, Lake Forest Graduate School of Management and Northwestern Lake Forest Hospital, a world-class medical institution. The City is also home to two symphonies and a thriving theater life.

In 1998, the City of Lake Forest acquired a 16-acre parcel, along with buildings that were a part of a 20th-century gentleman’s farm known as Elawa Farm. Today, Elawa Farm is a working farm and event space open to the public. It also houses the City’s Wildlife Discovery Center, a living natural history museum and one of the region’s unique hidden gems. The public/private partnership is dedicated to the preservation and stewardship of a natural setting that also includes designed landscapes and buildings of architectural and historic significance. Adjacent to the ecologically significant Middlefork Savanna, this partnership provides an opportunity to preserve and use this property.

Over the last decade Lake Forest has continued to develop both residentially and commercially and is nearly fully developed, always placing a strong emphasis on careful planning, open space and historic preservation. It is a family-oriented community with excellent schools and outstanding recreational opportunities. The Parks and Recreation facilities are under the direction of the City Government and include two community parks, five neighborhood parks, four mini parks, a beach and boat launching area, an 18-hole golf course, two inter-connecting bike trails and year-round recreational programming for all ages. Beautiful Forest Park Beach offers numerous activities along the shore of Lake Michigan. (The City collaborates with neighboring Lake Bluff on a Senior Services Center (Dickinson Hall) and a center for youths and teens (CROYA).)

The City has recently embarked on a “Welcome Home” campaign to market the City’s numerous amenities. Here is an excerpt that captures Lake Forest:

There’s an amazing arts community on the shore of a Great Lake. With two symphonies and a thriving theater life. A true college town rubbing shoulders with a nationally-ranked school system. A place that corporate America looks to for dynamic living and working. A town smack in the middle of two great Midwestern cities with two international airports. A city where Bears freely roam and dogs have a place to play. A community of magnificent estates and homes of every conceivable size. A Market Square with restaurants and shopping and energy. More than 800 acres of free and open space to explore the surrounding beauty of nature or take on the 29 miles of trails to hike, run and bike away the days.
Lake Forest, Illinois

CITY GOVERNMENT BACKGROUND

Lake Forest was incorporated as a City under a charter granted by the Illinois State Legislature in 1861 and amended in 1869. In the November 2, 2004, election, Lake Forest voters approved Home Rule status by an overwhelming margin. Established by adoption of the 1970 Illinois Constitution, Home Rule shifts decision-making from the state level (Springfield) to the local level (Lake Forest), enabling communities to find local solutions to local problems. Home Rule communities are granted a broad range of powers for the local good unless exempted by the State. Often, a Home Rule community is exempted from meeting requirements mandated by state legislation.

The City Council is the legislative and policy-making body. It includes the Mayor and eight Aldermen, two from each of the City’s four wards. The Mayor is elected biannually for a two-year term and receives a token salary of $10 per year. Aldermen are elected to staggered two-year terms, with one Alderman elected from each Ward annually. Aldermen receive no compensation. The City Charter establishes term limits for the Mayor and elected officials. The Mayor can serve up to two (2) two-year terms and the aldermen can serve up to three (3) two-year terms.

The day-to-day operations of Lake Forest’s government are the responsibility of a full-time, professional City Manager who oversees 204 full-time employees and an annual budget of $82 million. The City Manager is appointed by the Mayor, with the approval of the City Council. The current City Manager is retiring after serving as City Manager for 28 years. The City’s Department Leadership Team includes the Parks and Recreation Director, Police Chief, Public Works Director, Human Resources Director, Finance Director, Fire Chief, Community Development Director, Communications Manager and Assistant to the City Manager. They work with and are responsible to the City Manager for providing high-quality, responsive services to the residents and others who work in or visit the community. The department heads are highly experienced professionals accustomed to a positive, team-oriented work environment that emphasizes collaboration, continuous improvement and professional development.

Lake Forest’s Strategic Plan

Lake Forest continues to develop long-term plans and goals to ensure the City remains well-managed, while protecting and enhancing the community’s rich heritage, historic architecture, residential neighborhoods, natural resources, open spaces, recreational areas and overall unique sense of place. This is a result of the City’s commitment to its four cornerstones: Family, Education, Tradition & Philanthropy, as well as its mission to “be the best-managed, fiscally-responsible and appealing community which promotes a community spirit of trust, respect and citizen involvement.”

In an effort to live up to the City’s four cornerstones, in 2016, the Mayor and City Council directed the City staff to conduct a series of voluntary community engagement activities, including the “Future for All Generations” Workshop and the Strategic Planning Retreat. These community engagement tools were used to stimulate civil debate, gather a greater awareness of the challenges and opportunities facing Lake Forest and guide further discussion about the future of Lake Forest.

The strategic planning effort of 2016-2017 began by looking back. In fall 2016, the City Council authorized a contract to administer a community survey to all residents of Lake Forest to provide the opportunity to rate quality of life in the City, uses of City amenities, opinions on policy issues facing the City and assessments of City service delivery. The survey was administered to all 7,458 households, of which 2,133 responded, giving a total response rate of 30%.

Among the highlights of the survey, results included:

- More than 7 in 10 indicated that maintaining Lake Forest as a triple-a (Aaa) bond rated community was essential over the next five years.
- Fewer than 4 in 10 awarded high marks to the shopping opportunities provided by the City of Lake Forest and about one-quarter reported that shopping variety was excellent or good (both ratings decreased since 2011).
When asked about City budget priorities, about 6 in 10 indicated that environmental sustainability is essential or very important for the future of Lake Forest.

About 8 in 10 stated that management of traffic flow and transportation-related infrastructure is very important over the near term.

When asked what factors influenced residents’ decisions to live in Lake Forest, about 7 in 10 indicated that the safety of the community played a role in their decision to live in the community.

When asked to rate the importance of addressing the variety of housing options, sizes and price points (for young families and other family types) over the next five years, almost 6 in 10 indicated this issue is very important or essential.

As a result of the community survey and other community meetings, six topic areas were identified and incorporated into the City’s Strategic Plan. The Strategic Plan goals, objectives and strategies are regularly discussed at City Council meetings to facilitate incorporation into an updated Comprehensive City Plan.

**CORE VALUES: LAKE FOREST’S FOUR CORNERSTONES**

**Family, Education, Tradition & Philanthropy**

There are six goals included in the City’s Strategic Plan. Each goal is intended to support the larger vision for the City and to point the way of progress towards that vision.

**Community Character, Safety and Livability:** The City of Lake Forest is a community that supports and enhances the well-being, success and achievement of children, youth and families by providing exceptional safety and security of its residents, businesses, employees and visitors.

**Environmental Sustainability, Recreation and Leisure:** Lake Forest respects, protects and enhances the health of its citizens and the quality of its natural environment.

**Fiscal Stewardship:** The City of Lake Forest is a financially sustainable, efficient, community-oriented municipality that values its employees.

**Business and Economic Vitality:** The City recognizes the importance of economic health in the overall quality of life; therefore, it promotes innovation, competitiveness and entrepreneurship in Lake Forest.

**Multi-Modal Transportation and Infrastructure:** A multi-modal transportation network is important in the community to support sustainable land use and to provide internal mobility and regional connectivity for Lake Foresters.
Lake Forest, Illinois

**Housing Diversity and Residential Development:** The City of Lake Forest has a balanced approach to quality development, redevelopment and adaptive reuse that supports a strong, diverse and growing community.

For the full strategic plan please go to: [https://www.cityoflakeforest.com/assets/1/7/Strategic_Plan_2017-2020.pdf](https://www.cityoflakeforest.com/assets/1/7/Strategic_Plan_2017-2020.pdf)

**Fast Facts**

<table>
<thead>
<tr>
<th><strong>Year Incorporated</strong></th>
<th>1869</th>
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<tbody>
<tr>
<td><strong>Population</strong></td>
<td>19,375</td>
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<tr>
<td><strong>Land Area (sq. miles)</strong></td>
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<td><strong>Median Age</strong></td>
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<td><strong>Households (2016)</strong></td>
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<td><strong>Median Household Income (2016)</strong></td>
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<td><strong>Median Home/Condo Price (2016)</strong></td>
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<td><strong>Open Space</strong></td>
<td>800 acres</td>
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<tr>
<td><strong>Hiking/Biking/Walking Trails</strong></td>
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**CHALLENGES AND OPPORTUNITIES FOR THE NEXT CITY MANAGER**

The next City Manager can expect to work closely with the Mayor, City Council and staff members on the following:

- Continue the City’s focus on fiscal sustainability and efficient local government with an emphasis on shared services, outsourcing where appropriate and other best practices. This goal will be pursued in collaboration with City staff while ensuring the City retains its reputation for outstanding service to its residents, businesses and visitors. Current ongoing projects include a joint proposal with the Village of Libertyville to provide fire and emergency medical services to nearby Knollwood.

- Continue to implement the goals and objectives of the City’s Strategic Plan, including embarking on revisions to the Comprehensive Plan later in 2018. The City will focus its initial planning effort in the neighborhoods located in the western portion of the City. The City Manager will be an integral part of facilitating this process to ensure community and neighborhood participation.

- Recognize and embrace the City’s unique relationship with a dedicated philanthropic community that supports many of the City’s services and amenities. These include but are not limited to the Senior Foundation, the CROYA (Youth) Foundation, the Police Foundation, Friends of Lake Forest Parks and Recreation, Gorton Community Center, Ragdale Foundation and Elawa Farm Foundation.

- Amtrak has proposed a fourth stop in its Hiawatha service from Chicago to Milwaukee in west Lake Forest. The City, along with residents, has been working with Amtrak and Metra to support the station while opposing a third rail holding track that would allow freight trains to idle while passenger trains (Metra) passed. The next City Manager will continue to work on this project.

- The next City Manager should also be comfortable following a long-term, well-respected City Manager who has been an integral part of the community and the City organization, guiding development, redevelopment, and other challenges with a calm, professional demeanor.

**THE CITY MANAGER POSITION**

The next City Manager for Lake Forest must be an experienced local government leader with a commitment to collaboration, consensus building, integrity and transparency. The City Manager must fully embrace the culture of the Lake Forest community and City organization, honoring the City’s commitment to fiscal stewardship, exceptional customer service, historic preservation and open space. The Mayor and City Council highly value and respect the City’s leadership team and seek a leader who possesses a management and
leadership style that encourages collaboration, continuous improvement and professional development.

The starting salary range for the position is $200,000 - $225,000 +/- DOQ. The City Manager is also eligible for an annual performance bonus. Residency in the City of Lake Forest is desired. Regardless of residency, it is very important and expected that the City Manager be engaged and visible in the community and have an approachable interpersonal style.

**Education, Skills and Abilities for the City Manager**

The successful candidate must have a bachelor’s degree from an accredited college or university, with the major field of study in public administration, business administration, finance, planning or related field. A master’s degree in public or business administration is highly desirable.

Ideal candidates will be experienced local government professionals. Service as a City Manager in a community similar to Lake Forest is highly desired. The ability to understand the City’s culture and history is very important, along with the ability to carefully guide change in an open and transparent manner.

Candidates must have the ability to develop an effective, collaborative working relationship with the Mayor and City Council and possess experience in implementing strategic goals and objectives. Candidates must present a balanced, fact-based approach to policy alternatives and be fully transparent in all dealings with the City Council.

Candidates must possess demonstrated leadership and management skills with the ability to establish strong working relationships with staff at all levels of the organization. Candidates must be approachable and accessible to the staff, taking a genuine interest in the municipal services they deliver.

Candidates must possess a management and leadership style that respects the subject matter expertise of the City’s leadership team while encouraging continuous improvement, teamwork and professional development.

Candidates must be comfortable collaborating with a highly educated and engaged community that expects outstanding customer service, responsiveness from the City Manager and a calm, professional demeanor.

Candidates should possess experience in economic development and redevelopment with the ability to structure incentive packages and provide appropriate oversight of municipal regulatory processes, ensuring an efficient permitting process.

Candidates should have successful human resource management and collective bargaining skills with a record for fairness in dealing with all employees.

Candidates should embrace technology and understand how to utilize it to further communicate with the community (when appropriate) and promote efficiency in local government services.

Candidates should have experience in the evaluation of municipal services and in alternative forms of service delivery, ensuring that high-quality services are offered in a cost-effective manner.

Candidates should have strong strategic planning skills with the ability to organize, plan and implement multi-faceted projects that include numerous municipal partners as well as state and regional organizations.

Candidates must have the ability to form key partnerships with other units of government in order to effectively address budget and finance issues.

Candidates must have strong written and oral communication skills and should have the ability to tailor communications and presentations to connect and effectively communicate with a variety of audiences.
Characteristics and Traits for the City Manager

Candidates should have a reputation for personal and professional integrity and trustworthiness, and for leading an organization by example and conducting all personal and professional interactions honestly, fairly and ethically.

Candidates should have a calm, professional demeanor with the ability to exhibit grace under pressure and an unflappable style in dealing with conflict.

Candidates should be politically savvy, but not political, and must have the maturity, self-confidence and strength of professional convictions to provide administrative insights and counsel to the City Council and staff. They must be able to firmly and diplomatically present professional views and carry out administrative decisions in a timely, professional and impartial manner.

Candidates must be able to create an environment dedicated to teamwork and empowerment by seeking input from key staff and then setting the course for the Department Heads to follow, with clear expectations, and allowing Department Heads to manage and produce results.

Candidates must be comfortable with and seek out community interaction and engagement, participating in community events and being accessible to the residents and businesses in Lake Forest.

Candidates should be able to think strategically, articulate a vision for the organization and work with a diverse group of stakeholders. Candidates should be willing to listen to new ideas and be innovative and creative when addressing those ideas and other issues.

Candidates should have well-developed consensus building skills and the ability to bring people together while moving the City of Lake Forest forward.

Candidates must have well-developed customer service and leadership skills, reinforcing responsiveness throughout the organization.

Candidates must display a strong work ethic and an optimistic “can-do” attitude when addressing the complex issues facing municipal governments in Illinois.
September 11, 2019
Ms. Jennifer Lin
Human Resources Division Manager
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

Via Email: jlin@cityofevanston.org

Dear Ms. Lin:

Thank you for the opportunity to respond to the City’s request for executive recruitment services for the position of City Manager. We regret to advise you that we will not submit a proposal at this time.

Ralph Andersen & Associates is pleased to have received your request and look forward to receiving others in the future.

Sincerely,

Heather Renschler
President/CEO
PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES FOR CITY MANAGER FOR EVANSTON, IL

Volume II: Appendices

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

…Serving Our Clients with a Personal Touch…
# Proposals to be the City’s Executive Recruiting Firm

## Table of Contents

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>All Governmental Search Assignments</td>
<td>A-1</td>
</tr>
<tr>
<td>B</td>
<td>Sample Recruitment Brochure</td>
<td>B-1</td>
</tr>
<tr>
<td>C</td>
<td>Sample Candidate Report</td>
<td>C-1</td>
</tr>
<tr>
<td>D</td>
<td>Sample Survey</td>
<td>D-1</td>
</tr>
<tr>
<td>E</td>
<td>Resolution of St. Johns County, FL</td>
<td>E-1</td>
</tr>
<tr>
<td>F</td>
<td>CB&amp;A’s Vetting Process from Dale Martin</td>
<td>F-1</td>
</tr>
<tr>
<td>G</td>
<td>Sample Interview Schedule</td>
<td>G-1</td>
</tr>
</tbody>
</table>
Appendix A

Searches by
Colin Baenziger & Associate’s Staff
**Governmental Search Assignments**

**Current Searches**

City Manager, Crescent City, FL (population 1,542)  
City Manager, Gainesville, FL (population 133,857)  
City Manager, Panama City Beach, FL (population 12,776)  
Internal Auditor, Gainesville, FL (population 133,857)  
Parks and Recreation Director, Weston, FL (population 70,015)  
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL

**Completed Searches in 2019**

County Manager, Clay County, FL (population 212,230)  
City Manager, Clewiston, FL (population 7,270)  
City Manager, Deerfield Beach, FL (population 78,000)  
Town Manager, Mooresville, NC (population 41,995)  
City Manager, Opa-Locka, FL (population 2,180)  
City Manager, Sammamish, WA (population 64,548)  
City Manager, St. Pete Beach, FL (population 9,671)  
City Manager, Vero Beach, FL (population 16,751)  
City Manager, Weston, FL (population 70,015)  
City Attorney, Port St. Lucie, FL (population 185,132)  
City Attorney, Vero Beach, FL (population 16,751)  
Parks and Recreation Director, Deerfield Beach, FL (population 78,000)  
Public Works Director, Camden County, GA (population 53,044)
Completed Searches Prior to 2019

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017
Town Manager, Bay Harbor Islands, FL (population 5,200) in 2003 and 2007
City Manager, Bellevue, WA (population 122,400) in 2014
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 154,300) in 2012
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chilliwack, GA (population 17,000) in 2011
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013 and 2017
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015
City Manager, Fairborn, OH (population 33,200) in 2017
City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006 and 2015
City Manager, Fife, WA (population 8,700) in 2010 in 2017
City Manager, Fort Myers, FL (population 68,190) in 2016
City/Town/Village Manager/Administrator (continued)

Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fruitland Park, FL (population 4,100) in 2013
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999 and 2005
City Manager, Gainesville, FL (population 117,000) in 2016
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
Town Manager, Lantana, FL (population 9,600) in 2000
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
City Manager, Lake Worth, FL (population 37,000) in 2003 and 2007
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500 in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (18,828) in 2015
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014
City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
City/Town/Village Manager/Administrator (continued)

City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,018) in 2012
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015
Town Manager, Sewall’s Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016
City Manager, St. Pete Beach, FL (population 10,000) in 2014
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Winchester, VA (population 26,000) in 2014
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012
County Administrator / Manager - Completed Searches

- County Manager, Alachua County, FL (population 251,400) in 2014
- County Manager, Baker County, FL (population 27,000) in 2006
- County Administrator, Bay County, FL (population 158,000) in 2005
- County Manager, Brevard County, FL (population 536,000) in 2009
- County Administrator, Broward County, FL (population 1,800,000) in 2006
- County Administrator, Clackamas County, OR (population 383,900) in 2013
- County Administrator, Clay County, FL (population 160,000) in 2005 and 2011
- Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
- County Administrator, Emmet County, MI (population 32,900) in 2014
- County Manager, Flagler County, FL (population 83,000) in 2007
- County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
- County Administrator, Hernando County, FL (population 172,800) in 2012
- County Administrator, Highlands County, FL (population 98,000) in 2008
- County Administrator, James City County, VA (population 69,000) in 2014
- County Administrator, Martin County, FL (population 140,000) in 2005
- Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
- County Administrator, Monroe County, FL (population 80,000) in 2004
- County Administrator, Nassau County, FL (population 60,000) in 2004
- County Administrator, Okaloosa County, FL (population 183,500) in 2013
- County Administrator, Okeechobee County, FL (population 39,000) in 2008
- County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
- County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
- County Manager, Seminole County, FL (population 410,000) in 2006
- County Administrator, St. Johns County, FL (population 162,000) in 2007
- County Administrator, St. Lucie County, FL (population 284,000) in 2014
- County Manager, Union County, NC (population 198,600) in 2010
- County Administrator, York County, VA (population 66,269) in 2015

Completed Searches – Other Municipal CEO

- Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
- Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
- General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
- General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
- General Manager, Island Water Association, Sanibel, FL in 2018
- Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011
- Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
- Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018
Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 (The Executive Director also managed five community associations.)
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016
Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 174,100) in 2016
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, West Melbourne, FL (population 15,000) in 2008
Governmental Search Assignments (continued)

**Completed Searches – Community Development/Growth Management/Planning**

Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017  
Community Development Director, Danville, VA (population 43,000) in 2016  
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014  
Community Development Director, Miami, FL (population 408,000) in 2008  
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012  
General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008  
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005  
Community Development Director, Tamarac, FL (population 55,500) in 2007  
Growth Management Manager, Wellington, FL (population 55,000) in 2009

**Completed Searches – Economic Development / Redevelopment**

Executive Director, Camden County (GA) Joint Development Authority (population 51,400) in 2014  
Economic Development Director, Collier County, FL (population 328,000) in 2012  
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009  
Economic Development Director, Concord, NH (population 42,444) in 2017  
Economic Development Director, Roanoke, VA (population 96,000) in 2012  
Director, Office of Economic & Workforce Development, Durham, NC (population 220,000), 2009  
Economic Development Director, Loudoun County, VA (population 326,000) in 2010  
Economic Development Director, St. Johns County, FL (population 162,000) in 2011

**Completed Searches – Engineers**

City Engineer, Gulfport, MS (population 90,000) in 2008  
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013  
Deputy County Engineer, Martin County, FL (population 140,000) in 2006  
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008  
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006  
Staff Engineer, Wellington, FL (population 55,000) in 2009

**Completed Searches – Facilities Management**

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015  
Director, Landscaping, Weston, FL (population 65,300) in 2013

**Completed Searches – Finance and Budget**

Finance Director, Altus, OK (population 19,800) (background check) in 2012  
Finance Director, College Park, MD (population 32,256) in 2016  
Procurement Director, Collier County, FL (population 357,305) in 2016  
Finance Director, Danville, VA (population 43,000) in 2014  
Finance Director, Daytona Beach, FL (population 31,860) in 2012
Governmental Search Assignments (continued)

Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management and Budget, Lake Worth, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998
Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population 408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Jupiter Island, FL (population 580) in 2005 and 2011
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall’s Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008
Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013
Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population 35,000) in 2014
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006

Completed Searches – Police

Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)
Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Governmental Search Assignments (continued)

**Completed Searches – Police (continued)**

Police Chief, Petersburg, VA (population 32,701) in 2017  
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016  
Police Chief, Sewall’s Point, FL (population 2,000) in 2007  
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012  
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010  
Police Chief, Winchester, VA (population 27,216) in 2017

**Completed Searches – Public Works**

Public Works Director, Aventura, FL (population 37,200) in 2016  
Solid Waste Director, Camden County, GA (population 53,044) in 2018  
Public Works Director, Chandler, AZ (population 250,000) in 2007  
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016  
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003  
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001  
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012  
Public Works Director, Sammamish, WA (60,000) in 2016  
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007  
Assistant Public Works Director, Sumter County, FL (107,000) in 2015  
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008  
Public Works Director, Tamarac, FL (population 55,500) in 2003  
Solid Waste Director, Tampa, FL (population 335,700) in 2014  
Director, Landscaping, Weston, FL (population 65,300) in 2013

**Completed Searches – Transportation**

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016

**Completed Searches – Utilities**

Water Resources Director, Asheville, NC (population 87,200) in 2015  
Utility Director, Danville, VA (population 43,000) in 2015  
Power & Light Division Director, Danville, VA (population 43,000) in 2015  
Water and Gas Director, Danville, VA (population 43,000) in 2016  
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Completed Searches – Utilities (continued)

Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000)
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018
Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Appendix B

Sample Brochure:
City Manager Searches for
Savannah, GA and Bellevue, WA
Welcome to the city of Savannah, Georgia

City Manager Position Open - Apply by May 27, 2016

Estimated 2014 Population: 144,352

Savannah is one of America’s friendliest and most beautiful cities, and proud to be ranked No. 3 as “a top place to visit” in the World’s Best Cities in the U.S. and Canada! (Travel + Leisure 2014). Having earned its nickname, “The Hostess City” for the way Savannahians love to share the charm of their hometown, hospitality is an art form and found at every turn! Savannah evokes a distinct image of southern charm, just by mentioning its name, and the city delivers on that image and more, often providing a surprise or two along the way – like that of being ranked the Most Romantic American City (Tripgco.com, 2015).

The deliberate attention to, and pride in, the way Savannah presents herself, extends from its founding as the capital of the 13th colony of Georgia. Claiming the land for King George in 1733, Gen. James Oglethorpe carefully plotted out the city plan to include a series of 24 neighborhoods built around central, public squares. They continue to help make Savannah such a delightful place to tour on foot. It is noted for being one of America’s greenest, most pedestrian-friendly cities. Each
square and its surroundings create districts with distinctive characteristics and make the city the largest landmark historic district in the nation! Savannah is the fourth Best Historic City, (USA Today, 2014) and since its founding has been an axis of shipping, manufacturing, urban planning, arts and culture.

Specialized tours of all varieties throughout the city are guided by local experts who delight in sharing the treasures of this jewel of the South. The distinguished ranks of antebellum mansions are the backbone of many of these tours, all showcasing fascinating stories and glimpses into the past. Savannah is a place steeped in history, legend and tradition but at the same time, very dynamic and forward-thinking.

Tourism continues to break records each year as millions of visitors enjoy the city’s stunning architecture and historic buildings. In 2014, Savannah welcomed more than 13.4 million visitors, including 7.6 million overnight guests and 5.8 million day-trippers, who together generated $2.5 billion in visitor spending. Hotel/motel tax collections for the city of Savannah, Chatham County and Tybee Island also hit new records at $18.2 million. Savannah’s tourism and hospitality industry continues to be one of the largest economic drivers for the city, whose population is just under 150,000. A long-term management plan is being composed that will assure the tourism industry’s continued vitality and growth while protecting the very charm and culture that most visitors come to Savannah to experience.

Bolstered by its tourism industry and growing port, the city benefits from an economy that’s greatly diversified in its industries, including small businesses, health care, large-scale...
manufacturing and military operations. Along with a storied military history from the Revolutionary War to the Mighty Eighth Air Force, the city is home to Hunter Army Airfield, a vital hub of the Fort Stewart complex, the largest military installation east of the Mississippi River.

Learning opportunities abound in Savannah with an award-winning public school system, a multitude of private schools, several diverse universities and a technical college. More than 35,000 students reside within a 50-mile radius, while pursuing a post-secondary education at more than 20 institutions of higher learning; from Armstrong State University and Savannah State University to the Savannah College of Art and Design, the Savannah Law School, South University, Savannah Technical College, Georgia Southern University, Mercer University and the Medical College of Georgia have medical schools here.

Savannah is a place to live, and thrive! The city was ranked in the 10 best Southern Small Towns (USA Today, 2015) and the Top 10 of America’s Happiest Seaside Towns (Coastal Living, 2015). With a cost of living below the national average (92.0 compared to 101.6 for Atlanta and 100 nationally), you can choose between surrounding yourself with history, stepping back into small-town America, enjoying the security and luxury of a gated community, or a laid-back bungalow overlooking the marsh. Reasonably nice homes can be purchased for $150,000 to $500,000.

Savannah presents a variety of festivals accenting every month of the year. Celebrate film, literature, art, food, and heritage by stepping out for seasonal events like the world-class Savannah Music Festival, which takes place in venues all over town every spring. This legacy features nearly 600 artists in free and ticketed concerts, classes, lectures and workshops for just about every possible musical taste. Other significant festivals include the annual Savannah Jazz Festival and The Black Heritage Festival. The second largest St. Patrick’s Day celebration in the country takes place here, tied to the mid-1800s when the city became a top destination for those fleeing the Irish potato famines. The St. Patrick’s city-wide event is arguably the Southeast’s biggest annual bash, with music, athletic contests, and its signature parade, 300 units strong.

Culture thrives in Savannah, with twice as many art galleries per capita as New York City! The Telfair Museum of Art is the South's oldest art museum. Built in 1819, it was a private home to the Telfair family until 1875 when it was willed over to the Georgia Historical Society. The museum now houses an impressive collection of more than 4,500 works of fine art.

City Market enjoys the ambiance of its unique history. In 1755, it was a needed gathering place where farmers, fishermen, tradesmen and vendors assembled for commerce. The area has evolved over time, to a dressing station during the Civil War Siege of Savannah and is now a vibrant shopping district with galleries, gifts, and other favorite finds in every quaint alleyway. Experience coastal cuisine and southern cooking at one of the many eating establishments throughout the city and then enjoy fashion forward Broughton Street, the décor houses of the Downtown Design District, and the antique and art boutiques that line the squares. Or, hop a trolley, enjoy a horse-drawn carriage or board a ferry at River Street in the city’s historic waterfront area and enjoy the panoramic view from the Savannah River.

Savannah offers many opportunities to enjoy the water, from fishing to sailing the Intracoastal Waterway. Tybee Island is only 20 minutes east of downtown Savannah and hosts one of the 10 Best Southern Beaches (USA Today, 2014). Once a quiet beach town, Tybee is now a popular vacation destination offering five miles of sandy beaches and historic attractions like Fort Pulaski and the Tybee Island Light Station. Enjoy locally caught seafood, year-round festivals and events in a laid-back atmosphere. The sand and surf activities include paddle boarding, body boarding, kayaking, dolphin tours, relaxation in the sand, or activities on “Savannahs beach,” such as bocce, competitive volleyball and aerial kiteboarding. Enjoy the beach any time during the year. Tybee Island it is ranked No. 4 in the 16 Best (Affordable!) Winter Vacations
in America (Budget Travel, 2014). Charter a boat and fish the Gulf Stream, or take an eco-tour of Georgia’s beautiful barrier islands. The pristine coastline is known as the oceals nursery, where miles of marshes, rivers, and streams. Or, enjoy getting an up-close and personal experience at Georgia’s oldest saltwater aquarium, The Skidaway Marine Science Center.

For travelers, the city has a spectacular airport, offering non-stop flights to Atlanta, Charlotte, Dallas, Detroit, Chicago, New York City, Philadelphia and Washington, DC on American, Delta and United Airlines.

Saltry summers, oaks dripping with Spanish moss and grand antebellum manors are the quintessential elements that govern the South. The charm of Savannah, which has the intimacy of a small city but the experienced background of a much larger one, makes for a wonderful place to visit or live. Whether you want beauty, culture, eccentricity, friendliness, or just to slow down the pace— you can have it all in Savannah!

HISTORY

General James Oglethorpe and settlers from the ship Anne landed at Yamarrak Bluff, located about 12 miles upriver on the Savannah River, on February 12, 1733. They were greeted by Tomochichi, the head chief of a Yamarrak tribe, and Indian trader John Musgrove. The colony of Georgia and the city of Savannah were founded on that date.

Savannah was named for the Savannah River, which most likely derived from various names for the Shawnee, the Native American people who migrated to the river in the 1680s. Another theory is that the name Savannah refers to the extensive marshlands surrounding the river for miles inland and is derived from the English term “savanna”, a tropical grassland.

In 1751, Savannah and the rest of Georgia became a Royal Colony and the city was made the colonial capital of Georgia. By the time of the American Revolutionary War, it had become the southernmost commercial port of the Thirteen Colonies. British troops claimed possession in 1778, and the following year a combined force of American and French soldiers failed to defeat the British at the Siege of Savannah, which allowed the British to stay until July of 1782.

Savannah continued as a prosperous seaport throughout the 19th Century, and was the Confederacy’s sixth most populous city. The city was the prime objective of General William T. Sherman’s “March to the Sea”, the name given the Union Army’s military Savannah Campaign in the Civil War. He and Union commander Lt. General Ulysses S. Grant believed the Civil War would end only if the Confederacy’s strategic, economic, and psychological capacity for warfare was broken. The campaign began when Sherman’s troops left the captured city of Atlanta, on Nov. 15, 1864, and ended with the capture of the port of Savannah on Dec. 21. On that morning, local authorities negotiated a peaceful surrender to save Savannah from destruction and Union troops marched into the city at dawn.

Over the next 150 years, Savannah developed into the industrial center and Atlantic seaport it is today. It is Georgia’s fourth-largest city and third-largest metropolitan area.

GEOGRAPHY

Savannah lies on the Savannah River, located in Chatham County, approximately 20 miles upriver from the Atlantic Ocean and 20 miles south of the border between South Carolina and Georgia.

The city has a total of 108.7 square miles; 103.1 square miles of land and 5.6 square miles covered in water. Savannah is the primary port on the Savannah River and the largest port in the state of Georgia. The U.S. Intracoastal Waterway is located nearby. As Savannah.

City Manager | City of Savannah, Georgia
is prone to flooding, five canals and several pumping stations have been built to help reduce the effects.

The Savannah Metropolitan Statistical Area (MSA) comprises Chatham, Bryan, and Effingham counties, Liberty and Long counties complete the geographic boundary of the Savannah / Hinesville / Ft. Stewart combined MSA. Jacksonville, FL, is two hours south, Atlanta three and a half hours northwest, Orlando, FL, four hours south and Hilton Head is just under an hour northeast.

DEMOGRAPHICS

Table 1: Savannah Demographics

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<th>Population Distribution by Race</th>
<th>Population Distribution by Age</th>
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<tr>
<td>Caucasian</td>
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<tr>
<td>African American</td>
<td>54.3%</td>
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<tr>
<td>Asian</td>
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<tr>
<td>Two or More Races</td>
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<tr>
<td>Total</td>
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<tr>
<td>Hispanic (all races)</td>
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Educational Achievement (over age 25)

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<th>High School or Higher</th>
<th>Bachelor's Degree or Higher</th>
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<td>85.5%</td>
<td>27.0%</td>
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Other Statistics

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<th>Median Age-Savannah</th>
<th>31.4</th>
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<tr>
<td>Median Age-U.S.</td>
<td>37.4</td>
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<tr>
<td>Poverty Rate</td>
<td>12.0</td>
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</tbody>
</table>

Source: U.S. Census Bureau

CLIMATE

Savannah has a semi-tropical climate with usually warm, and frequently hot, humid weather throughout the year. The average temperatures are 49.2°F in January; 81.2°F in July; with an annual average of 66.4°F. During seven months of the year the average temperature is 70 degrees or higher, with July, the warmest month, reaching an average day time high temperature of 92°F. Summer afternoon showers often bring a little reprieve from the temperatures. The annual precipitation is 49 inches, with the driest month in November with 2.4 inches, and the wettest in August at 7.20. Savannah rarely receives snow.

COMMERCE

Savannah's economy is based on six key components. The first is manufacturing. Following recent years' announcements of $1 billion in facility expansion and the addition of more than 4,000 new jobs, the manufacturing sector is doing very well. Among others, Gulfstream Aerospace is headquartered here and is the area's largest single employer.

The Port of Savannah is the second component. It is already the largest single container terminal in North America and growing. It offers 9,700 feet of contiguous birthing space and over three million square feet of warehouse space is available within 30 miles of the port. Two major railroads, the Norfolk Southern and CSX, as well as Interstates 16 and 95, serve the Port. More than 25 million tons, or 8 percent of all containerized cargo in the United States, traveled through the Port to and from more than 150 countries. In October 2014, the 8700 million Savannah Harbor Expansion Project was given the green light. It will deepen the Savannah River channel to 47 feet and enable the port to more efficiently serve the larger new Panamax vessels expected to call in greater numbers after the expansion of the Panama Canal is completed.

The third component is tourism. In addition to what is already here, five new hotels are either planned or under
construction. The fourth component is the military. Hunter Army Airfield lies within the city limits. It is home to approximately 5,000 service men and women and units of the Army, Air National Guard and Coast Guard and compliments Fort Stewart in neighboring Hinesville, GA.

Fifth is education. As noted previously, the Savannah College of Art and Design (SCAD) has a significant presence in the community and hosts 12,000 students. It does not have a traditional campus but since its being founded in 1978, has purchased over 60 buildings in the city’s core and renovated them - making SCAD a major part of Savannah’s redevelopment. Armstrong State University enjoys an enrollment of over 6,300 and Savannah State University, established in 1890, and the oldest public historically black college or university (HBCU) in Georgia, enrolls 4,900. In all, 35,000 students attend colleges and universities in Savannah or within a 50-mile.

Sixth is medical. Two nationally recognized medical centers deliver top-quality health care in the city: Memorial University Medical Center and the St. Joseph/Candler Health System. These centers, and the advanced medical specialties they offer, attract people from southeast Georgia and the southern coast of South Carolina. The medical facilities are also the leading private non-manufacturing employers in the metropolitan area. Each hosts medical schools with a branch of the Medical College of Georgia at Memorial and a branch of Mercer University at Candler.

THE GOVERNMENT

Savannah follows the Council / Manager form of government. The city council is nonpartisan and composed of nine members. The mayor and two aldermen (city council members) are elected at large. The remaining six aldermen are elected by district. Terms are four years and all are elected at the same time in November of the year preceding the U.S. presidential election. Each member of the council (including the mayor) has one vote, although the mayor can veto ordinances and resolutions.

The last election was in 2015 in which four new members (including the mayor) were elected. Although they still are developing relationships among themselves, they care about their community and while they differ on approach and methods, all want the best for their city. They have a high regard for the city staff.

The council appoints a city manager, city attorney, and clerk of council. The city manager provides administrative leadership and manages the day-to-day functions of the city. Savannah provides all the typical city services as well as some others. Specifically, these services include: Community and Economic Development; Finance; Fire/EMS; Leisure Services (including recreation,

<table>
<thead>
<tr>
<th>Employer</th>
<th>Industry</th>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulfstream Aerospace</td>
<td>Aerospace</td>
<td>10,126</td>
</tr>
<tr>
<td>Memorial Health University Medical Center</td>
<td>Health Care</td>
<td>5,000</td>
</tr>
<tr>
<td>Savannah-Chatham Board of Education</td>
<td>Education</td>
<td>4,808</td>
</tr>
<tr>
<td>Fort Stewart / Hunter Army Airfield</td>
<td>Military</td>
<td>4,637</td>
</tr>
<tr>
<td>St. Joseph / Candler Health System</td>
<td>Health Care</td>
<td>3,304</td>
</tr>
<tr>
<td>City of Savannah</td>
<td>Government</td>
<td>2,755</td>
</tr>
<tr>
<td>Savannah College of Art and Design</td>
<td>Education</td>
<td>1,590</td>
</tr>
<tr>
<td>Chatham County</td>
<td>Government</td>
<td>1,578</td>
</tr>
<tr>
<td>Walmart</td>
<td>Retail</td>
<td>1,360</td>
</tr>
<tr>
<td>Georgia Ports AuthorityG</td>
<td>Overamament</td>
<td>988</td>
</tr>
</tbody>
</table>

Source: City of Savannah, 2014 CAFR
facilities maintenance, cemeteries, therapeutic recreation, marina, civic center and golf course); Police (the city and county jointly fund the police department but management falls under the city manager); Public Works; Sanitation; and Utilities (water and wastewater). The city has 2,610 employees. The largest concentration of employees are in Police (29%), Fire/Rescue (13%), Utilities (12%), Sanitation (9%), Streets and Drainage (8%) and Leisure Services (7%).

The city’s General Fund budget for FY 2016 is $187,584,246 and its total budget is $363,930,031. The former has an unassigned fund balance of 18.2%. The city’s budget year runs from January 1 until December 31. The property tax rate is 12.48 per thousand dollars (down from $12.50 in 2005). Note that in Georgia, property is only assessed at 40% of market value. The city’s total assessed value in 2014 was $3,828,096,000 in an estimated true value of $9,570,239,000, up 3% from the prior year. By comparison, the total assessed value rose steadily from $3,539 billion in 2005 to $5,010 billion in 2009 before dropping back and bottoming out in 2013 at $4.751 billion.

THE CHALLENGES & OPPORTUNITIES

Savannah is a wonderful city but not without challenges. First, the roles and responsibilities in the city government’s management need to be clearly defined and understood. Additionally a sense of comradery must be developed around a set of universal goals.

Second is balancing the needs and desires of a very diverse community. Tourism has been a driving force and needs to be nurtured but not at the expense of Savannah’s identity.

Third, significant portions of the community reside in poverty and many have for
generations. The city’s leadership (both public and private) is and has been highly desirous of breaking the cycle. It is willing to test new solutions and work diligently to address the problem. There are clearly areas of the city that have suffered from systemic neglect and three census tracts have been mired in generational poverty for over 30 years.

The fourth issue is crime, and in particular, gun violence, which is priority one for the new Mayor and Council. In 2015 there were a total of 53 homicides, an increase from 32 in 2014. In all of Violent Crime category there was an increase in 25.9% and an increase in 10.3% for Part 1 Crimes in 2015. Unfortunately right now, the trends are continuing to increase for 2016. The city is focusing on this issue and is providing the new police chief with the resources he needs to address serious crime, although it is understood more resources will be needed in the near future.

Fifth is homelessness. Savannah has attracted many of the region’s less fortunate and appropriate facilities and services need to be identified, coordinated and provided.

Finally, the city council is committed to providing its businesses and residents with the most efficient and effective government possible. It wants the next manager to review the city government from top to bottom to insure the functions are right-sized and staff members are in the positions for which they are best suited. It expects changes will be needed and supports them.

**THE IDEAL CANDIDATE**

The city council is seeking an outstanding leader and manager with a demonstrated track record of achievement, preferably in a municipal or county environment. The elected officials want someone to work with them as a partner, a supporter, and a trusted advisor. He/she will be a consensus and team builder – someone who knows how to balance competing points of view, to find common interests and to bring people to agreement. As noted, the elected officials all want what is best for the community. The task now is to assist them in becoming a cohesive team. The successful candidate will develop healthy working relationships with each member of Council and understand the need of balancing the complementary and sometimes competing interests of each member.

The city expects the next city manager to have outstanding communication skills, and to be a highly visible and engaged public figure. The individual will be involved heavily in the community and equally comfortable conversing with citizens and stakeholders from all walks of life. To paraphrase Rudyard Kipling, the successful candidate will be able to mingle with crowds and keep his virtue, and walk with kings without losing the common touch.

The ideal candidate will have vision, set goals, and rely on his/her subordinates to do their jobs. The individual will not be a micromanager but someone who expects to be informed and will hold the staff accountable. He/she will encourage creativity and taking reasonable risks but also realize not every great idea will be successful. The manager will be a mentor and encourage staff development and decision making. The individual will recognize that no one has a monopoly on knowledge, that input is important and that the diversity of opinion will only make the projects and programs better. As such, he/she will be approachable, receptive, open, honest and transparent.

Customer service will not be just a catchy phrase with the next manager but rather, along with integrity, be a core principle and a way of life. He/she will be someone who leads by example and encourages the staff to find ways to get to “yes!” While it is understood that the customer is not always right, the customer does deserve a good explanation.

The manager will be a critical thinker and while respectful of the past and of current processes, always asking if there is a better way to conduct business and to solve problems. Analytical skills, as well as knowledge
of how to utilize information technology to optimize process and inform the public, are paramount. Council expects the manager to review the operation from top to bottom to ensure the taxpayers are receiving the best possible service in return for what they pay.

The individual will have demonstrated skills in management, finance, and redevelopment. Knowledge of and experience with intergovernmental relations will be important to the individual’s success.

The position requires a bachelor’s degree in business administration, public administration, public policy or related field and seven to 10 years of increasingly responsible experience as a senior level government or private sector executive. A master’s degree is preferred.

Council plans to make a commitment to the candidate and hopes the selected individual will make a long-term commitment to the city. This position should not be viewed as a stepping stone but as a gem in its own right.

COMPENSATION

The city wants the very best manager in the country and are prepared to pay between $180,000 and $300,000 annually with a very attractive and competitive benefit package.

CITY MANAGERS HISTORICALLY

Between 1954 and 2010, the city had five city managers. The city’s elected officials are committed to selecting the right person and returning to stability in the manager’s office. The current City Manager will be retiring after 27 years of service to the city of Savannah, including six months as Acting City Manager.
and three years as City Manager. While possible, we do not anticipate any serious internal candidates.

RESIDENCY

The City Manager will live in the city of Savannah.

HOW TO APPLY

E-mail your resume to Recruit26@ch-asso.com by May 27th. Faxed and mailed resumes will not be considered. Questions should be directed to Colin Baenziger at (561) 707-3537 or Lynelle Klein at (425) 658-7025.

THE PROCESS

Applications will be screened between May 28th and June 29th. Finalists will be selected on June 30th. A reception and interviews will be held on or about July 14th and 15th with a decision shortly thereafter.

OTHER IMPORTANT INFORMATION

The city of Savannah is an Equal Opportunity Employer and strongly encourages women, minorities and veterans to apply.

ADDITIONAL INFORMATION

For additional information about the city of Savannah, visit:

http://www.savannahga.gov/
http://www.savannahchamber.com/
http://www.savannah.com/
http://www.seda.org

 Colin Baenziger & Associates
 EXECUTIVE RECRUITING
Situated in the western part of Washington State, Bellevue has grown from a quiet suburban bedroom community over the last decade to an internationally dynamic and multi-cultural city. Now Bellevue is looking for a new City Manager to help lead the City into its next chapter of excellence.

Nestled among the gently rolling hills that are a prelude to the Cascade Mountains, Bellevue lies in the heart of the Puget Sound region. To the west are the skyscrapers of Seattle and scenic Lake Washington and to the east lie Lake Sammamish and the gateway to the Cascades. The City is bisected by Interstate 405 running north-south, and crossed from east to west by Interstate 90 and State Route 520 which feature substantial bridges crossing Lake Washington to Seattle.

Bellevue is an economic powerhouse. Some of the country's best known companies - Microsoft, T-Mobile, PACCAR, and Expedia, to name a few - have a large presence in the City. Coupled with the many small businesses, they are the source of the approximate 134,000 jobs found within city boundaries, with strong expectations of continued growth. By 2030, the City anticipates adding 30,000 more jobs.

Quality of life matters to Bellevue's residents. Clean and safe are words used frequently to describe Bellevue. It is a place where the people and community pride themselves on a pristine appearance and environmental stewardship. Surrounding a vibrant, urban downtown are the many outstanding neighborhoods that define Bellevue. Available medical care is excellent, with two major hospitals (the
Overlake and Group Health Medical Centers) and the Children's Hospital Clinic and Surgery Center conveniently located adjacent to downtown.

The City's population is cosmopolitan, diverse and growing. Between 2005 and 2010, the downtown (which is well-defined and covers 410 acres) added 4,000 residential units. The City anticipates adding 20,000 new residents, including 10,000 in the downtown area alone. Partly due to the attraction of high-tech firms, more than 40 percent of the population is composed of ethnic minorities and 32 percent are foreign born. This unique blend of cultures and people is what fuels the energy of the City.

With regard to education, Bellevue's School District is technologically progressive and parents support their children. Two of the City's high schools ranked in the nation's top 100 in Newsweek's America's Best High Schools for 2013, and four of the five were ranked in the top 250. The U.S. News and World Report rankings are very similar. The schools' athletic programs are excellent as well. Bellevue High School, for example, won the Washington State 3A Football Championship ten times between 2001 and 2012.

Residents value city services. Annual customer surveys conducted by the City reflect that 97 percent of those surveyed rank Bellevue as a good or excellent place to live, and 83 percent feel they are getting their money's worth for their tax dollars. That is no surprise given the commitment of the workforce and the fact that every City department that is eligible to be accredited by a national body has earned accreditation.

Cultural activities are abundant. Bellevue's own Meydenbauer Center is home to artistic attractions such as the Bellevue Chamber Chorus, Bellevue Youth

City Manager
Symphony Orchestra, the International Ballet Theatre, and the Huayin Performing Arts Group. Bellevue also has a nationally respected, 20,000 square foot Bellevue Arts Museum with a wide variety of exhibits. A major community music school, Music Works Northwest, offers instruction to all ages by the area’s top musicians. The City has made a major capital investment, in partnership with the Bellevue Youth Theater Foundation, to construct a new theater to serve the youth theater program. There are a plethora of additional opportunities in surrounding communities, including Seattle.

Few places in the country can offer nature lovers more than Bellevue. Known as a “City in the Park,” it is home to almost 100 parks and natural areas totaling 2,689 acres. Nearby Lakes Washington and Sammamish offer a full range of aquatic adventures for boaters, kayakers, and canoe enthusiasts, while more than 50 miles of maintained trails are available to hikers and bicyclists. The Bellevue Botanical Garden, a 53-acre garden owned by the City that showcases cultivated display gardens and many of the beautiful families of foliage that thrive throughout the Pacific Northwest, is currently undergoing an $11 million renovation in partnership with the Bellevue Botanical Garden Society.

Travel enthusiasts do not have to go far to connect to their next destination. Nearby SeaTac International Airport is a gateway virtually to anywhere in North America or Asia, and provides non-stop flights to several of Europe’s capitals. The Port of Seattle is a hub for cruises with destinations along the coasts of western Canada and Alaska. The scenery is stunning and whales and other natural wildlife can often be seen. It is only one hour to skiing, two hours to the ocean or the Canadian border and three hours to Portland, Oregon.

The Seattle area hosts several professional sports teams, including the Seahawks (professional football), Mariners (major league baseball), Sounders (major league soccer), and Storm (women’s professional basketball) as well as the University of Washington’s well-respected Huskies. If you would rather participate, you can find practically any activity that you are interested in locally – both for youth and adults. The City offers traditional sports (football, baseball, soccer, track and field, and basketball) as well as other activities such as martial arts, lacrosse, and cricket.

Bellevue is a commercial paradise, home to world-class restaurants and shopping. Daniel’s Broiler is an exclusive establishment offering exquisite steak house dining combined with striking views of the Olympic Mountains, Bellevue and the Seattle skylines while Bix on Main has a renowned and award winning wine list. The shops at the Bravern are home to many high-end stores such as Neiman Marcus, Louis Vuitton, Hermes, David Lawrence, and Salvatore Ferragamo, while “The Bellevue Collection” is composed of three interconnected malls which house an even greater variety of commercial establishments, including Nordstrom, Tiffany’s, and Pottery Barn, that will meet all of one’s retail wants and needs.

Put all of the preceding together and the result is many awards. Money Magazine named Bellevue one of the 100 Best Places to Live in 2006, 2008, 2010 and 2012. America’s Promise Alliance named Bellevue one of the 100 Best Communities for Young People in 2006, 2007, 2010, 2011 and 2012. City departments and staff have also won numerous awards for their activities. For example, in 2010 and 2011 the International City/County Management Association awarded the city a Certificate of Excellence for performance management. The City Hall itself has won many awards for design and functionality – even more amazing when one considers it is a remodeled, outdated telephone switching center.

All in all, for the outstanding municipal professional, this kind of opportunity only comes along once in a lifetime. We invite you to apply!

History

The Seattle / Bellevue area was first inhabited by Native Americans as early as 10,000 years ago. In the mid-1850s treaties were signed under which the Native Americans gave up most of their land, and in 1869 wealthy adventurers staked the area’s first large land claims. In the following years, Civil War veterans were awarded homesteads to promote the region’s growth. These and other settlers cleared the area through logging and coal mining operations and, by the early 1900s, the area had become a prosperous farming community. Japanese immigrants, brought to Washington to clear and improve the

City Manager
land, made the most of small plots they leased and added in further development. They established a collective warehouse and soon produced the bulk of the strawberries and vegetables harvested in Bellevue. The area's agrarian success was celebrated with the first Strawberry Festival in 1925, and by then Bellevue had become a regional agrarian center.

Advances in infrastructure, such as the completion of the first bridge across Lake Washington in 1940, encouraged further growth. The outbreak of WWII and the subsequent internment of many Japanese Americans dealt a significant blow to the Bellevue community and its economy. With the end of the war, new residents began to arrive and, with them, further development. Bellevue Square, one of the first suburban shopping centers in the country, opened in 1946 and assisted in the development of commerce in the region. The City incorporated in 1953 and, through annexation, grew from 4.7 square miles by Meydenbauer Bay to its current 36 square miles. In the late 1970s, Council adopted a business plan for denser development downtown, utilizing a “wedding cake” scheme to step down densities from the downtown core to its fringes, together with formalizing “subarea plans” for residential neighborhoods.

Over the past two decades, the city added office towers and shed its “suburban” status to become a thriving commercial powerhouse and a high-tech hub. Expedia, Microsoft, PACCAR, Paget Sound Energy and T-Mobile are among the many companies with a significant presence in the city. Further, the growth is continuing. A number of new projects have begun to break ground and Bellevue’s gleaming downtown will continue to grow.

Demographics

Bellevue is Washington state’s 5th largest city. With recent annexations, Bellevue’s population is currently estimated at 132,100 and has a median age (38.5), a bit over the national median (37.2), with population spread relatively evenly across age groups. Bellevue’s daytime population is estimated at approximately 190,000.

City Manager
Bellevue's population is very diverse racially and ethnically. In fact, it's more diverse than its neighbor to the west, Seattle. Over 80 languages are spoken in the City's schools and the 2010 Census found that 62.6% of the population were Caucasian, 27.5% Asian, 2.3 percent African American, and the remainder were either of some other race or more than one race. Hispanics (of all races) comprised 7.0 percent of the population. Approximately 32 percent of the population is foreign born.

The community reflects a wide variety of incomes and offers a wide diversity of living environments and housing opportunities, including some subsidized housing.

The median household income in Bellevue is $84,503, and the mean is $112,790. By comparison, Washington State's median is $58,890 and the mean is $76,304. A little over 12 percent of the population earns $200,000 or more and 6.6 percent of the population was below the poverty line. Some schools have a significant number of students who are eligible for free lunches. Employment remains strong, with an unemployment rate of 4.5 percent in June 2013.

Bellevue residents tend to be very well educated. Over 60 percent of the population has a Bachelor's degree or higher. Specifically, 37.5 percent have a Bachelor's degree, and 23.2 percent have completed graduate work. Another 11.8 percent have a high school degree only, 16.1 percent have attended some college (no degree), and 6.8 percent have an Associate's degree.

Geography

The City's name is derived from a French term for "beautiful view." Under favorable weather conditions, one may enjoy scenic vistas of the Olympic and Cascade Mountains and Mounts Baker and Rainier.

Bellevue has a total area of a little over 36 square miles (32 square miles of land and 4.5 square miles of water). It is characterized by gently rolling hills, with elevations as high as 1,300 feet, and on average is 100 feet above sea level. The City lies between Lake Washington to the west and the smaller Lake Sammamish to the east. Much of Bellevue is drained by the Kelsey Creek watershed, and the Mercer Slough Nature Park forms Lake Washington's largest remaining wetland, providing diverse habitat for over 170 species of wildlife.

Climate

Bellevue's climate is described as temperate marine, with mild wet winters and warm dry summers. The City has four distinct but relatively mild seasons. Average summer temperatures range from 72°F to 76°F and in the winter range from 35°F to 40°F. Despite a regional reputation for rain, Bellevue's annual average rainfall is only 36 inches, less rain than is received in New York (50 inches), Atlanta (50 inches), or Chicago (39 inches).

Commerce

In the last few decades, Bellevue has been transformed from a "bedroom" community with a small employment base into a major business and retail center. More people (133,800) work in Bellevue than live there, and it is the second largest employment center in King County and the second strongest economy in the state. (See Table 1 on page 6).

A diversified mix of industries exists in Bellevue, with nearly 60 percent of jobs being in the service sector. About a quarter of those service jobs provide information services (including high-tech software development firms), another quarter provide professional, scientific, and technical services (including engineering, accounting, and management firms), and roughly 16 percent provide health care and social services. Bellevue is also known for its large retail industry, which comprises City Manager
Table 1: Principal Employers

<table>
<thead>
<tr>
<th>Rank</th>
<th>Employer</th>
<th>Type of Operation</th>
<th># of Employees</th>
<th>% of All Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Microsoft Corporation</td>
<td>Technology</td>
<td>6,300</td>
<td>4.80%</td>
</tr>
<tr>
<td>2</td>
<td>T-Mobile USA</td>
<td>Cell Phones</td>
<td>3,500</td>
<td>2.69%</td>
</tr>
<tr>
<td>3</td>
<td>Boeing</td>
<td>Aviation</td>
<td>3,200</td>
<td>2.38%</td>
</tr>
<tr>
<td>4</td>
<td>Bellevue School District</td>
<td>Education, K-12</td>
<td>2,000</td>
<td>1.55%</td>
</tr>
<tr>
<td>5</td>
<td>Overlake Hospital Medical Center</td>
<td>Medical</td>
<td>2,800</td>
<td>1.85%</td>
</tr>
<tr>
<td>6</td>
<td>Expedia</td>
<td>Online Travel</td>
<td>2,300</td>
<td>1.64%</td>
</tr>
<tr>
<td>7</td>
<td>Bellevue Community College</td>
<td>Higher Education</td>
<td>2,300</td>
<td>1.64%</td>
</tr>
<tr>
<td>8</td>
<td>City of Bellevue</td>
<td>Government</td>
<td>1,570*</td>
<td>1.12%</td>
</tr>
<tr>
<td>9</td>
<td>Safeway</td>
<td>Grocery</td>
<td>1,100</td>
<td>0.87%</td>
</tr>
<tr>
<td>10</td>
<td>Puget Sound Energy</td>
<td>Utility Services</td>
<td>1,000</td>
<td>0.71%</td>
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</table>

*City staffing was subsequently reduced to its current level of 1,229 FTEs.

Source: 2012 Bellevue CAFR

just over 10 percent of total jobs. The Bellevue Collection and the Bajewr draw people from all over the region. Department stores, car dealerships and electronic/computer stores lead the retail sector. While a number of the largest public companies in Washington have a presence here, many newer companies in the City rank in the top 50 fastest-growing public companies in Washington.

Bellevue is a major trading center, with two major interstate highways converging about three miles south of downtown and the Ports of Seattle and Tacoma and Seattle-Tacoma International Airport about half an hour away.

The Government

Bellevue operates under a Council/Manager form of government. An elected Council sets the general policies of the City, which the City Manager and staff implement. Seven residents serve part-time as members of the City Council. All are elected at-large and serve staggered four-year terms. Elections are held in November of odd-numbered years, with the next election coming this fall, at which voters will choose Council members for three seats. Based on primary election results, the Council will have at least one new member whose term will start January 1. In January, the members will select a Mayor and Deputy Mayor from among the Council to serve as the chair/vice chair for a two-year period.

The City Manager serves as the city's chief executive officer, reporting to the Council and overseeing all City operations. Seven advisory boards and commissions, with volunteer members appointed by Council, provide detailed study and recommendations on significant policy matters. The City Manager is supported by a strong Leadership Team, composed of department directors and key staff. City staff have embraced the High Performance Organization (HPO) model and a "One City" philosophy of working collaboratively, using innovation, and maintaining a future focus to achieve a better future for the City and its residents.

The City offers the full array of services including Police, Fire, Development Services (land use review, permitting/inspections and code enforcement), Parks and Community Services (recreation and human services), Planning and Community Development (comprehensive planning, economic development, affordable housing, and arts programs), Transportation (transportation system, congestion management, streets maintenance,

City Manager
and regional transportation planning) and Utilities (water, wastewater, and storm drainage). Library services are provided through the King County Library System and a private firm, through a contract with the City, provides solid waste collection and disposal services. The City has 1,229 authorized FTEs, including nine bargaining units representing approximately 49 percent of the workforce. The City also provides, via contract, several services to neighboring communities.

The City's total budget for 2013-2014 was $1.294 billion, of which $871 million was the operating budget. The remainder is divided between Special Purpose Funds (activities such as pensions and debt service) and $362.7 million in Capital Investment Funds. The General Capital Investment Plan for 2013 – 2019 totals $414.9 million. The City's infrastructure is high quality, and the City believes strongly in maintaining what it builds.

The 2012 regular property tax rate was $1.19 per $1,000 of ad valorem (AV) value. The 2013 sales tax and business and occupancy tax rates are 0.85 percent and 0.1496 percent respectively. Bellevue has the second largest tax base in the state of Washington after Seattle. The total assessed property value was $19.9 billion in 2003, growing to $32.7 billion in 2012 and is expected to increase gradually over the next few years. The City's regular property tax rate is the lowest in the state for cities over 30,000, and has declined from a peak of $1.35 in 2003 to $0.92 in 2008 before climbing back to $1.19 in 2013 (a Parks and Open Space levy lid lift was approved by the voters in November 2008, which increased the 2013 levy by an additional $0.13 per $1,000 AV). Interestingly, the City's maximum allowed rate is $3.10. The economic growth and development within its boundaries have allowed the City to remain well under its cap.

City Manager
Future Opportunities

As one of the most dynamic cities in the Pacific Northwest, Bellevue's future is alive with opportunities. Financially the City is strong. The City's bond ratings (Aaa by Moody's and AAA by Standard & Poor) and strong financial reserves are the result of its prudent fiscal management. While affected by the economic downturn, the City weathered the recession better than many others in the region and across the country, maintaining a high level of customer service while planning for and constructing many major infrastructure projects. The employee count has been reduced by approximately 150 over the past five years, and some purchases have not been made that otherwise might have. Resources are available but limited, and the biggest fiscal challenge lies in adequately funding capital needs commensurate with the City's long-term vision.

Bellevue is in an enviable position regarding growth and economic development. The City has been proactive in planning for growth, and its innovation economy and high quality of life have created a very successful economic engine. A significant issue will be continuing to manage coming growth in a manner that expands Bellevue's economy and role as a regional and global player, minimizes negative impacts on current business interests, and continues to protect and benefit vibrant residential neighborhoods. Future growth needs to be anticipated, planned for, and managed appropriately so that the best interests of the community are served.

Another indicator of the City's future growth is expansion of the regional light rail system to Bellevue. Construction on the East Link line will commence in 2015, with revenue service starting in 2023. Work is progressing to minimize the inevitable disruption caused by construction of this magnitude through neighborhoods while realizing the transformational potential of this project for economic and community development.

The rail system will stop in downtown before moving to the newly redefined Bel-Red area, recently rezoned to permit taller buildings and new transit-oriented development. The City is currently planning/designing, and will need to confirm funding for, infrastructure to support the anticipated growth in that area.

As a key regional player, Bellevue has great potential to further enhance collaboration with its neighbors. The area prides itself on a very extensive and inclusive approach to regional governance, service delivery and decision making. A challenge for the new manager will be to increase Bellevue's influence and leadership position on a host of issues that are important to the City Council.

The new manager will be supported by a well-established Leadership Team and staff. The general consensus is that the organization is functioning well utilizing the HPO model and it will be important that the new manager maintain and improve City performance levels. In many respects, the next Manager will need to assimilate into the existing culture rather than asking the organization to adapt to his/her style. Embracing the City's vision to be a collaborative and innovative organization that is future focused and committed to excellence is essential for any successful candidate.

The growing diversity of Bellevue presents an additional opportunity. This rapid change in the demographic make-up of the City to where a third of the population is foreign born presents numerous cultural, language and assimilation issues. The City Council is committed to integrating the strengths and assets these new residents bring to the community.

Like many cities, Bellevue has an aging workforce, with an average age of 49. A significant portion of the workforce is approaching or is in a position to retire. It will be important that the City be prepared for these retirements and have plans in place so as not lose organizational knowledge and momentum. Therefore, the new Manager must place a high priority on succession planning.

Finally the City has done extremely well, both in its planning for the future and its delivery of services. The key now is to maintain the momentum to continuously look for ways to improve. Complacency is not acceptable. Bellevue has been visionary in anticipating and addressing community concerns. This is reflected in the results of regular citizen and organizational surveys that demonstrate exceptional approval ratings. The next manager will need to recognize what has made Bellevue great and work with the Council to protect Bellevue's excellence and foster a continued sense of commitment.
The Candidate

The City Council is looking to partner with a new City Manager who will provide sound strategic leadership of the City's operations, offer innovative ideas to meet the changing needs of the community, and advance the vision of the City Council. The manager must be an outstanding communicator, responsive to the needs of the public, City Council, other officials, and employees. He/she must demonstrate a commitment to open, inclusive government, transparency, and public process. He/she must also recognize the responsibility of elected City Council members to establish policy and the City Manager's role to implement that policy and manage operations.

The manager will see over the horizon and be capable of managing multiple complex problems in a fast-paced environment. He/she will anticipate issues before they occur and make appropriate course corrections. He/she will also recognize regional interdependencies and be willing to collaborate or partner with other agencies to achieve better/more cost effective services for the city and the broader community.

The City Manager will need to interact with residents and honor the City's neighborhoods while recognizing the contribution that the everyday citizen makes to Bellevue's way of life. The ideal candidate should be able to build successful partnerships both internally and with the community. Experience and competency in interacting with diversity will also be critical to the next manager's success. Approachability is valued by all in the community, from individual residents to neighborhood associations and business and community leaders. The manager must establish his/her position as an objective facilitator, able to listen and incorporate a wide range of views into the decision-making process. A skilled negotiator who represents the City and its interests is also important.

A drive for excellent customer service is critical to the success of the next manager. He/she will listen carefully and be helpful and friendly, as well as instilling these attributes in staff. Bellevue has a tradition of excellence and accomplishment, and it is expected the next city manager will continue that tradition.

Managing the City is done in partnership with the City's Leadership Team. It is expected that the manager will prioritize and delegate, while remaining engaged with the organization. Performance management is at the heart of the city's operations, and the next manager will hold staff accountable for results. Continuous improvement, creativity and innovation are valued, with sensible risk taking encouraged and not penalized. He/she will care about people and their development and will mentor and motivate staff. Getting "into the field" and not from behind a desk is valued as a way to interact with both the residents and the staff — communicating and listening to their needs. His/her focus will be to grow the community, not the government.

City Manager
The ideal candidate will have at least 10 years of experience as a City Manager, Deputy City Manager or an Assistant City Manager with a proven track record in strategic leadership, community and intergovernmental relations, capital investment program planning, performance management, and commitment to service excellence. The individual is expected to have at least a Bachelor’s degree in business administration, public administration, urban planning or a related field. An advanced degree or specific training relevant to this position is highly desirable.

All in all, Bellevue is seeking a City Manager, an elite municipal management professional, to help the City maintain and surpass its current standards of excellence. Further, it hopes the individual will make a commitment to Bellevue and plan to stay at least 10 years.

Residency

The selected candidate is expected to reside in the City.

Compensation

The salary range for the City Manager is $200,000 – $250,000. The Council will be flexible within the range if a candidate presents himself or herself with outstanding qualifications. Benefits are excellent.

How to Apply

E-mail your resume to Recruiter35@cb-assc.com by October 4, 2013. Faxed and mailed resumes will not be considered. Questions should be directed to Colin Baenziger of Colin Baenziger & Associates at (561) 707-3537.

The Process

Applicants will be screened between October 4 and November 6. Finalist interviews are scheduled for November 22 and 23 with a selection shortly thereafter.

Other Important Information

The City of Bellevue thrives on diversity and encourages women and minorities to apply. Applications will be kept confidential until finalists are approved by the City Council. At that point, it is anticipated that finalists’ names will be released to the public.
Appendix C

Sample Candidate Report
Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resume</td>
<td>1</td>
</tr>
<tr>
<td>Candidate Introduction</td>
<td>7</td>
</tr>
<tr>
<td>Background Checks</td>
<td>15</td>
</tr>
<tr>
<td>CB&amp;A Reference Notes</td>
<td>19</td>
</tr>
<tr>
<td>Internet Search</td>
<td>35</td>
</tr>
</tbody>
</table>
Roberto Hernandez
8641 Northwest 80th Street, Tamarac, Florida 33321 | 954-590-8290 | robhernandez@comcast.net

PROFESSIONAL PROFILE
Proven, resourceful, and results-focused public administrator with more than twenty-five years of progressive and responsible local government management experience. ICMA-Credentialed Manager known for leadership, professionalism, and organizational abilities. U.S. Army Reserves (retired) with extensive background in civil-military operations. Focus areas include:

- Budget development
- Fiscal stewardship
- Organizational effectiveness
- Complex operations
- Economic development
- Municipal-level services
- Public safety
- Emergency management
- Regional service delivery

RELEVANT EXPERIENCE
Deputy County Administrator 2013 to Present
Broward County Board of County Commissioners; Fort Lauderdale, Florida

Part of the Miami-Fort Lauderdale metropolitan area, Broward County is the second most populous county in Florida and 17th in the United States (pop. 1.9 million). It provides mandated, regional, contracted, and municipal-level services, in addition to operating the 24th busiest airport, and a cruise/cargo port ranked among the top ten nationally.

Key duties and responsibilities:
- Maintain positive and effective relationships with a nine-member board of county commissioners.
- Provide executive level leadership by assisting the county administrator in directing the operations of a large, diverse, urban county with 5,989 employees and a total budget of $4.2 billion.
- Provide direct oversight of Public Works, Human Services, Environmental Protection and Growth Management departments; Parks and Recreation, Libraries, Cultural divisions; and Economic and Small Business Development, Public Communications, Intergovernmental Affairs, and Medical Examiner and Trauma Services agencies (3,003 FTEs and $537.4M operating budget (FY16)).
- Serve as the acting county administrator during the county administrator’s absence.

Accomplishments:
- Served as team leader during negotiations ultimately retaining a major league sports team.
- Participated in the establishment of new five-year strategic priorities and agency business plans.
- Coordinated a study of living wage policies leading to the expansion of such policies at the County’s international airport.
- Overseen the reimagining of a county-owned sports and entertainment facility into a mixed use economic and cultural destination.

Deputy City Manager 2011 to 2013
City of Coral Springs, Florida

Served as one of two deputy city managers in a full-service municipality consisting of 24 square miles, population of 121,096, 767 FTEs, and $152M total budget, located in southeastern Florida.

Key duties and responsibilities:
- Worked closely and collaboratively with the city manager and a five-member city commission on a variety of projects, issues and business plan initiatives.
- Assisted the city manager in providing operational oversight of municipal departments.
- Functioned as the de facto director of the Coral Springs Community Redevelopment Agency (a dependent special district) charged with the redevelopment of the city’s downtown area.
- Contract administrator between the City and its charter school and economic development agency.
Accomplishments:

- Led the City’s efforts to build a new municipal complex including working with the public, Urban Land Institute, city commission, key stakeholders, and others.
- Performed a comprehensive assessment of the City’s code enforcement agency leading to operational changes targeting efficiency and program effectiveness.
- Created a five-year capital improvement plan and reinstated a marketing/branding program for the City’s downtown redevelopment agency.
- Spearheaded the creation of an economic development strategic plan, ten-year update of the City’s downtown redevelopment plan, downtown storm water study, and downtown parking study.
- Provided initial project leadership and oversight for a $4.4 million project consisting of “Complete Streets” elements and development of an “Art Walk” as a link between the new municipal complex and adjacent dining and shopping areas.

Deputy County Manager 2008 to 2011

Fulton County Board of County Commissioners: Atlanta, Georgia

Fulton County is the center of the Atlanta metropolitan area and the state’s capital county (pop. 1.1 million, 5,557 FTEs (FY11) and FY11 total budget of $1.09 B). Served as deputy county manager principally responsible for unincorporated area services, public safety, public works, and coordination with judicial agencies.

Key duties and responsibilities:

- Interacted with a seven-member board of county commissioners.
- Provided strategic leadership and direction for various county services, including animal services, code enforcement, planning, permitting, zoning, economic development, emergency communications/911, emergency management, fire and emergency medical services, parks and recreation, police, and public works (including water and sewer).
- Directly responsible for overseeing municipal-level services within the unincorporated area known as South Fulton, an annual operating budget of $208 million (FY11, all funds) and 751 full-time employees (all funds).
- Coordinated activities among the County Manager’s Office and the County’s 12 constitutional and judicial agencies.
- Acted as the county manager during the county manager’s absence.

Accomplishments:

- Established an economic development program for unincorporated areas of Fulton County focused on business retention and redevelopment of commercial corridors.
- Guided the adoption of a redevelopment plan for the Fulton Industrial District, resulting in the reinvigoration of one of the largest industrial, warehousing and distribution areas east of the Mississippi River.
- Implemented a multi-faceted approach to crime reduction in unincorporated communities leading to a 33% reduction in serious crimes (2008 thru 2010).
- Led a comprehensive review and reorganization of the county’s emergency communications services.
- Planned and implemented infrastructure improvements including replacement and renovated fire stations, parks and recreation facilities, fleet replacement, new satellite government service center, courthouse security upgrades, and other improvements to county-owned facilities.
- Provided strategic direction to the Office of the Child Attorney leading to the termination of a federal consent decree relating to legal services provided to abused and neglected children.
Section 5

Robert Hernandez

Coordinated the Office of the County Manager’s efforts to comply with, and emerge from, a federal consent decree relating to jail crowding by participating in initiatives designed to improve the criminal justice system’s performance, expand jail staffing, reduce criminal case processing time, replace the criminal justice information system, and complete extensive jail modernization and improvement projects.

Assistant to the County Administrator
Broward County Board of Commissioners, Fort Lauderdale, Florida

2003-2008

Served in an executive level position assisting the county administrator in managing the operations of the 14th largest county (1.8 million residents, $3.1 billion total budget (FY08) and 7,000 employees (FY08)).

Key Responsibilities or Accomplishments:

- Assisted in implementing the policies of a nine-member board of commissioners.
- Facilitated, tracked, and monitored the implementation of key policies, projects and initiatives in assigned agencies, including Aviation, Community Services, Emergency Management, Environmental Protection, Port Everglades, Public Works and Transportation ($857M FY08 operating budget and 3,124 employees).
- Completed special projects to improve services, efficiency or organizational performance, including a seaport physical security program upgrade and organizational improvements in emergency management operations.
- Chaired or served on organization-wide task forces on cost efficiencies in environmental protection, transportation, and public works services.
- Directed an internal investigative unit investigating complaints of misconduct by employees or contractors.

Various Positions
Broward County Board of Commissioners: Fort Lauderdale, Florida

1994-2003

Executive level or management positions assisting in directing the operations of two departments including human services and public safety, and coordinating the county’s activities in affordable housing and economic development.

Accomplishments:

- Co-authored strategic plan for regional fire rescue services which secured $18 million in capital funding, $16 million in additional operating funds and $33 million for regional public safety communications.
- Negotiated five intergovernmental agreements for fire and emergency medical services with a combined value of more than $40 million including the expansion of contracted fire rescue services and the consolidation of municipal and county fire departments.
- Assisted in the placement, funding, and construction of a 200-bed full service homeless assistance center.
- Coordinated special projects and citizen advisory boards, such as the Homeless Initiative Partnership, Fire Rescue Advisory Board, and Affordable Housing Advisory Committee.
- Administered more than $7 million in affordable housing financing, construction and rehabilitation programs for Broward County and four contract cities under the State Housing Initiative Partnership.
- Produced or preserved 320 affordable housing units with a total value of $24.5 million.
- Attracted $15.2 million in private funding for affordable housing units.
Commercial Revitalization Coordinator  
*City of Homestead, Florida*  
1994  
Program management position in the city’s Community Development Department responsible for reconstructing commercial and residential areas damaged during Hurricane Andrew.  
- Implemented a $650,000 Commercial Building Rehabilitation Assistance Program consisting of facade renovations, correction of code violations and compliance with ADA requirements.  
- Supervised contracting and performance of contractors, engineers and architects on building renovation projects.  
- Assembled cost estimates for land acquisition, relocation, demolition, and public improvements.  
- Managed grants and prepared grant management reports as required by state and federal grants.

Executive Director  
*Hispanic Unity of Florida, Inc., Hollywood, Florida*  
1992-1994  
Chief executive officer responsible for directing the operation of a nonprofit, community-based social services agency providing family literacy, community health, citizenship development, case management, and employment assistance services. Reported directly to a board of directors, supervised full-time staff of 12 and responsible for administration, financial management, programmatic planning, fundraising, and coordinating agency activities. Key achievements include:  
- Increased agency’s grant funding by 94% within a one-year period.  
- Secured funding from public and private sources for the purchase and renovation of the agency’s first owned facility.  
- Expanded agency programs to include health services, HIV/AIDS case management, and citizenship examinations.

Civil Affairs Specialist/Instructor/Course Writer  
*United States Army Reserve*  
1983-2008  
Functioned as a Civil Affairs Soldier, Team Sergeant, Detachment Sergeant, Instructor, and Chief Instructor in support of conventional and special operations forces. Identified critical requirements needed by local citizens in combat or crisis situations. Located civilian resources to support military operations, mitigate non-combatant injury, or minimize civilian interference with military operations. Established and maintained communication with civilian aid agencies and organizations. Notable accomplishments while on Active Duty include:  
- Supported operations Enduring Freedom and Iraqi Freedom by training deploying forces to perform civil military operations, which involve establishing, maintaining and influencing relations between military forces, governmental and nongovernmental civilian organizations, and the civilian populace in order to facilitate military operations and achieve U.S. objectives.  
- Following Hurricane Andrew, provided humanitarian assistance to civilians, and provided short-term support to stabilization and reconstruction efforts in the city of Homestead, Florida.  
- Assisted in the reception, housing and relocation of Cuban migrants during Operation Safe Haven in the Republic of Panama.  
- Provided technical expertise, advice, and assistance in restoring local government services and facilities in the Republic of Panama during Operation Just Cause, including public safety, jail facilities, refuse collection, restoration of freight rail service, repair of local housing stock, and the re-establishment of the national government.
EDUCATION

Essentials of Firefighting
*Broward Fire Academy, Fort Lauderdale, Florida*

Master of Public Administration
*Nova Southeastern University, Fort Lauderdale, Florida*

Army Instructor Training Course
*U.S. Army John F. Kennedy Special Warfare Center and School, Fort Bragg, North Carolina*

Bachelor of Public Administration
*Florida International University, Miami, Florida*

Civil Affairs Course (Civil-Military Operations)
*U.S. Army John F. Kennedy Special Warfare Center and School, Fort Bragg, North Carolina*

PROFESSIONAL AFFILIATIONS

International City / County Management Association (ICMA) – Credentialed Manager

Broward City / County Management Association

Urban Land Institute (ULI)

International Economic Development Council (IEDC)

Florida Redevelopment Association, past member

City of Tamarac, Florida Firefighters Pension Board of Trustees

Florida Public Pension Trustees Association
Candidate Introduction
EDUCATION

- Master of Public Administration: Nova Southeastern University; Fort Lauderdale, Florida
- Army Instructor Training Course: U. S. Army John F. Kennedy Special Warfare Center and School; Fort Bragg, North Carolina
- Bachelor of Public Administration: Florida International University, Miami, Florida
- Essentials of Firefighting: Broward Fire Academy; Fort Lauderdale, Florida
- Civil Affairs Course (Civil-Military Operations): U. S. Army John F. Kennedy Special Warfare Center and School; Fort Bragg, North Carolina

EXPERIENCE

Deputy County Administrator; Broward County, FL 2013 – Present
Deputy City Manager; Coral Springs, FL 2011 – 2013
Deputy County Manager; Fulton County, GA 2008 – 2011
Broward County, FL 1994 – 2008
  Assistant to the County Administrator (five years), Assistant to
  Department Director (seven years), and Urban Affairs Specialist /
  Housing Resource Coordinator (two years)
Commercial Revitalization Coordinator, Homestead, FL 1994
Civil Affairs Specialist /Instructor/Course Writer, United States Army Reserve 1983 – 2008

BACKGROUND

Broward County, Florida is a large, urban county located in southeast Florida. With a population
just shy of 1.9 million residents, it is the second most populous county in the state, and the 18th
most populous in the United States. The county consists of more than 1,000 square miles; however,
two thirds of the county are conservation areas of the Florida Everglades. The remaining
435 square miles is home to 31 municipalities and unincorporated neighborhoods. The county’s
governing body consists of nine members elected from single-member districts, and provides
services ranging from animal care to zoning, buses to butterflies. Operating under a
Commission/Manager form of government, Broward County government, excluding the
constitutional officers, employs 5,989 full-time employees.

As the deputy county administrator, I assist in overseeing 29 of 57 business units. Directly under
my supervision are ten agency directors (Human Services, Public Works, Environmental
Protection and Growth Management, Parks and Recreation, Libraries, Cultural, Medical Examiner
and Trauma Services, Public Communications, Intergovernmental Affairs and Professional
Standards, and Economic and Small Business Development), one administrative assistant, and one
part-time special projects coordinator. The County’s current general fund budget is more than
$1.1 billion, or $4.2 billion in total.
The three most important issues facing my current organization at this time are:

1. Expanding transportation options and improving mobility
2. Diversifying the economy beyond tourism and services
3. Ensuring housing is affordable.

Broward County is the center of the Miami-Fort Lauderdale-West Palm Beach Metropolitan Statistical Area (MSA). With 5.8 million residents, this MSA is the most densely populated urban area outside of the northeastern United States. The region is the state’s economic hub and is a gateway to both tourism and international trade. Since the 1970s, Broward County has experienced explosive population growth. The county is now largely built-out with very few tracts of large undeveloped parcels of land remaining. Despite the lack of available raw land, the population continues to grow, fueled in part by the weather, 25 miles of beaches, geographic proximity to Central and South America, and favorable tax climate.

This consistent growth has resulted in worsening traffic congestion within the region. Almost all of the county’s major arterial roadways have been widened to their maximum available widths, yet operate at beyond-maximum capacities. In order to sustain continued population growth, economic prosperity and redevelopment, it is important that the county not strangle itself on its success. Broward County cannot operate a sufficient public transportation system without a dedicated source of funding and is contemplating a 2016 ballot measure that would increase the sales tax rate from five percent to six percent to pay for transit and transportation improvements.

Economic diversification is the second most important public policy issue facing Broward County government. Broward County is fortunate to be among the leaders in the state and nationally in job creation and has had historically low unemployment rates. According to the Florida Chamber of Commerce, Broward will add another 144,700 working-age residents to its population by 2030. This means that in order to maintain an unemployment rate of 4.3 percent, the county must create almost 77,000 new jobs. The tourism, hospitality and service sectors are major employment generators. However important to the region’s and state’s economies, these sectors typically pay below average wages. Working with private sector parties, the County’s long-term strategy is to attract higher paying jobs in targeted industries such as aerospace, manufacturing, health, financial services, international trade, and corporate headquarters.

Lastly, housing affordability is the third major issue facing Broward County. The combination of lower wage service sector jobs, high development costs, and lack of available land have led to rapidly escalating home sale prices and rents. Housing costs in Broward County are now among the highest in the nation. Recent studies show that the average home in Broward is unaffordable. In fact, a family needs to earn $63,048 to afford the median-priced home costing $286,000. Also, a 2014 study by the Metropolitan Center at Florida International University found that almost 50 percent of households in the county are cost-burdened, meaning their housing-related costs exceed 30 percent of their income. We know that housing demand and labor markets are linked. Without
an affordable and diverse housing stock, this county will not succeed in creating a diversified and balanced economy.

**GENERAL MANAGEMENT STYLE AND EXPERIENCE**

I have been a public servant since graduating from high school. I have been fortunate to work for several outstanding and highly-regarded governments in executive capacities. My ultimate goal is to become a city or county manager in a community of excellence. Throughout my professional career, I’ve resisted the temptation to “chase” city manager positions solely for the sake of becoming a city manager at any cost. Instead, I’ve judiciously and patiently served in deputy roles in great organizations and exceptional communities. This opportunity as a city manager fits perfectly into my career plan. I am prepared for the challenge and look forward to it.

As I mentioned earlier, I currently serve as the deputy county administrator for a well-regarded, county government. Prior to that, I served as a deputy city manager responsible for operations, economic development and redevelopment for the City of Coral Springs, Florida. Previously, I served as a deputy county manager in Georgia’s largest county – Fulton County. In that capacity, I directly oversaw several departments including Police, Fire Rescue, Development Services, Emergency Management, Animal Control, Public Works, 911 and others. I also served as the county manager’s direct liaison with our judicial agencies.

Prior to working for Fulton County, I held various positions within Broward County (Florida) government where I assisted in troubleshooting issues and program management. During my tenure in Broward County, I obtained my certification from the State of Florida in Firefighting. In addition, I am proud of the 23 years I served in the United States Army Reserves, where I finished my military career as a senior instructor. During my military career I assisted in re-establishing local government services in Panama following Operation Just Cause, building health clinics and schools in various nations, and assisting in reconstruction activities in the City of Homestead, Florida, following Hurricane Andrew in 1992. I was later hired by the City to help oversee reconstruction of its downtown business district.

I do not subscribe to any specific “style” of management. For me, it is purely situational. However, I prefer to refer to it as leadership rather than management. I often say that many can manage, but few can lead. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive. However, my inclination is toward participation. I attribute this to my service in the U.S. military. The Army taught me and gave me numerous opportunities to lead teams and groups, since military operations seldom involve individuals operating in vacuums. The concept of teamwork has been instilled in me since sitting in the barber’s chair at Fort Jackson, South Carolina, at the ripe age of 17.

I make it a point to focus on teamwork and my military background because throughout my career I have had to work with, or for, managers that could not lead their colleagues or subordinates.
Although they could “manage”, they had a hard time relating to or motivating others, including their superiors. Many maintained a “my way is best” or “because I said so” approach. Often times they felt the organization revolved around them resulting in employees that were not motivated nor empowered to act. They failed to teach, mentor or guide the organization and demonstrated a “do as I say” rather than “do as I do” approach. This approach does much to harm an organization in the long-term. For that reason, I am grateful to having had the intensive training and experience in group/team leadership and the opportunity to apply those skills effectively.

Additionally, during my career, I have been active, energetic and involved. While not a micromanager, I am an engaged one. After all, one cannot lead from behind a desk. Therefore, I prefer to spend time with employees in “the field” and have spent countless hours working with public works crews, animal control, fire and police.

I am confident that others (staff and elected officials) would describe me as professional, thorough, hard-working and even-tempered. A strength they would also point to is my ability to make strategic decisions and think one step ahead. Further, I am proud of my proclivity to take on difficult projects or disorganized operations and help bring organization and focus. My military background has taught me to be disciplined, focused, methodical, and organized.

In terms of weaknesses, I’ve learned to become less rigid over time. I have also learned to juggle multiple demands and competing interests. This at times makes me appear to be rushed. I am also known to be direct and to the point.

Regarding performance metrics, it all starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once five or so key strategic objectives are defined by the governing board, it’s the manager’s job to help develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

As for achievements, I am most proud of my working in economic development and redeveloping a crime-ridden industrial area known as the Fulton Industrial District. This area had become overrun with prostitution and crime. I created and led an intensive initiative to clean the area, invest public resources, retain existing businesses and attract new ones. This initiative led to the closure of budget motels overtaken by drug dealers and prostitutes. Working with the business community we established the equivalent of a business improvement district. Finally, I helped create a satellite government center in the heart of the district. We re-established the District as a safe place for business in the Metro Atlanta area.

Early in my career I learned that it pays to be prepared and self-reliant. While working on a controversial issue related to fire rescue consolidation, I was required to make presentations before various city commissions. I faced a less than friendly audience in one community where I was required to present after midnight. I was not allowed to use their computer, projectors or electric
cords. From that point forward, I learned to be fully self-sufficient and prepared for contingencies.

In terms of embarrassing situations, while in college I did not pay a campus ticket for failure to wear my seatbelt. I mistakenly thought it would go on my college tuition bill at the University of Houston and, when I went to register, I would pay the fine. I realized later that a warrant had been issued for failing to pay. A lesson hard learned.

As for employee terminations, I’ve had to dismiss numerous employees throughout my career. While it is never an encounter that brings pleasure or satisfaction, these separations should not be a surprise to the affected individual. The individual should have been counseled and made well aware of performance deficiencies, corrective actions required, and the consequences of not meeting the performance standards. Regardless, in each of these situations, I believe that the employee should be treated with respect and dignity.

The issues and challenges facing Savannah for its next city manager are:

- **Addressing Crime and Public Safety.** My limited research and knowledge of Savannah indicates a serious problem with violent crime in the City. For a city of about 150,000 residents, the number of gun-related deaths in excess of 54 deaths is staggering. Throughout the internet, there are accounts from residents warning of crime and violence. While the growing number is positive, the perception of violent crime could impact the City’s reputation. It certainly appears to be impacted, at least in the eyes of residents and business leaders. The City’s next city manager must be someone with a background in public safety and with strong knowledge of the criminal justice system.

- **Upgrading Infrastructure.** As an older, low-lying coastal community, Savannah must continue to invest in its stormwater management, flood control and transportation infrastructure. The city is prone to flooding and its infrastructure is aging. The cost of upgrading and replacing these systems in light of rising sea levels and climate change will undoubtedly be staggering for a city of its size. Nevertheless, significant investments in infrastructure to address the City’s needs for the next 50 to 100 years is vital.

- **Investing in its People.** Savannah seems to experience many of the ills which affect larger urban areas. Crime, poverty, affordable housing, homelessness, economic disparity, and scarce higher-wage employment for its residents. Despite its southern charm, the city appears to suffer from decades, and perhaps generations, of disinvestment in its people. Median family income is $36,410, and more than 40 percent of area residents are housing cost-burdened. The poverty rate appears to be at just below 20 percent. In a Coast Georgia Indicators Coalition survey, respondents identified crime, and increasing educational attainment and job training as the top two most important issues facing the community. These issues are beyond the City’s ability to solve and requires a city manager with the ability to work with other actors to address these issues in a systematic way.
If selected for the position, during my first six months I will:

- Listen and observe to grasp issues, challenges and desires of all stakeholders. This includes meeting with elected officials from all levels, department directors, neighborhood groups, business community, education representatives, the local media, and others;
- Reach out to department directors and learn about their challenges, priorities and programs;
- Meet as many employees as possible by conducting several “town hall” sessions;
- Establish trust and credibility with elected officials, and the workforce;
- Become more familiar with the community and it is culture; and
- Review goals and objectives for the organization with the Mayor and City Council;
- Forge a close relationship with the City Council and Mayor by meeting with each on a regular basis.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I’ve used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would “tweet” aspects of the discussion. Unfortunately, given Florida’s strict public records laws, my use of social media has for the most part been in one direction – that is, pushing information rather than engaging in back and forth communication.

There is “no dirt” on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively.

My personal interests include the outdoors and pursuing home improvement projects.

**ADJECTIVES OR PHRASES THAT DESCRIBE ME:**

- Driven
- Professional
- Focused
- Disciplined
- Organized
- Thorough
REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Broward County because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

$210,000 plus $5,000 auto allowance
CB&A Background Checks
Background Check Summary for
ROBERTO HERNANDEZ

Criminal Records Checks:

Nationwide Criminal Records Search
No Records Found

County
Broward County, FL
No Records Found
Fulton County, GA
No Records Found

State
Florida
No Records Found
Georgia
No Records Found

Civil Records Checks:

County
Broward County, FL
No Records Found
Fulton County, GA
No Records Found

Federal
Florida
No Records Found
Georgia
No Records Found

Motor Vehicle
Florida
No Records Found

Credit
Excellent

Bankruptcy
No Records Found

Education
Confirmed

Employment
Confirmed
CB&A Reference Notes
Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager. He was the CRA (Community Redevelopment Agency) Liaison.

Every project currently underway in Coral Springs is a very direct result of Mr. Hernandez’s work. He was very innovative, very driven and very conscientious. He was publicly praised on several occasions for thoroughly researching a topic before bringing ideas forward. He was so thorough that his suggestions were never questioned. He made decisions based on what was right for the community.

Mr. Hernandez developed a Capital Improvement Plan which had not been done for several years prior. This document was very well done and became the master plan for the city. He has an incredible ability to produce results. He has much experience in development and redevelopment, something Coral Springs really needed.

One of Mr. Hernandez’s strongest attributes is his understanding of employees’ strengths. He strategically placed them in teams where they could move projects forward. Employees had input and buy-in. He lightens up tense situations. He can step in and make decisions to move things forward when needed. He brought new ideas to the city and really changed the dynamics and the direction it was headed.

As Deputy City Manager, Mr. Hernandez was accountable for at least half of the operations in the city. He managed economic development, community redevelopment, public works, and other organizations. He oversaw 400 – 500 employees. A selection committee is used when hiring employees and selecting vendors, he sat on those committees.

Mr. Hernandez was very driven in moving the economic development processes forward, which had been stalled for a number of years because of the recession. He was very committed to helping Coral Springs thrive from every perspective, even parks and recreation. He gave a thorough presentation to help the Commissioners and the public embrace the concept of building a new city hall. He is very aggressive in moving forward to achieve an amazing end result. He did a great deal of community outreach for various projects. His public presentations provided information so that projects could receive the support needed to move forward. Those listening felt that he cared about the community and wanted the best for the residents.

Coral Springs has a number of A rated schools. Mr. Hernandez understands how important education is and attended meetings related to education. He also attended chamber and corporate meetings related to economic development. He is very dynamic and easy to speak with. He shows an interest in residents and is well liked. When he left they held a going away party that was well attended by staff, commissioners and residents. Everyone tried to talk him into staying and praised his performance.
Mr. Hernandez was the liaison between Ms. Taschereau and the elected officials. He kept everyone aware of items that need to be on the agenda or were of concern. He also did well communicating information from the Board.

Mr. Hernandez drove around the city with employees to see what parts of the community needed attention. He encouraged input to hear different perspectives. Staff found his management style refreshing because they were including in identifying and resolving issues.

The downtown area was run down. Mr. Hernandez held a meeting to determine what could be done to enhance the aesthetics of the area. Employees from various departments gave their perspective. He implemented several of their ideas and is very inclusive.

City hall has very limited parking in the front. Many employees were given permission to use the front parking lot, which meant customers had to park in the back. Mr. Hernandez immediately recognized that he was walking into city hall with customers. He explained to employees why they needed to park in back, thus reserving the front parking lot for customers. Everyone followed the policy from that time forward. When residents called him regarding permit delays, he reviewed the process to determine why the delay occurred. If a process was not serving the customer, he adjusted it.

Mr. Hernandez is very good with finances. He conducted budget reviews and was very involved in the process during budget season. He was also involved in police, fire and pension negotiations. He is very timely in completing tasks unless the item needed more research. He is very conscientious about providing a quality product and being responsive, and he has the same expectation of staff.

Nothing controversial will be found in Mr. Hernandez’s professional or personal history. He has a military background and integrity is always at the top of his list. He left Coral Springs for a better opportunity. Everyone in the community speaks very highly of him. Commissioners and community leaders still call him when they need advice.

Ms. Taschereau would hire Mr. Hernandez and would work for him again. The city of Coral Springs would re-hire him if given the opportunity. When he left projects and activity slowed down. He set goals that were reachable while moving projects forward. He is very results oriented and will be a great Manager.

Words or phrases used to describe Roberto Hernandez:

- Leader,
- Innovative,
- Collaborative,
- Inclusive,
- Decisive leader,
- Influential.
**Strengths:** Very collaborative; very decisive, very professional; very approachable; very intelligent; very innovative; very well liked; great leader.

**Weaknesses:** He is very high functioning and he trusts employees to work at the same level. He does not micro manage but at times people need to be micro managed.

**Erdal Donmez – City Manager, City of Coral Springs, FL  954-344-5906**

Mr. Hernandez reported to Mr. Donmez from 2011 – 2013. They had frequent interactions as their offices were near each other. Because of his military background Mr. Hernandez is very organized. He kept time tables for each project and assignment, and stayed within that timetable. He relayed both good news and bad news, and kept everyone very well informed.

Mr. Hernandez’s job performance is excellent. When given an assignment he is very thorough in researching the idea and providing updates as needed. He is very hard working, rarely says no to an assignment and does an excellent job from start to finish. He is a superb individual and employee.

Hiring decisions are made by hiring panels in Coral Springs. Mr. Hernandez was part of several hiring panels and did very well. He was confident in challenging his subordinates and peers by asking questions about procedures that had been in place for years, but he did so in such a way that he gained the respect of everyone in the organization.

Mr. Hernandez maintains the organization at a high level of performance and can be a change agent when necessary. He is often out in the community and attends community functions. His public interactions are excellent.

Every Friday afternoon Mr. Hernandez drove some of the Directors to project sites and to review other parts of the community. He also rode with police officers and employees from code enforcement. He made sure everyone was aware of the issues and sought input from multiple departments. He is very dynamic, hardworking, mature and friendly.

The Code Enforcement Division was in terrible shape and received complaints from staff and residents. Mr. Hernandez organized meetings with the entire staff to discuss the issues and how they could improve. He met with every employee as a group and individually to make sure they were on board. He involved staff from other departments. He gave regular updates and wrote an assessment report, which became the basis for the reorganization of the division. This report is still used as a model for other departments and functions.

Mr. Hernandez had good financial skills and does well preparing the budget. He is not an expert in finance and cannot give advice on whether the city should use a bank loan or a bond issue. He is always timely in completing tasks and if he is unable to complete it within the time frame given, he is upfront to avoid surprises.
Coral Springs has a very informal environment. Staff generally calls the commissioners by their first name. Mr. Hernandez has a military background and called them Mr. Commissioner or Ms. Commissioner. His style is unique and while the elected officials did encourage him to use their first name, they appreciated the respect he showed them.

Nothing negative has been written about Mr. Hernandez in the newspaper. His background is clear of any item that might embarrass an employer.

Before hiring Mr. Hernandez, Mr. Donmez called his former boss in Broward County to ask what she thought of him. She replied that none of his accomplishments were exaggerated and she would hire him in a heartbeat. She eventually had an open position within the County and offered it to Mr. Hernandez, which he accepted.

Mr. Hernandez is at the top of Mr. Donmez’ list of individuals to recommend or hire. He is very well rounded, mature, hardworking, friendly and highly ethical. He speaks Spanish, which is beneficial in South Florida. Mr. Donmez gives Mr. Hernandez the highest reference possible.

Words or phrases used to describe Roberto Hernandez:

- Disciplined,
- Organized,
- Professional
- Listener, and
- Formal as needed.

Strengths: Very organized and thorough; keeps everyone in the loop; does an excellent job with every assignment.

Weaknesses: His only weakness is longevity. He worked in Coral Springs for less than two years and left for an opportunity with the County.

Skye Patrick – Former Director of Libraries, Broward County, FL 562-940-8400

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration is Mr. Hernandez’s strong suit. He is thoughtful and he understands County policy and procedures very well, which means he can navigate in a way that is very helpful to his department. He did not know much about the library system when he was hired but he studied and learned about how they operate and he now has a good understanding.
The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he is very thoughtful and takes the time to gather information.

In general, Mr. Hernandez maintains the organization at a high level and has learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan which is very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

They were short 800k in a capital budget of $5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They have only known each other for a few years but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a $6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for an Administrator position.
Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

**Strengths:** Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

**Weaknesses:** He could have a greater understanding of the different lines of work that each department head is responsible for.

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**Claudette Bruck – Former Commissioner, City of Coral Springs, FL  954-562-2526**

Ms. Bruck has known Mr. Hernandez since 2011. He was their City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez is extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed everyone. His presentations are flawless but factual. Everything he says is entirely trustworthy, he does not present information he cannot stand behind.

Their interactions were all professional. Mr. Hernandez is very respectful. He listens and is prompt in responding to inquiries. His decisions when hiring personnel are very good. He is innovative and operates at a high performance level. He listens, assesses a situation and then comes forward with an excellent recommendation. He is very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He has a good rapport with the audience and a demeanor that invites trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager’s office operates independently of the Commission. Rather than reporting in on a daily basis, they do so at special meetings or as needed.

Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He is always prepared and can answer questions on the spot.
The Commission receives much information from varying sources and the information is not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He follows through and is customer service oriented. He always does what he says he will do. He was not directly involved in the finance department or the creation of the budget, but has a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great manager. He is knowledgeable, experienced, task oriented, focused, and can always be trusted. His departure was a tremendous loss to Coral Springs.

**Words or phrases used to describe Roberto Hernandez:**

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

**Strengths:** Very thorough; brings an idea forward only after it has been thorough researched; good at identifying problems and determining solutions.

**Weaknesses:** None identified.

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**Zachary Williams – Former Fulton County Manager, GA  404-990-6545  404-371-2881**

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011, Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions are outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez has an excellent work relationship with his elected officials. They trust that what he says has been well researched. He earned their respect and represented Mr. Williams very well.

Once he has been given a problem to solve, Mr. Hernandez is tenacious. He marshals resources and focuses them through team building to get the job done. He does not shy away from challenges. He can be patient when it is warranted; however, it does not come naturally to him.
Mr. Hernandez prefers face to face interactions whenever possible. If meeting a person directly is not an option, then he uses the phone. He is an excellent writer and could be successful using email; however, he has developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needs to be made, Mr. Hernandez will respond quickly. Circumstances which require fact gathering may take him longer. He is not indecisive but rather takes the appropriate amount of time to gather the information and opinions he needs to make good decisions.

Mr. Hernandez hires good employees. In some instances where a hire did not work out, he did all he could to work with them. He goes through exhausted hiring practices involving many stakeholders. He is analytical and uses that to his advantage in the hiring process.

Mr. Hernandez is innovative but does not try to change things just for the sake of change. He is mature enough to leave a process alone when it works well. He has improved existing processes in Fulton County.

Mr. Williams is proud of the redevelopment which was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez’s leadership an area known for drugs, prostitution, and crime has reversed its negative direction and become an area where businesses want to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There are very few tasks in public service which Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez is one of the best public servants Mr. Williams has ever worked with.

**Words or phrases used to describe Roberto Hernandez:**

- Embodies what public service should be,
- True believer in the mission to make other people’s lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

**Strengths:** Problem solving; tenacity; marshaling resources; and team building.

**Weaknesses:** He can be patient when it is warranted; however, it does not come naturally to him.
Dele Lowman – Former Assistant to the County Manager, Fulton County, GA  (404) 612-8331

Ms. Lowman works with Mr. Hernandez in the Fulton County Manager’s Office and has known him since 2003 where they worked together in Broward County. They have a good working relationship. He is very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman have philosophical differences yet get along quite well. His military background has shaped his personality and makes him the driven person he is. He works well with elected officials. He spends most of his time with the commissioner over the unincorporated areas, and though their interests are not always the same, they work well together. He has the respect of the commissioners.

Mr. Hernandez values loyalty. His greatest strengths are diligence and follow through. No matter how difficult a situation may become, he does what he must for the best interest of the community.

Laser focus is both strength and a weakness for Mr. Hernandez. In his current role as second in command he does what he is asked without stepping back to see if there is another way. If he was the final decision maker perhaps that would be different.

Unlike many managers, Mr. Hernandez does not have an aversion to staff meetings. He likes to speak with people face to face. He is more than capable of interacting via telephone and email but favors the personal approach when dealing with direct reports.

Mr. Hernandez is a great public speaker. He has a teaching background in the military. He interacts well with the public and deals with residents often in the unincorporated area.

One recent task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.
Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he may step back if he were the manager.

Omatayo (Tayo) Alli – Juvenile Court Administrator, Fulton County, Florida (404) 613-4681

Ms. Alli is an attorney and the Juvenile Court Administrator in Fulton County. Mr. Hernandez was Deputy Director over the courts and her direct supervisor from 2008-2011. He is phenomenal in every area. He is dedicated, dependable and loyal to his employees.

Mr. Hernandez is very supportive of his employees. He is extremely knowledgeable and articulate. He approves spending requests and is very responsible with the budget. If he says no he is still willing to listen to Ms. Alli’s appeal.

In terms of strengths, Mr. Hernandez was a great listener and always multitasking. He was called upon to do many things at the same time yet makes it look easy. Ms. Alli was consistently impressed with his management during a crisis. He was responsible for a number of departments and he showed the same level of professionalism and understanding with each of them.

Ms. Alli wanted to speak with Mr. Hernandez recently and did not have an appointment. She saw him at a meeting but it had run late and her ride was waiting for her. He offered to walk her to the car so she could speak with him on the way. He got back to his office and emailed her his response. There have been other times she sent him an email after midnight and he responds on his blackberry. These are just a few examples of how wonderful he is to work with.

Mr. Hernandez dealt with the public on many occasions including Town Hall meetings. No matter what subject or question was brought up, he seemed to have knowledge in the area and a well thought out response. There were instances where she would have told someone to sit down and be quiet but Mr. Hernandez responds calmly and professionally.

Out of all the executives Ms. Alli has worked with, Mr. Hernandez is her favorite. She was devastated when he left Fulton County but she would never want to stop him from progressing in
his career. She would hire him without a moment’s hesitation. He is an all-around exceptional person.

Words or phrases used to describe Roberto Hernandez:

- Articulate,
- Extremely bright,
- Go to person,
- Professional,
- Dedicated and,
- Dependable.

Strengths: Great listener; always multitasking; intelligent and supportive.

Weaknesses: None identified.

Dan Daley – Commissioner, Coral Springs, FL 954-778-3304 954-344-5911

Mr. Hernandez was the Deputy City Manager when Mr. Daley ran for office and was elected as a City Commissioner. They have known each other since 2011. Mr. Daley has the highest regard for Mr. Hernandez. Mr. Daley rarely provides references and when he does, he means what he says. Mr. Hernandez is at the top of his list.

Mr. Hernandez’s job performance is incredible. The city had rampant issues in the code enforcement and building departments. He spearheaded an internal review which caused a complete 180-degree turnaround. By the end of the investigation and audit, the individuals in charge sought early retirement and the departments were headed in the right direction.

In terms of hiring personnel Mr. Hernandez helped put together a winning team but because the Commissioners are not involved in hiring decisions Mr. Daley does not know the role that Mr. Hernandez played. His decisions in general are good.

The way Mr. Hernandez handled himself as a Deputy City Manager showed his innovation. He undertook the downtown development project and really wanted to transform the downtown area into a vibrant place. He is not set in his ways, he is open to new thoughts and processes to achieve the goals.

Mr. Hernandez attended community meetings on a frequent basis. He has tremendous experience working with the public and can break down a complex issue for residents with ease. He is down to earth and works very well with the public.
Because of Mr. Hernandez’s military background, communication and transparency was a significant part of how he operated. He stated the facts that the elected officials needed to know. He provided recommendations and then left the decisions to the Commissioners.

Mr. Hernandez rallied employees around the vision of the elected officials. He was customer service oriented. He worked with the CRA to establish and budget the downtown project. His work was completed in a timely manner.

Mr. Daley never felt uneasy with Mr. Hernandez both in terms of his personality and when he was relaying bad news. Mr. Daley felt confident that Mr. Hernandez was not hiding any facts or skewing the numbers. If Mr. Daley knew of anything in Mr. Hernandez’s background that was controversial, he would not have provided this reference. Mr. Hernandez left Coral Springs to be the Deputy County Administrator for Broward County.

Mr. Daley would hire Mr. Hernandez. He would be a great city or county manager. He has an excellent reputation in Coral Springs and Broward County.

**Words or phrases used to describe Roberto Hernandez:**

- Leadership,
- Trust,
- Gets the job done,
- Detail oriented,
- Standup guy, and
- Straight shooter.

**Strengths:** Leadership; task oriented; gets things done; works through complex issues.

**Weaknesses:** None identified.

**John Hearn – City Attorney, Coral Springs, FL 954-344-5977**

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance Mr. Hernandez is very energetic and a go-getter. He really moves projects along and stays on top of them. He is a change agent.

City Hall is in an office that was built by General Electric for selling homes. The City has been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved and the new City Hall is finally under construction.

Mr. Hernandez was always very involved in the community and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.
Mr. Hernandez leads staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development which included the new City Hall. He took the bull by the horns and did a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn is not directly involved with the budget and finances but in the course of their conversations he came to believe that Mr. Hernandez has good financial skills. He completes tasks by the deadline given.

Mr. Hernandez has not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moves forward when doing so makes sense.

Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. He would be a good city or county manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

**Words or phrases used to describe Roberto Hernandez:**

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

**Strengths:** Energetic; very much wants to make decisions; can shepherd a project from A to Z very well.

**Weaknesses:** People’s greatest strengths are often their greatest weaknesses. Because he moves projects along so well Mr. Hearn, as City Attorney, had to slow him down a little and occasionally remind him of a step that needed to be taken in the process.

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**Dale Pazdra – Human Resources Director, Coral Springs, FL  954-344-1150**

Mr. Pazdra has known Mr. Hernandez since 2011. They were peers within the organization.

Mr. Hernandez did an excellent job during the time he was with Coral Springs. His decisions are good because he is very detailed. He gathers the data necessary to get to the bottom of an issue and is very well informed when he makes decisions.
Mr. Hernandez can be characterized as a change agent. He is very good at communicating with others in the organization. He represented the city frequently at public meetings and was always visible in the community.

One of Mr. Hernandez’s strengths is project management. He led an assessment team to determine how effective the code compliance division was organized, how they managed the workload, and the leadership of the department. Mr. Hernandez and his team did a very thorough job and suggested several changes that were implemented to improve operations.

In terms of customer service Mr. Hernandez does well. From a fiscal perspective he is very good with numbers and analysis, but they did not interact on more detailed financial tasks. He is very smart and accomplishes tasks by the deadline.

Mr. Hernandez was not involved in anything controversial during his time in Coral Springs. Mr. Hernandez had retired from military duty and was well respected by those he worked with. Mr. Pazdra found nothing of concern in his background when they hired him in Coral Springs.

Mr. Hernandez was very well-liked by the elected officials in Coral Springs and they wished they could have kept him longer. He was given an opportunity to work at the County and accepted the position, but he left Coral Springs on good terms.

Mr. Hernandez is a good candidate for any position that will challenge him and keep him moving forward. He is a very innovative person and sometimes government environments are not conducive to that level of improvement.

Mr. Hernandez held a very responsible position in Georgia before he was hired in Coral Springs and has much experience as an Assistant or Deputy Manager. He is a very forthright and honest person. He is very punctual and focused. He gives his all because he cares about his work.

Words or phrases used to describe Roberto Hernandez:

- Thorough,
- Accurate,
- Probing,
- Honest,
- Proactive, and
- Dedicated.
Strengths: Very good at project management and allocating resources; handles investigations; very detailed; very thorough, not afraid to ask questions and challenge the status quo.

Weaknesses: He is very confident and capable, but is not always easy to read or get to know.

Prepared by: Lynelle Klein
Colin Baenziger & Associates
Section 5

CB&A Internet Research
Is Broward ready for a hurricane hit? Drill shows how rescue would work

Author: David Fleshler, Sun Sentinel Tribune Content Agency

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach.

The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless.

This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," Rob Hernandez, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans."

The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention.

Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations.

A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead.

A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and
wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage."

As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports.

The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of decision-makers, who authorized the opening of an additional shelter.

"The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios."

The county has not seen a direct hit from a hurricane since Wilma in 2005.

"It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

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South Florida Sun Sentinel

**Deal helps Panthers, helps Broward more**
Dec 8, 2015

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded $86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers.

The team owners also run the company that manages the BB&T Center. They would have to spend the $86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay $5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. Hernandez acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, Hernandez said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, Hernandez said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, Hernandez said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena
would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward.

All are nice points, but the focus of the deal, correctly, would remain on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, Hernandez said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them."

The deal would allow the Panthers to leave after eight years, but the team would have to repay the $72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, Hernandez said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena.

One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, Hernandez said, the Panthers would drop all claims to any unspent money.

There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.
Property-Tax Collections Rising at Fastest Pace Since Housing Crash

Property-tax collections are rising at the fastest pace since the U.S. housing market crash sent government revenue plunging, helping end an era of local budget cuts. In cities including San Jose, California, Nashville, Tennessee, Houston and Washington, revenue from real-estate levies has set records, or is poised to.

Local governments are using the money to hire police, increase salaries and pave roads after the decline in property values and 18-month recession that ended in 2009 forced them to eliminate about 600,000 workers and pushed Detroit, Central Falls, Rhode Island, and three California cities into bankruptcy. “The money is flowing back, but it’s not like an open spigot,” said Rob Hernandez, deputy administrator of Broward County, Florida, where property-tax revenue is set to rise 7 percent this fiscal year, though it remains below earlier peaks. “It’s trickling in.”

Some localities that were hit hardest in the real-estate collapse, such as Clark County, Nevada, haven’t yet rebounded but forecast improvement in the next fiscal year. Property-tax collections nationally rose to $182.8 billion during the last three months of 2013, when much of the money is due, according to a U.S. Census estimate last month. That topped the previous peak four years earlier, before the decline in housing values reduced revenue.

“With cities having increased real-estate tax collections, it will really improve their bottom lines,” said Brooks Rainwater, a director of research for the National League of Cities in Washington.

The financial recovery is easing the risk of credit-rating cuts for local governments, which could increase prices by pushing down yields as a result of less risk. Bonds from local government issuers have gained 5.34 percent this year through April 16, outpacing the broad market’s 4.86 percent advance, Bank of America Merrill Lynch data show. It would be the first time since 2008 that debt from cities, counties and townships have outpaced all securities in the $3.7 trillion market. Property taxes have taken longer to rebound than other types of levies, prolonging the effects of the 18-month recession that ended in 2009. It can take more than a year for tax bills to catch up with changes in home values. Some state laws limit annual property-tax increases.

In Nashville and Davidson County, Tennessee, property tax revenue rose 13 percent in the 2013 budget year compared with 2012. With revenue hitting $891 million, the government rebuilt fire stations and started work on a police station.

In Houston, where property tax collections are up more than $100 million from the 2011 low, the city is putting more into its libraries and parks and has begun adding to its workforce. “We’re clearly headed in the right direction,” said Houston Controller Ronald Green.
In Washington, property-tax collections in the year that ended in September rose about 5 percent from the year before to $1.9 billion. The city is spending more on schools and affordable housing. San Jose, in the heart of Silicon Valley, is using the extra cash mostly to cover rising costs for employee health care and pensions. Property-tax collections are set to rise 8.1 percent for the year ending in June to about $222 million, above the previous peak of $210 million in 2009. “We were able to stop the bleeding,” said San Jose Mayor Chuck Reed. “The real-estate market will help us not have to cut services, but it is not strong enough to give us enough revenues to overcome these increasing costs.”

Local governments remain hesitant to hire after cutting jobs from mid-2008 through March 2013, according to the U.S. Labor Department. Since then, local governments, which employ about 14 million people, have added 57,000 workers. “Property values are rebounding to a degree and fairly robustly in some locations, but the effect of that on the fiscal circumstances in many cities is not as salutary as we would like,” said Steven Kreisberg, the director of collective bargaining for the American Federation of State, County and Municipal Employees, which represents more than 1.6 million government workers and retirees.

Since March 2013, property values have risen by more than 10 percent each month from a year before, according the S&P/Case-Shiller index of property values in 20 U.S. cities. Nevada’s Clark County has a backlog of projects awaiting funding, said Commissioner Steve Sisolak. The county’s property-tax collections during the year beginning in July are forecast to rise for the first time since 2009, though gains will be limited by state caps on how much they can increase. “The county’s turning a corner,” Sisolak said. “You fall off a cliff fairly quickly, and it takes you a while to climb back out.”
Broward New Times
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team
Author: Chris Joseph

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around $70 million, claiming that they had been losing $20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for $80 million or more.

The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft.

Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking $4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute $500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth $80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator Rob Hernandez told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits."

County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for $240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of $12 million for the 2011-12 season and were worth $170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.
BROWARD COUNTY NAMES NEW DEPUTY COUNTY ADMINISTRATOR
Author: Staff

Broward County has issued the following news release:
Broward County Administrator Bertha Henry has announced the appointment of Roberto "Rob" Hernandez as the new Deputy County Administrator. Hernandez is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008.

As deputy county administrator, Hernandez will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to Hernandez will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have Rob back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community."

Hernandez has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.
BRIEF: Coral Springs offers incentive to company
Author: Lisa J. Huriash

Feb. 06--CORAL SPRINGS -- -- Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive $540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of $54,000, city commissioners agreed Tuesday to allow $825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said Rob Hernandez, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. Hernandez said the company asked to remain anonymous for competitive reasons.
Coral Springs to consider building new city hall
Author: Lisa J. Huriash

Dec. 13--CORAL SPRINGS -- City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now."

City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated $25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager Rob Hernandez said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride."

"That's depressing," Bruck said.

Hernandez also said the current building is expensive to keep up, with $1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent $22 million on its new building and Wellington built its new building last year for $10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than $20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."
Atlanta Journal-Constitution, The (GA)
November 4, 2011

Southside: Deputy manager leaves Fulton for Florida post
South Fulton, Clayton, Fayette, Henry
Author: Johnny Edwards

Rob Hernandez, deputy county manager over unincorporated south Fulton's special services district, has resigned. He has taken a job as deputy city manager for Coral Springs, Fla., and his last day in Fulton will be today. Hernandez worked in Fulton for three years and previously worked with County Manager Zachary Williams in Broward County, Fla., where Coral Springs is. He was instrumental in the opening of the Wolf Creek Amphitheater, upgrading courthouse security and the reorganization of emergency services, among other things.
Atlanta Journal-Constitution, The (GA)
May 25, 2011

ILLEGAL DUMPING
Putting the brakes on tire dumping
It's no easy task as illegal activity stealthily spreads across state.
Author: Ernie Suggs

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said.

And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them don't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist.

In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager Rob Hernandez said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," Hernandez said,
"and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to."

Last summer, the Fulton County health department spent $23,000 on a tire drive that netted 2,100 tires. The public works department pays $50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges $2 per tire, but has to pay the recycler $1 for each, cutting into the profit. An illegal carrier might charge $1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a $1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

**Tire disposal**

- Number of scrap tires generated in Georgia annually: 10 million
- Number of those that are disposed of illegally: 1.5 million
- Fulton public works department's expense each year for tire disposal: $50,000
- State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: $1
Atlantic Journal-Constitution, The (GA)
May 16, 2011

YOUR TAX DOLLARS
Grumbling greets amphitheater
Supporters see boon for south Fulton; opponents question use of funds.
Author: Johnny Edwards

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts.

Fulton County Commissioner William "Bill" Edwards, who has championed the $6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the $6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted.
Edwards also brought up that the county spent $1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time.

Gary Bongiovanni, editor-in-chief of Pollstar Magazine, said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager Rob Hernandez said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, Hernandez said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said.

Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Manhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."
Atlanta Journal-Constiution, The (GA)
January 22, 2011

Fulton hikes club fees despite suit
Judge declared adult ordinance invalid after free speech dispute.
Strip joints' attorneys debating next step.
Author: Johnny Edwards, Staff

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional.

With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra $303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages.

"I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end."

Rob Hernandez, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said.

"There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," Hernandez said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constiution inquiring about the issue.

The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court.

In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police,
fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand.

"Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from $6,000 to $6,400 and annual license renewal from $4,000 to $4,300. Employee permits will rise from $300 to $325, permit renewals from $50 to $100, employee background checks from $50 to $55 and fire inspections from $30 to $75. The increases are expected to generate an additional $11,590 per year.

Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge $4,000 to renew a license, much less $4,300.

"I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city.

As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. Hernandez said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation.

North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.
Atlanta Journal-Constitution, The (GA)  
May 17, 2010

County targets image change  
Campaign is to clean up Fulton Industrial.  
Code enforcers, police start out cracking down on boulevard's motels.  
Author: Steve Visse, Staff

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate.

"We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes."

To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer.

"We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there."

At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said.

Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off.

"It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager...
Rob Hernandez.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride.

Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded.

Last month, the county used the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow $26 million from a federal bond program and give employers a $3,500 tax credit for each new job for 10 years. Hernandez said the county wants to use the bond money to install crime surveillance cameras in the area. A $100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton.

"We're serious about this," Hernandez said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet.

With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security.

Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.
Atlanta Journal-Constitution, The (GA)
October 9, 2008

**Fulton begins taking steps to aid 911 center**

Author: D.L. BENNETT, Staff

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said Roberto Hernandez, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by Hernandez and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2.

Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, Hernandez said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. Hernandez said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.
Not enough workers and a lot of slack
Author: HEATHER VOGELL, D.L. BENNETT, Staff

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before.

Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner.

Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager Rob Hernandez said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."
Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March 2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly $1 million richer than it started. Instead, Hernandez said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article.

32 emergency calls delayed. Six of those calls were delayed more than 20 minutes.* 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department.

* Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.
CONDITIONS FOR PLANNED SHELTER DON'T ALLAY FEARS
Author: ROBIN BENEDICK

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a $7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise $3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues.

The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard. City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.
County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people.

"The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services. With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to address a growing problem that could get worse under new federal and state welfare reforms.

Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.
NEW REFUGEES LIKE BROWARD CUBAN IMMIGRANTS FIND MORE OPPORTUNITIES, LESS CONGESTION

Author: LYDA LONGA

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County.

His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service.

Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale. The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban compatriots, said Roberto Hernandez, executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," Hernandez said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here (in Broward)," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."
PLANNED CENTER MAY HELP ELDERLY HISPANICS
Author: LYDA LONGA

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to. When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," Hernandez said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a $100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised Hernandez that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema Hernandez, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," Hernandez said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Research Compiled by: Sadie Lowry
Colin Baenziger & Associates
Appendix D

Sample Survey
Savannah City Manager Quality Survey
**Sample City Manager Quality Survey**

Savannah City Manager Quality Survey

Q1: During the past three years, how often have you attended or viewed a city council or city commission meeting (select only one)

- None: 18.26% (82 responses)
- 1 - 3: 28.29% (127 responses)
- 4 - 6: 16.93% (78 responses)
- 7 - 12: 11.80% (53 responses)
- More than 12: 24.72% (111 responses)

Total: 449
**Q2 How do you keep informed of City issues and concerns (select all that apply)**

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Total Respondents: 450
**Sample City Manager Quality Survey** (continued)

Q3 Please rank each of the following issues that the City Manager should address (5 being the most important and 1 as not important)

Answered: 448  Skipped: 2

Traffic
Maintaining streets...
Economic development
Jobs
Affordable, family friendly...
Balancing the city budget
Public safety / crime
Preserving the city’s...
Parks / recreation...
Culture / City sponsored...
Transparency in government
Customer service
Communications with residents
Partnerships with community...
Quality of life
Sample City Manager Quality Survey (continued)

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<td>4</td>
</tr>
<tr>
<td>0.91%</td>
<td>10</td>
</tr>
<tr>
<td>Quality of life</td>
<td></td>
</tr>
<tr>
<td>4.56%</td>
<td>439</td>
</tr>
<tr>
<td>2.96%</td>
<td>439</td>
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<tr>
<td>12.07%</td>
<td>439</td>
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<tr>
<td>20.96%</td>
<td>439</td>
</tr>
<tr>
<td>56.72%</td>
<td>4</td>
</tr>
<tr>
<td>2.73%</td>
<td>10</td>
</tr>
<tr>
<td>4.26%</td>
<td>10</td>
</tr>
</tbody>
</table>
### Sample City Manager Quality Survey (continued)

**Q4 Please rank each of the following skills the next City Manager should have (5 being the most important and 1 as not important)**

- **Strong leadership**
- **Financial management**
- **Transparent management**
- **Innovative and creative**
- **Communication / presentation**
- **Visionary**
- **Works to achieve goals**
- **Experience working with**
- **Economic development**
- **Community centered**
- **Works closely with residents**
- **Consensus builder**
- **Customer service**
- **Willing to take risks**
- **Educational background**
- **Visible in the community**
- **Public safety experience**
- **Previous government**
- **Knowledge of environments**
### Savannah City Manager Quality Survey

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>N/A</th>
<th>Total</th>
<th>Weighted Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strong leadership</td>
<td>4.51%</td>
<td>20</td>
<td>1.13%</td>
<td>15</td>
<td>3.39%</td>
<td></td>
<td>8</td>
<td>1.35%</td>
</tr>
<tr>
<td>Financial management</td>
<td>3.30%</td>
<td>15</td>
<td>5.15%</td>
<td>14</td>
<td>0.39%</td>
<td></td>
<td>8</td>
<td>1.34%</td>
</tr>
<tr>
<td>Transparent management style</td>
<td>3.83%</td>
<td>17</td>
<td>2.85%</td>
<td>13</td>
<td>0.06%</td>
<td></td>
<td>8</td>
<td>1.35%</td>
</tr>
<tr>
<td>Innovative and creative</td>
<td>4.10%</td>
<td>18</td>
<td>2.28%</td>
<td>19</td>
<td>14.81%</td>
<td></td>
<td>8</td>
<td>1.33%</td>
</tr>
<tr>
<td>Communication / presentation skills</td>
<td>3.82%</td>
<td>16</td>
<td>3.39%</td>
<td>15</td>
<td>13.12%</td>
<td></td>
<td>8</td>
<td>1.30%</td>
</tr>
<tr>
<td>Visionary</td>
<td>5.22%</td>
<td>23</td>
<td>2.95%</td>
<td>13</td>
<td>12.70%</td>
<td></td>
<td>8</td>
<td>1.29%</td>
</tr>
<tr>
<td>Works to achieve balance among all community interests: residents, businesses and developers</td>
<td>2.95%</td>
<td>13</td>
<td>6.35%</td>
<td>23</td>
<td>15.19%</td>
<td></td>
<td>8</td>
<td>1.13%</td>
</tr>
<tr>
<td>Experience working with diverse communities</td>
<td>6.07%</td>
<td>27</td>
<td>5.39%</td>
<td>24</td>
<td>14.16%</td>
<td></td>
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<td>0.90%</td>
</tr>
<tr>
<td>Economic development</td>
<td>4.57%</td>
<td>20</td>
<td>5.25%</td>
<td>23</td>
<td>14.16%</td>
<td></td>
<td>8</td>
<td>1.08%</td>
</tr>
<tr>
<td>Community centered approach</td>
<td>4.78%</td>
<td>21</td>
<td>5.01%</td>
<td>22</td>
<td>17.31%</td>
<td></td>
<td>8</td>
<td>0.86%</td>
</tr>
<tr>
<td>Works closely with residents and seeks their viewpoint</td>
<td>4.96%</td>
<td>16</td>
<td>4.31%</td>
<td>19</td>
<td>17.46%</td>
<td></td>
<td>8</td>
<td>0.66%</td>
</tr>
<tr>
<td>Consensus builder</td>
<td>4.31%</td>
<td>19</td>
<td>6.12%</td>
<td>27</td>
<td>20.63%</td>
<td></td>
<td>8</td>
<td>1.36%</td>
</tr>
<tr>
<td>Customer service orientation</td>
<td>5.24%</td>
<td>23</td>
<td>5.92%</td>
<td>25</td>
<td>18.00%</td>
<td></td>
<td>8</td>
<td>0.91%</td>
</tr>
<tr>
<td>Willing to take risks</td>
<td>5.25%</td>
<td>23</td>
<td>5.02%</td>
<td>22</td>
<td>23.74%</td>
<td></td>
<td>8</td>
<td>0.91%</td>
</tr>
<tr>
<td>Educational background</td>
<td>3.64%</td>
<td>16</td>
<td>7.05%</td>
<td>31</td>
<td>22.95%</td>
<td></td>
<td>8</td>
<td>2.05%</td>
</tr>
<tr>
<td>Visible in the community</td>
<td>4.58%</td>
<td>20</td>
<td>7.09%</td>
<td>31</td>
<td>24.71%</td>
<td></td>
<td>8</td>
<td>0.69%</td>
</tr>
<tr>
<td>Public safety experience</td>
<td>4.49%</td>
<td>20</td>
<td>6.31%</td>
<td>37</td>
<td>26.97%</td>
<td></td>
<td>8</td>
<td>3.84%</td>
</tr>
<tr>
<td>Previous government experience</td>
<td>8.07%</td>
<td>36</td>
<td>7.17%</td>
<td>32</td>
<td>24.22%</td>
<td></td>
<td>8</td>
<td>1.57%</td>
</tr>
<tr>
<td>Knowledge of environmental issues</td>
<td>7.06%</td>
<td>31</td>
<td>8.43%</td>
<td>37</td>
<td>25.28%</td>
<td></td>
<td>8</td>
<td>1.14%</td>
</tr>
</tbody>
</table>

SurveyMonkey
Sample City Manager Quality Survey (continued)

<table>
<thead>
<tr>
<th>Q5 Is there anything else you want to share about what you would like to see in our next City Manager?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Put the NEEDS of residents of the City of Savannah FIRST! Before the tourists, the business developers, etc.</td>
</tr>
<tr>
<td>A dedication to addressing the gun violence in our city.</td>
</tr>
<tr>
<td>More visibility to the community as a whole including the unincorporated areas, not just to specific groups.</td>
</tr>
<tr>
<td>Interest in building a bike and pedestrian friendly city.</td>
</tr>
<tr>
<td>A major interest in the environment and sustainability of it.</td>
</tr>
<tr>
<td>A familiarity with and support for Complete Streets.</td>
</tr>
<tr>
<td>Good working relationship with citizens and police. Ability to work to preserve neighborhoods. Savannah is not just for tourists!</td>
</tr>
<tr>
<td>Highly ethical business practices. High moral values and integrity. Verifiable track record of previous accomplishments in government or business.</td>
</tr>
<tr>
<td>Increasing mobility using plans like &quot;Complete Streets&quot;. Making public transportation available for all in getting around the city (shuttles); making it safe for biking; better recycling agenda (they're composting in San Francisco these days).</td>
</tr>
<tr>
<td>I'd like to see the City Manager riding his bike to work or walking to work and incorporate a plan to always include sidewalks and bike paths in infrastructure for existing and especially for new development.</td>
</tr>
<tr>
<td>Someone who will place traffic calming and safe streets as a top priority. We have virtually no traffic enforcement (60 mph on E 52nd, my street, is not uncommon and there is NO police enforcement).</td>
</tr>
<tr>
<td>We need to start making Savannah A Bike City friendly and make better changes for cyclists safety, so that we won't have another horrible accident like on BRAG again.</td>
</tr>
<tr>
<td>Commitment to transportation issues in traffic calming through downtown for pedestrians, bicycles, cars (speeding) and public transportation. Too many accidents, by any of these modes of transportation, are completely avoidable or at least able to be lessened by enforcement of existing laws or the development of prevention measures.</td>
</tr>
<tr>
<td>Focus on the planning, development and maintenance of complete streets.</td>
</tr>
<tr>
<td>Previous experience in a city with similar challenges would be ideal, along with a demonstrated ability to manage large public projects from start to finish.</td>
</tr>
<tr>
<td>He or she must be someone the city staff will respect and find good to work for. I guess this is having the skills that most employees like to see in their employer. The new City Manager should also have skills in delegating responsibility and giving credit to others for their successes.</td>
</tr>
</tbody>
</table>

*16 samples responses from the 230 received.
Appendix E

St. Johns County, FL Resolution Thanking CB&A for Its Outstanding Service
RESOLUTION NO. 2007-23

A RESOLUTION OF THE COUNTY COMMISSION
OF ST. JOHNS COUNTY, FLORIDA, THANKING
COLIN BAENZIGER & ASSOCIATES FOR ITS
OUTSTANDING EFFORTS IN CONDUCTING THE
EXECUTIVE SEARCH FOR THE COUNTY'S NEW
ADMINISTRATOR; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A’s staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates’ aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A’s process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.
Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _______ day of August, 2007.

ATTEST: Cheryl Strickland, Clerk

By: [Signature]

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: [Signature]

Ben Rich, Chairman

Rendition Date: 8/23/07
Appendix F

Comments from Dale Martin on CB&A’s Vetting Process
Weekly comments from Dale Martin  
By Dale Martin, City Manager, City of Fernandina Beach  
March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218
Appendix G

Sample Interview Schedule
January 15th: 1:00 p.m.  Tour of City. Meet in the lobby of City Hall at 2100 Ridge Avenue. Phone: (847) 448-4311
4:00 p.m.  Cheese and cracker reception with city staff
6:00 p.m. to 8:00 p.m. Reception for finalists, elected officials, and the public at a location to be determined.

January 16th: One-on-One Interviews at City Hall

<table>
<thead>
<tr>
<th>Time</th>
<th>Hagerty</th>
<th>Braithwaite</th>
<th>Fiske</th>
<th>Fleming</th>
<th>Rainey</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:15 to 8:30 a.m.</td>
<td>Meet for coffee, tea, juice and pastries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9:30 to 9:45 a.m.</td>
<td>Candidate #1</td>
<td>Candidate #2</td>
<td>Candidate #3</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
</tr>
<tr>
<td>9:45 to 10:00 a.m.</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
<td>Candidate #2</td>
<td>Candidate #3</td>
<td>Candidate #4</td>
</tr>
<tr>
<td>10:00 to 10:15 a.m.</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
<td>Candidate #2</td>
<td>Candidate #2</td>
<td>Candidate #3</td>
</tr>
<tr>
<td>10:15 to 10:30 a.m.</td>
<td>Candidate #1</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
<td>Candidate #2</td>
</tr>
<tr>
<td>10:30 to 10:45 a.m.</td>
<td>Break</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11:00 to 11:15 a.m.</td>
<td>Candidate #1</td>
<td>Candidate #3</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
</tr>
<tr>
<td>11:15 to 12:00 noon</td>
<td>Candidate #1</td>
<td>Candidate #3</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
</tr>
</tbody>
</table>

12:00 to 12:30 p.m.  Light Lunch for Finalists and Commissioners

<table>
<thead>
<tr>
<th>Time</th>
<th>Revelle</th>
<th>Simmons</th>
<th>Suffredin</th>
<th>Wilson</th>
<th>Wynne</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:30 to 1:15 p.m.</td>
<td>Candidate #1</td>
<td>Candidate #2</td>
<td>Candidate #3</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
</tr>
<tr>
<td>1:15 to 1:30 p.m.</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
<td>Candidate #2</td>
<td>Candidate #3</td>
<td>Candidate #4</td>
</tr>
<tr>
<td>1:30 to 2:00 p.m.</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
<td>Candidate #2</td>
<td>Candidate #3</td>
</tr>
<tr>
<td>2:00 to 2:15 p.m.</td>
<td>Break</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2:15 to 2:30 p.m.</td>
<td>Candidate #1</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
<td>Candidate #2</td>
</tr>
<tr>
<td>2:30 to 3:00 p.m.</td>
<td>Candidate #3</td>
<td>Candidate #4</td>
<td>Candidate #5</td>
<td>Candidate #1</td>
<td>Candidate #1</td>
</tr>
</tbody>
</table>

January 17th: Special Call Meeting to Interview Finalists in the Council Chambers and other rooms at City Hall

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:45 to 9:00 a.m.</td>
<td>Mayor, council members, panelists, and finalists gather for coffee, tea, juice &amp; pastries</td>
</tr>
<tr>
<td>9:00 to 9:15 a.m.</td>
<td>Review Procedures</td>
</tr>
<tr>
<td>9:15 to 10:00 a.m.</td>
<td>Mayor, council members, panelists, and finalists participate in a special call meeting</td>
</tr>
<tr>
<td>10:00 to 10:15 a.m.</td>
<td>Mayor, council members, panelists, and finalists participate in a special call meeting</td>
</tr>
<tr>
<td>10:15 to 11:00 a.m.</td>
<td>Mayor, council members, panelists, and finalists participate in a special call meeting</td>
</tr>
<tr>
<td>11:00 a.m. to 12 noon</td>
<td>Mayor, council members, panelists, and finalists participate in a special call meeting</td>
</tr>
<tr>
<td>12:00 to 12:30 p.m.</td>
<td>Light Lunch for Mayor, Council Members, Panelists, and Finalists</td>
</tr>
<tr>
<td>12:30 to 1:00 p.m.</td>
<td>Mayor, council members, panelists, and finalists participate in a special call meeting</td>
</tr>
<tr>
<td>1:00 to 1:30 p.m.</td>
<td>Mayor, council members, panelists, and finalists participate in a special call meeting</td>
</tr>
</tbody>
</table>

2:45 p.m.  Panels report results to City Council

3:30 p.m.  Mayor and Council discuss next steps and possibly make a selection

January 22nd: Elected Body Selects Evanston’s Next City Manager, if a decision has not already been made.
PROPOSAL

City of Evanston

Executive Recruitment Services for City Manager

SUBMITTED BY:
MELISSA ASHER
Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
Tax ID: 68-0067209
www.cpshr.us
September 16, 2019

Jennifer Lin, HR Division Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Submitted via email to: jlin@cityofevanston.org

Subject: Executive Search Services: City Manager

Dear Ms. Lin:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the City of Evanston (City) with the recruitment of a new City Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, please contact Melissa Asher at masher@cpshr.us or (916) 471-3358.

Sincerely,

Melissa Asher
Senior Practice Leader, Products and Services
# Table of Contents

**Introduction:**
- About CPS HR Consulting .......................................................................................................................... 1
- Recruitment Experts ................................................................................................................................. 2

**Methodology** ................................................................................................................................................ 5
- Key Stakeholder Involvement ................................................................................................................... 5
- City’s Needs............................................................................................................................................... 5
- Commitment to Communication .............................................................................................................. 5
- Aggressive, Proactive, and Robust Recruitment....................................................................................... 6

**Scope of Work** .............................................................................................................................................. 7
- Phase I - Develop Candidate Profile and Recruitment Strategy ............................................................... 7
- Phase II – Aggressive, Proactive, and Robust Recruitment....................................................................... 8
- Phase III – Selection ................................................................................................................................ 10

**Timeline** ...................................................................................................................................................... 12

**References** .................................................................................................................................................. 13

**Executive Recruitment Team** .................................................................................................................. 14
- Team Resumes ........................................................................................................................................ 14

**Professional Fees and Guarantee** ........................................................................................................... 20
- Professional Services................................................................................................................................. 20
- Reimbursable Expenses ............................................................................................................................. 20
- Two-Year Guarantee ............................................................................................................................... 21

**Appendix A: Sample Brochure** ................................................................................................................ 22
Introduction:

About CPS HR Consulting

*CPS HR Consulting (CPS HR) has been assisting organizations with their talent management needs for 34 years.* We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America.

CPS HR’s core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public entity, we also understand the need for innovative yet practical results. CPS HR can provide expertise that is unique because we share with our clients a common perspective. There is no competitor in the industry that can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization’s specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR is a public agency governed by regulations and public sector concerns. We understand what it is to work with and within government. Unlike other public sector organizations, CPS HR is self-supporting. We employ the strategy, innovation, and flexibility found in the private sector to the client’s advantage. CPS HR’s unique position in the public arena attracts professionals from both public and private sectors who are driven to help the client reach its organization’s vision and mission. We work collaboratively with the client to generate solutions that are creative yet practical, to meet the organization “where it is” while also moving it to the next level.

With more than 120 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.
Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through more than 17 years of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies**
  
  CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.

- **Seasoned Executive Recruiters**
  
  Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.

- **Detailed Needs Assessments**
  
  We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.

- **Vast Pool of Public Agency Contacts**
  
  CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.

- **Success Recruiting Non-Job Seeking Talent**
  
  We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.

- **Diversity Sensitivity**
  
  CPS HR encourages applicant diversity and incorporates a variety of activities to attract the best available candidates. We have successfully recruited and placed minority and female candidates for a variety of executive-level positions.
Cost Effective
The combination of CPS HR’s seasoned recruitment management and highly qualified staff enable us to reliably deliver successful results on time and on budget.

Satisfied Clients
Our executive search client satisfaction rating averages 4.6 on a scale of 5. While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

Strong Base of Repeat Clients
We make sure we understand our client’s challenges and customize our process to fit their needs. As a result, we have a long and growing list of returning clients who seek our services for multiple engagements.

Retention/Success Rate
CPS HR continues all executive recruitments until a candidate is placed. Our success rate is tied to the longevity of the candidates we place, currently more than 91% of our placements are still in their position after two years.

Broad Experience with Similar Recruitments. Following is a partial list city/county executive recruitments conducted within the past three years.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Title</th>
<th>Year Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Columbia (MO) Pop. 121,717</td>
<td>City Manager</td>
<td>2019</td>
</tr>
<tr>
<td>City of Union City (CA) Pop. 74,000</td>
<td>City Manager</td>
<td>2019</td>
</tr>
<tr>
<td>City of Carson (CA) Pop. 93,000</td>
<td>City Manager</td>
<td>2019</td>
</tr>
<tr>
<td>City of Bell Gardens (CA) Pop. 43,000</td>
<td>City Manager</td>
<td>2019</td>
</tr>
<tr>
<td>Town of Paradise Valley (AZ) Pop. 14,300</td>
<td>Town Manager</td>
<td>2019</td>
</tr>
<tr>
<td>City of East Palo Alto (CA) Pop. 30,000</td>
<td>City Manager</td>
<td>2019</td>
</tr>
<tr>
<td>City of Woodland Park (CO) Pop. 7,400</td>
<td>City Manager</td>
<td>2018</td>
</tr>
<tr>
<td>City of Modesto (CA) Pop. 212,000</td>
<td>City Manager</td>
<td>2018</td>
</tr>
<tr>
<td>Churchill County (NV) Pop. 24,000</td>
<td>County Manager</td>
<td>2018</td>
</tr>
<tr>
<td>City of Sacramento (CA) Pop. 495,000</td>
<td>Assistant City Manager</td>
<td>2018</td>
</tr>
<tr>
<td>County of San Luis Obispo (CA) Pop. 283,000</td>
<td>City Manager</td>
<td>2018</td>
</tr>
<tr>
<td>City of Glendale (CA) Pop. 203,000</td>
<td>City Manager</td>
<td>2018</td>
</tr>
<tr>
<td>City of Goodyear (AZ) Pop. 80,000</td>
<td>City Manager</td>
<td>2018</td>
</tr>
<tr>
<td>Agency</td>
<td>Title</td>
<td>Year Completed</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>County of Imperial (CA)</td>
<td>County Executive Officer</td>
<td>2018</td>
</tr>
<tr>
<td>Pop. 181,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town of Oro Valley (AZ)</td>
<td>Town Manager</td>
<td>2018</td>
</tr>
<tr>
<td>Pop. 44,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town of Los Gatos (CA)</td>
<td>Assistant Town Manager</td>
<td>2017</td>
</tr>
<tr>
<td>Pop. 30,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of San Marino (CA)</td>
<td>City Manager</td>
<td>2017</td>
</tr>
<tr>
<td>Pop. 13,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Trinity (CA)</td>
<td>County Administrative Officer</td>
<td>2017</td>
</tr>
<tr>
<td>Pop. 12,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Santa Ana (CA)</td>
<td>City Manager</td>
<td>2017/2019</td>
</tr>
<tr>
<td>Pop. 82,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Avalon (CA)</td>
<td>City Manager</td>
<td>2016</td>
</tr>
<tr>
<td>Pop. 3,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Albany (OR)</td>
<td>City Manager</td>
<td>2016</td>
</tr>
<tr>
<td>Pop. 53,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Boulder (CO)</td>
<td>Deputy City Manager</td>
<td>2016</td>
</tr>
<tr>
<td>Pop. 108,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Sutter (CA)</td>
<td>County Administrative Officer</td>
<td>2016</td>
</tr>
<tr>
<td>Pop. 96,700</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Our Executive Search Team is comprised of seven, full-time recruiters with a wealth of experience in local government executive recruitments.
Methodology

Key Stakeholder Involvement

The City Council must be intimately involved in the search for a new City Manager. For this reason, our approach assumes their direct participation in key phases of the search process. Additionally, at the discretion of the City Council, other key stakeholders may also be invited to participate in focus group sessions or round-table meetings to provide input for the development of the candidate profile.

The City Council may desire input from residents, stakeholder groups, employees, etc. To accomplish this task, we have deployed several strategies to gather feedback including community meetings, online surveys, roundtable/visioning meetings, and teleconferences. An example of the breadth this process can take is our recent recruitment for the City Manager of Columbia, Missouri. Over the course of one week, our team met with over 75 community stakeholders and groups identified by the City Council, held two public meetings, and issued a public survey on the recruitment that obtained over 450 responses. This information was compiled into a comprehensive report and presented to the City Council. This information was used to create marketing materials and will inform our creation of appropriate applicant screening processes. This kind of engagement is standard for CPS HR and is included in our professional fee.

City’s Needs

A critical first step in a successful executive search is for the City Council to define the professional and personal qualities required of the City Manager. CPS HR has developed a very effective process that will permit the City Council to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Council wish to establish with the City Manager; and ultimately, the professional and personal qualities required of the City Manager.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.
CPS HR’s communication continues once you have selected the new City Manager. We will contact the City Council and the newly appointed City Manager within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.
Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Manager uniquely suited to the City’s needs.

**Phase I:** Our consultant will meet with the City Council, City Staff, and other City representatives to ascertain the City’s needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

**Phase II:** The recruitment process is tailored to fit the City’s specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

**Phase III:** The selection process is customized for the City. CPS HR will work with the City Council to determine the process best suited to the City of Evanston.

**Phase I - Develop Candidate Profile and Recruitment Strategy**

- **Task 1 - Review and Finalize Executive Search Process and Schedule**
- **Task 2 - Key Stakeholder Meetings**
- **Task 3 - Candidate Profile and Recruitment Strategy Development**
- **Task 4 – Develop Recruitment Brochure**

The first step in this engagement is a thorough review of the City’s needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new City Manager. Activities will include:

- Identifying key priorities for the new City Manager and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the City Council wishes to establish with the City Manager.
Generating lists of specific competencies, experiences, and personal attributes needed by the new City Manager in light of the discussions above.

Discussing recruitment and selection strategies for the City Council’s consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review prior to printing. Please refer to Appendix A for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/search.

CPS HR will prepare, submit for your approval, and publish advertisements (which will include a direct link to your brochure) in appropriate magazines, journals, newsletters, job bulletins, social media, and websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy. Examples may include:

### Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements  
Task 2 - Identify and Contact Potential Candidates  
Task 3 – Resume Review and Screening Interviews  
Task 4 – City Council Selects Finalists

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

Within the past three years, more than 40% of our executive level placements have been minority and/or female candidates.
CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area’s cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate’s resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will spend extensive time ascertaining each candidate’s long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate’s technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the City Council. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee’s background. CPS HR will meet with the City Council to review this report and to assist them in selecting a group of finalists for further evaluation.
CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City’s preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process**: Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.

- **Conduct In-Depth Reference Checks**: The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates’ current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
■ **Conduct Background Checks:** We will arrange for a background check of a candidate’s records on driving, criminal (upon conditional job offer) and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.

■ **Employment Agreement Negotiation (if requested):** The consultant will be prepared to assist in the negotiation of an employment agreement, working with the City Council and the City’s Legal Counsel to identify terms of employment that are agreeable to both parties. Legal Counsel would draft the employment contract for final approval by the City Council. CPS HR is well aware of the latest market trends and standards that competitive candidates will expect.
The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new City Manager can be completed in 12 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional journals, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weeks</td>
<td>1 2 3 4</td>
<td>5 6 7 8</td>
<td>9 10 11 12</td>
</tr>
<tr>
<td>Initial Meeting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stakeholder Outreach</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Candidate Profile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft Brochure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brochure Approved/Printed &amp; Place Ads</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggressive Recruiting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Filing Date</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Preliminary Screening</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present Leading Candidates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interviews</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference/Background Checks</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Appointment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weeks</td>
<td>1 2 3 4</td>
<td>5 6 7 8</td>
<td>9 10 11 12</td>
</tr>
</tbody>
</table>

CPS HR has prepared a tentative schedule for the City to reach its aggressive goal of having a replacement selected before the end of 2019. This schedule faces increased complexity as it falls in the middle of the holiday season, which frequently complicates scheduling with elected officials and candidates. In order to achieve this goal, it will be critical for the City to appoint a single Point of Contact/Project Manager that can liaise with CPS HR’s recruiters. This person will need to be empowered by the City Council to make decisions on behalf of the City in order to keep to the schedule. **CPS HR is confident in its ability to complete the recruitment before the end of the year with this kind of support.**
Provided below is a partial list of clients we have recently worked with in providing executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization’s needs.

<table>
<thead>
<tr>
<th>CLIENT/POSITIONS</th>
<th>CONTACT(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of Columbia</strong></td>
<td>Margrace Buckler, HR Director</td>
</tr>
<tr>
<td>701 E. Broadway, 5th Floor</td>
<td>(573) 874-7677</td>
</tr>
<tr>
<td>Columbia, MO 65201</td>
<td><a href="mailto:Margrace.buckler@como.gov">Margrace.buckler@como.gov</a></td>
</tr>
<tr>
<td>City Manager (2019)</td>
<td></td>
</tr>
</tbody>
</table>

| **City of Union City**     | Kristopher J. Kokotaylo, City Attorney          |
| 34009 Alvarado-Niles Road  | (510) 808-2000                                   |
| Union City, CA 94587       | kkokotaylo@meyersnave.com                        |
| City Manager (2019)        |                                                 |

| **City of East Palo Alto**| Lisa Gauthier, Mayor                            |
| 2415 University Avenue    | (650) 387-4584                                   |
| East Palo Alto, CA 94303  | lgauthier@cityofepa.org                         |
| City Manager (2018)       |                                                 |

| **Town of Paradise Valley**| Jerry Bien-Willner, Vice Mayor                  |
| 6401 E Lincoln Drive      | (480) 442-3532                                   |
| Paradise Valley, AZ 85253 | jbienswillner@paradisevalleyaz.gov              |
| Town Manager (2018)       |                                                 |
CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Mr. Andrew Nelson, Mr. Josh Jones and Mrs. Chrissy Batorski Peacock will be your recruitment team.

We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. Key staff will not be changed without approval of the City. Their resumes follow.

<table>
<thead>
<tr>
<th>Role/Project Assignment</th>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Recruiter</td>
<td>Andrew Nelson</td>
<td>(916) 471-3329</td>
<td><a href="mailto:anelson@cpshr.us">anelson@cpshr.us</a></td>
</tr>
<tr>
<td>Executive Recruiter</td>
<td>Josh Jones</td>
<td>(916) 471-3301</td>
<td><a href="mailto:jjones@cpshr.us">jjones@cpshr.us</a></td>
</tr>
<tr>
<td>Recruitment Solutions Manager</td>
<td>Chrissy Batorski Peacock</td>
<td>(916) 471-3426</td>
<td><a href="mailto:cbpeacock@cpshr.us">cbpeacock@cpshr.us</a></td>
</tr>
</tbody>
</table>

**Team Resumes**

**Andrew Nelson, Executive Recruiter**

Andrew Nelson brings an extensive background in government service to his role as Executive Recruiter at CPS HR Consulting through city administration, transportation planning, and court management as well as professional recruiter training from the U.S. military.

Mr. Nelson has significant experience with recruitments of professional and management positions for the public sector. Prior to joining CPS HR Consulting, Mr. Nelson served as City Administrator for the City of Kemmerer, WY and as director of the Casper Area Metropolitan Planning Organization. This hands-on experience gives Mr. Nelson perspective to the mindset and needs of senior public officials recruiting open positions.

Mr. Nelson has conducted numerous recruitments for a wide variety of local governments. Recently, he has completed searches for the City Managers of Columbia, MO; Union City, CA; and Hollister, CA.

Additionally, Mr. Nelson currently serves the United States Coast Guard as an Auxiliary Recruiter. His role is to provide a local presence in Las Vegas for the regional office in Phoenix. He received formal training in recruitment, including sales, marketing, and interviewing skills at the Coast Guard Training Center Cape May (New Jersey) and has received an Auxiliary Sustained Service award and a Coast Guard Meritorious Team Commendation as a direct result of his recruiting efforts.
Employment History

- Executive Recruiter, CPS HR Consulting
- Military Recruiter, United States Coast Guard Auxiliary
- Chief Administrative Officer, Kemmerer, Wyoming
- Transportation Program Manager, Casper Area Metropolitan Planning Organization, Casper, Wyoming

Professional Experience

- Recruiter for the U.S. Coast Guard in Las Vegas, NV (2019-present) and the State of Wyoming (2014-2018)
- Recipient of a Coast Guard Meritorious Team Commendation and Auxiliary Sustained Service Award (2)
- Developed performance qualification standards (PQS) for Auxiliary recruiters for implementation throughout the nation.
- Developed policies and procedures for organization-wide and program-specific implementation that led to a 7% decrease in operational expenditures and eliminated a structural budget deficit.
- Directed the preparation of the annual budget, working with department directors to design justifiable expenditures based on strategic goals established by the City Council.
- Analyzed data, reports, and expenditures to forecast future revenue and policy implications to city programs.
- Led collective bargaining negotiations for the City.
- Directed the operations of the transportation planning office, which included budgeting, planning, procurement, contract administration, data analysis, and program management for U.S. Department of Transportation programs in the Casper metro area.
- In FY14, streamlined the billing reimbursement process, increasing available cash flow by 10%.
- Redesigned the MPO’s procurement process, resulting in the standardization of pre-award timelines, formal advertising, and federal acquisition regulations. Changes in procurement policies saved the MPO $125,000 in direct expenses in the first six months alone.
- In FY16, led contract and budget negotiations between the transit operator and the City of Casper to reach consensus on cutting services to cover an operating budget deficit. At the same time, received competitive grant funding to replace 30% of the vehicle fleet.
- Led the MPO Policy Committee (governing body of elected officials) through a strategic planning process to most effectively leverage federal grants to meet local transportation
needs. Provided legislative and technical expertise to the MPO Policy Committee on transportation planning issues.

Education

- Master of Public Administration, Brigham Young University, Provo, Utah
- B.A. Political Science, Brigham Young University, Provo, Utah

Josh Jones, Executive Recruiter

Josh Jones brings nearly ten years of public sector experience to his role as Executive Recruiter at CPS HR Consulting. He holds a Master’s degree in Public Administration from the University of Kansas and has worked with both cities and counties in such high-level roles as City Manager and Deputy CAO. With this direct professional experience, Mr. Jones brings a practitioner’s touch to recruitments and understands the unique needs of clients whether they are elected officials or management staff. Combining this knowledge with a sincere interest in the client’s success, he ensures an exceptional level of service and satisfaction. Mr. Jones has recently completed City Manager recruitments for Paradise Valley, AZ and the California cities of East Palo Alto, Modesto and Union City. He is just beginning the City Manager search for the City of Richmond CA.

Utilizing his extensive professional network and data-driven recruiting techniques, Mr. Jones successfully sources high-quality candidates for both urban and rural clients in a wide variety of public sector fields including city and county management, housing, transit, social services, emergency communications, public safety, utilities, finance, municipal law, and more. He fosters genuine relationships and enjoys enriching the professional lives of clients and candidates alike through his recruitment services.

Having worked in the Chicagoland area for the Village of Oak Lawn, Mr. Jones understands the nuances of Illinois local governments and the attributes that candidates should possess in order to be successful in this unique environment. His active professional network in the area will help to bolster the candidate pool as well.

Employment History

- Executive Recruiter, CPS HR Consulting
- City Manager, Parowan City, Utah
- Deputy County Administrative Officer, County of Lake, Lakeport, California
- Assistant City Manager, City of Xenia, Ohio
- Assistant to the Village Manager, Village of Oak Lawn, Illinois

CPS HR Consulting
Professional Experience

- Manages daily operations and strategic planning for full-service municipality with responsibility for areas in Human Resources including safety and risk management, training programs, compensation studies, and performance evaluations.

- Recruited for several difficult to fill niche positions and realized employer savings and employee gains through effective benefits administration.

- Developed the City’s first HRIS database that was crucial to the budget development process and ongoing employee management.

- Assisted in the general administration of and budget analysis for half of the County’s 24 departments, in addition to management of programs and personnel in the Administrative Office.

- Acted as the County’s Purchasing Agent, assisting departments in application of County Code and served as Procurement Manager in a presidentially declared wildfire disaster.

- Optimized County operations through compensation and classification recommendations and assisted in recruitment and selection panels.

- In conjunction with the City Manager, provided strategic and operational oversight and supervision for nearly 200 employees. Served as Acting City Manager.

- Managed the citywide budget and five-year capital improvement plan processes, identifying operational efficiencies and strategic opportunities with department heads.

- Served on the city’s management team for labor negotiations, accomplishing conflict resolution, and assisted in carrying out an employment exam.

- Represented the Village to outside agencies and businesses, including hiring consultants and building partnerships.

- Managed the recruitment process for the Village’s new Police Chief.

Education

- Master of Public Administration, University of Kansas, Lawrence, Kansas

- Bachelor of Integrated Studies with Honors, Weber State University, Ogden, Utah
Chrissy Batorski Peacock, Recruitment Solutions Manager

Mrs. Peacock has over 17 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, compliance, labor relations, test administration, employee relations, and policy development. Specifically, Mrs. Peacock worked directly on recruitment efforts for entry-level Police Officer and entry-level Firefighter as well as sworn and uniform promotional recruitments with the City of Chicago for over 10 years.

Employment History

- Manager, Recruitment Solutions, CPS HR Consulting
- Deputy Commissioner of Human Resources, City of Chicago
- Assistant Commissioner of Human Resources, City of Chicago
- Adjunct Professor (Managing Organizational Change), Keller School of Graduate Management
- Recruiting Analyst Supervisor, City of Chicago
- Human Resources Analyst II, City of Chicago
- Human Resources Manager/Payroll Administrator, Bethesda Home & Retirement Center
- Staffing Specialist, Northwestern University
- Employment Coordinator, Northwestern University

Professional Experience

- Managed human resource personnel responsible for executing recruitment and selection processes for 30+ clients resulting in the review of 40,000+ applications and 1,200 hires, annually.
- Collaborated with the Chicago Police Department on entry-level Police Officer recruitment and selection efforts for over 10 years resulting in diverse applicant pools ranging from 18,000 to 27,000 candidates for a single recruitment.
- Performed a lead role in establishing fair and transparent recruitment and selection processes which alleviated the City of Chicago from Federal Monitor Oversight on all hiring practices.
- Taught graduate level classes in managing organizational change.
- Mediated and resolved labor relations issues in a union environment.

Education

- M.P.A. DePaul University, Chicago, IL – Public Administration
- B.A. Marquette University, Milwaukee, WI – Human Resources & Communication Studies

**Professional Organizations and Affiliations**

- Society of Human Resources Management (SHRM)
- International Public Management Association for Human Resources (IPMA-HR)
Professional Fees and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services associated with Phases I, II, and III of the recruitment process, including the necessary field visits (up to three) to develop the candidate profile and recruitment strategy, assist the City with finalist selection, and facilitate candidate interviews.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, advertising, marketing, printing/copying, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses and we will work proactively with the City to ensure that dollars being spent for expenses are in keeping with the City’s expectations. Travel expenses for candidates who are invited forward in the interview process are not included under our reimbursable range. However, should the City desire, CPS HR’s Travel Team is available to coordinate these arrangements. This may require additional reimbursable expenses. The listed reimbursable expenses range includes a background check on the selected finalist candidate.

<table>
<thead>
<tr>
<th>Professional Fixed Fee &amp; Reimbursable Expenses*</th>
</tr>
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<tbody>
<tr>
<td><strong>Professional Services Full Recruitment (Fixed Flat Fee)</strong></td>
</tr>
<tr>
<td><strong>Reimbursable Expenses</strong></td>
</tr>
<tr>
<td>Approximate recruitment costs include:</td>
</tr>
<tr>
<td>■ Brochure Design and Printing</td>
</tr>
<tr>
<td>■ Advertising</td>
</tr>
<tr>
<td>■ Background check for one candidate</td>
</tr>
<tr>
<td>■ Other recruitment expenses such as supplies, travel, and shipping</td>
</tr>
<tr>
<td><strong>Not-to-Exceed Total</strong></td>
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</tbody>
</table>

*Professional fees and reimbursable expenses would be billed and paid monthly.
Two-Year Guarantee

If the employment of the candidate selected and appointed by the City as a result of a full executive recruitment (Phases I, II, and III) comes to an end before the completion of the second year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for reimbursable expenses. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the two-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

---

*We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the City of Evanston in this important endeavor.*
Appendix A: Sample Brochure

City Manager

Our Mission: To serve the public through democratic, transparent and efficient government.
Become Part of a Community

When described as efficient, diverse, innovative, and progressive, the City of Columbia is centrally located in the Heart of Missouri. Columbia is just 20 miles south of Columbia, is 120 miles east of St. Louis, and 120 miles west of Kansas City. The state capital of Arkansas, 65 miles north, is just 70 miles south of Columbia, is 120 miles west of St. Louis, and 120 miles east of Kansas City. Columbia was built on the foundations laid by the pioneers and residents of the Ozark Mountains.

Oklahoma City is known for its history and heritage. The city offers a variety of cultural and recreational activities, including museums, art galleries, and historical sites. The city is home to the Oklahoma City Zoo, the Oklahoma City Museum of Art, and the Oklahoma City Ballet.

Columbia is the best place for everyone to live, work, learn, and play.

Vision

Columbia is the best place for everyone to live, work, learn, and play.

To learn more go to www.coma.gov

City Government

The City of Columbia's current government was established by a home-rule charter adopted by voters on March 29, 1949, which established a Council-Manager form of government. The City Council is made up of seven members, including at-large members elected by all residents of the city and members elected by each of Columbia's seven council districts.

Columbia is a successful city that is an example of how municipal services can provide effective and efficient service to citizens. The City of Columbia provides public health and human services, public transportation, and manages a growing municipal airport. The 2019 annual budget is approximately $1.3 billion and includes 1,500 full-time employees.

To view the proposed budget (PDF) for 2019, visit Columbia and search "2019 budget".

Core Values

- Service: We always provide the best possible service to all.
- Communication: We listen and respond with clear, complete, and timely communication.
- Continuous Improvement: We strive to exceed through planning, learning, and innovation.
- Integrity: Our model is built on trust, accountability, and responsibility.
- Teamwork: We achieve results by building diversity and inclusion with our community and the community.
- Stewardship: We are responsible for the resources that our community values to us.

City Manager

Appointed by and serving at the pleasure of the City Council, the City Manager is the chief administrative official for the City of Columbia government. She provides strategic guidance and leadership for all City functions and services. The City Manager will:

- Manage city departments and agencies, including public services such as public safety, transportation, and public works.
- Oversee the development of strategic goals and policies for the expansion and improvement of City services.
- Coordinate the evaluation of City programs and provide feedback.
- Direct the preparation and execution of the City budget and manage budgetary recommendations to the City Council.
- Provide annual reports on the program and development of City programs and services.
- Coordinate City agencies and departments with other local and state government agencies.
- Communicate with the general public and other governmental organizations on a regular basis and provide reports on a regular basis.

CPS HR Consulting
During a series of discussions with the Mayor, City Council, community and business leaders, and open community forums, a portrait of the City’s Ideal Candidate emerged – the descriptors included:

**Opportunities**

- While the city’s Manager will be a high-level, knowledgeable, seasoned staff assist in guiding their transformation, they will also be responsible for attracting and increasing the national and state's talent to staff members.
- Many large businesses are located in Columbia and creating new jobs. The University of Missouri Cooperative Research Center is the largest economic factor in the state's business and presents significant growth opportunities.
- The new Department of Community Relations will focus on building community trust and enhancing the City's reputation.
- The City Council will continue to be involved in the City’s Strategic Plan and implement the City’s efforts toward the common goal of making Columbia a place where all families can continue to thrive. The City Manager will play a key role in this planning effort.

**Ideal Candidate**

The City of Columbia is seeking an experienced leader who values and exemplifies broad experience in planning, budgeting, financial management, and community engagement. The City Manager will be a strategic thinker with a vision for the future of the City and the ability to lead the City towards its goals.

**Additions to the Ideal Candidate’s Practitioners Include:**

- Experience with urban renewal and community development
- An understanding of community development and urban design
- Strong record of community engagement and collaboration
- A strategic thinker with a vision for the future of the City
- Dependent on the promise of maintaining economic prosperity
- A leader who can communicate effectively and inspire trust

**Accolades**

- **Human Rights Campaign** National LGBTQ Index 2018: The City of Columbia earned an overall score of 100%, placing it in the top 1% of the 800 cities evaluated.
- **Healthcare Selections** 2018: Columbia was named one of the top 10 cities in the country for healthcare.
- **Best Places to Work** 2018: Columbia was named one of the best places to work in the state.
- **Best Cities for Startups** 2018: Columbia was named one of the best cities for startup businesses.
- **Campus Recruitings** 2018: Columbia was named one of the top 10 college towns.

**Compensation**

Compensation and benefits packages will be competitive and negotiable depending on the experience and qualifications of the chosen candidate.
Application and Selection Procedure

This position is open until filled. To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references (two supervisors, two direct reports, and two colleagues) by the first resume review date of Friday, April 5, 2019. Resume should reflect years and months of employment, beginning/ending dates as well as size of staff and budgets you have managed.

Please go to our website to submit your application: https://secure.cpshrus.us/escandidate/JobDetail?ID=437

For further information contact:
Pam Denby
Andrew Nelson
CPS HR Consulting
(616) 263-1400
E-mail: pdenby@cpshrus.us
E-mail: anelson@cpshrus.us
Website: www.cpshr.us

Resume will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultants. Candidates deemed most qualified will be referred to the City. Selected candidates will be invited to participate in further interview and selection activities. An appointment will be made following comprehensive reference and background checks.
Leadership is Key to the Sustainability of Any Organization

Professionalism, character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team’s success in achieving its objectives.

Finding great leaders is what we do!

Proposal to provide recruitment services for the City of Evanston’s next City Manager

Executive Recruitment

Interim Staffing. Application Software. Job Board.
STATEMENT OF QUALIFICATIONS

ABOUT PROTHMAN

Prothman specializes in providing national and regional executive recruitment services to cities, counties, districts and other governmental agencies throughout the western United States. Founded in 2001, Prothman has become an industry leader known and respected for outstanding customer service, quality candidate pools, and our knowledge of local government.

OUR EXPERTISE

**Recruitment Knowledge and Experience:** The Prothman team has conducted over 550 recruitments and interim placements. We have read and screened over 15,000 resumes, and we have personally interviewed over 6,500 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

**Firsthand Knowledge of Local Government:** Every Prothman team member has worked in local government. Our talented consultants have a cumulative 175 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

OUR PROVEN PROCESS

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

OUR GUARANTEE

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect “fit” for your organization. With a full recruitment, should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

CONTACT INFORMATION

Sonja Prothman - sonja@prothman.com, 206.368.0050
371 NE Gilman Blvd., Suite 310, Issaquah, WA  98027
www.prothman.com
www.prothman-jobboard.com
Submittal Date: September 12, 2019

COMMITMENT TO PROVIDE SERVICE

Prothman commits to performing all services represented in this proposal.
STATEMENT OF QUALIFICATIONS - EXPERIENCE

Current Recruitments

Lancaster County, NE – Chief Administrative Officer
City of Sun Valley, ID – City Administrator
City of Wood Village, OR – City Manager
City of Moses Lake, WA – City Manager
City of Coquille, OR – City Manager
City of Toledo, OR – City Manager
City of Lincoln, NE – Health Director
City of Snoqualmie, WA – Public Works / Parks Director
City of Snoqualmie, WA – IT Director
City of Chelan, WA – Parks Director
City of Vancouver, WA – Deputy Finance Director
City of Tacoma, WA – Accounting Services Division Manager
Wood River Fire & Rescue, ID – Fire Chief
Association of Oregon Counties, OR – Executive Director
Port of Benton, WA – Executive Director
Washington Association of County Officials, WA – Executive Director
City of Vancouver, WA – City Attorney

References & Recruitments

City of Lincoln & Lancaster County, NE - CAO (in progress), Fire Chief, Finance Director, Budget Officer, Health Director
Contact - HR Director, Doug McDaniel - 402.441.7888
dmcDaniel@lincoln.ne.gov

Gunnison County, CO - County Manager, Deputy County Attorney, Director of Health & Human Services, Community Development Director, Airport Director, HR Director, IT Director
Contact - County Manager, Matthew Birnie - 970.641.0248
mbirnie@gunnisoncounty.org

City of Renton, WA - Chief Administrative Officer, Administrative Services Administrator, HR & Risk Management Administrator
Contact - Chief Administrative Officer, Bob Harrison - 425.430.6500
rharrison@rentonwa.gov
STATEMENT OF QUALIFICATIONS - PROJECT TEAM

GREG PROTHMAN - PROJECT LEAD
As President of the Prothman Company, Greg offers a unique combination of 20+ years of experience in various functions of government and 20 years of experience in public sector recruitment. Prior to forming the Prothman Company, Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his master’s degree in public administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and next, City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration degree from the University of Washington. Greg is a volunteer EMT/Firefighter for the City of Snoqualmie and a member of Seattle Mountain Rescue.

SONJA PROTHMAN - PROJECT CO-LEAD
As Co-Owner and Vice President, Sonja directs the day-to-day operations of the Prothman Company and has over 12 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the "elected official” side of government – a vital perspective for understanding our clients’ needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor’s degree in Communications from the University of Washington.

JOHN HODGSON - PROJECT SUPPORT
John is a senior consultant for Prothman and brings 33 years of municipal service including, most recently, 7 ½ years as City Administrator/Chief Administrative Officer for the City of Kent, the sixth largest city in the state of Washington. Prior to that, John had 26 years in parks and recreation management for the City of Vancouver, WA, the Metropolitan Park District of Tacoma, and he was Director of Parks, Recreation & Community Services for the City of Kent from 1994-2005. John served as president of the Kiwanis Club of Kent, president of the Washington Recreation & Parks Association (WRPA), president of the Regional Council of the National Recreation & Parks Association (NRPA) and is founder and current president of the Kent Parks Foundation. John has a Bachelor of Science degree in Parks & Recreation Management from the University of Oregon and he completed the Cascade Management Series from the University of Washington Graduate School of Public Affairs.

BARRY GASKINS - PROJECT SUPPORT
Barry is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor’s degree from California State University in Los Angeles.

JARED ECKHARDT - PROJECT SUPPORT
Jared is responsible for profile development and candidate outreach. Jared works one-on-one with the client for the profile development and works with Sonja and the lead consultant on each client’s outreach strategies. Jared graduated from the University of Washington, earning his BA in Communications.
AVAILABILITY, COMMUNICATION & SCHEDULE

We are ready to start when you are!

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so that you have direct access to your lead consultant and support staff, and we will communicate and update you as often as you desire. Our recruitments take approximately 10-14 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 5-6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

SAMPLE SCHEDULE

Blue highlighted / bolded events represent meetings with the client.

<table>
<thead>
<tr>
<th>Date</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week of September 16 - 20, 2019</td>
<td>Travel to the City of Evanston for stakeholder interviews</td>
</tr>
<tr>
<td>Weeks of September 16 &amp; 23, 2019</td>
<td>Gather information for position profile, send profile for review and edits</td>
</tr>
<tr>
<td>September 30, 2019</td>
<td>Post Profile and Start Advertising</td>
</tr>
<tr>
<td>November 3, 2019</td>
<td>Application Closing Date</td>
</tr>
<tr>
<td>Weeks of November 4 &amp; 11, 2019</td>
<td>Prothman screens applications &amp; interviews top 8 - 15 candidates</td>
</tr>
<tr>
<td>Week of November 18 - 22, 2019</td>
<td>Work Session to review semifinalists and pick finalists, and design final interviews</td>
</tr>
<tr>
<td>Week of December 2 - 6, 2019</td>
<td>Final Interview Process, usually includes an evening reception and next day interviews</td>
</tr>
</tbody>
</table>
EXECUTIVE SUMMARY

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 17 years. We have placed managers in small organizations like Yachats, Oregon, population 800, to Inyo County, California, population 18,000, to large cities like Lincoln, Nebraska, population 285,000. We understand politics, council and board dynamics and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right “fit” for our clients.

Our strategy is to cast the widest net possible to ensure a diverse, qualified applicant pool. We have an aggressive local and national advertising campaign and our extensive databases allow us to mail the job announcement directly to employees in every city and county in the US. Our recruitment process emphasizes "fit" and we take as much time as needed to meet with your team so that we can learn and understand the experience, qualities and personality traits required for candidates to be successful within your unique organization and community.

PROPOSED SCOPE OF WORK

1. Develop a Tailored Recruitment Strategy

Project Review
The first step will be to:
♦ Review the scope of work and project schedule
♦ Review compensation and decide if a salary survey is needed

Information Gathering and Research (Soliciting Input)
We will travel to the City of Evanston and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next City Manager. We will:
♦ Meet with the City Council & Mayor
♦ Meet with the Assistant & Deputy City Manager
♦ Meet with Department Directors and Staff as directed
♦ Meet with other stakeholders as directed
♦ Review all documents related to the position

Position Profile Development (Identifying the Ideal Candidate)
We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate’s "fit" within the organization and community. Profiles include the following:
♦ A description of the ideal candidate’s qualifications
  • Years of related experience
  • Ideal personality traits
♦ Organization-specific information
  • Description of the organization, position and key responsibilities
  • Priorities and challenges facing the organization
♦ Community-specific information
♦ Compensation package details
♦ Information on how to apply
2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy *(Locating Qualified Candidates)*

We recognize that often the best candidates are not actively looking for a new position—*this is the person we want to reach and recruit.* We have an aggressive recruitment strategy which involves the following:

- **Print and Internet-based Ads** placed locally and nationally in professional publications, journals and on related websites.
- **Targeted Direct Mail Brochures** sent directly to hundreds of highly qualified city/county managers who are not actively searching for a new position.
- **Focused Candidate Outreach and Networking** via over 7,500 ICMA emails, phone calls from our database, and knowledge of potential candidates.
- **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening *(Narrowing the Field)*

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

1) **Application Review**: Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate’s writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.

2) **Internet Publication Background Search**: We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.

3) **Personal Interviews**: We will conduct in-depth videoconference or in-person interviews with the top 8 to 12 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate’s fit within your organization.

Candidate Presentation *(Choosing the Finalists)*

We will prepare and send to you a detailed summary report of the semifinalist candidates and binders which include each candidate’s application materials, including resume, cover letter, and supplemental question responses, and the results of the personal interviews and publication search. We will travel to the City of Evanston and discuss with you what we have learned throughout our screening process. We will review with you the candidates’ qualifications and experience, the results of the semifinal interviews and the candidates’ strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 5 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting after the finalist candidates have been agreed upon.

Sourcing & Screening Only (no guarantee) - The City of Evanston handles the final interviews from this point.
4. Prepare Final Interview Process

Final Interview Process *(Selecting the Right Candidate)*

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

♦ Elements of the design process include:
- **Deciding on the Structure of the Interviews**
  We will tailor the interview process to fit your needs. It may involve using various interview panels or an evening reception.
- **Deciding on Candidate Travel Expenses**
  We will help you identify which expenses your organization wishes to cover.

♦ Evening Reception
We recommend that you have an evening reception so that the Mayor, Council Members, staff and community members have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.

♦ Background Checks
Background checks include the following:
- **References**
  We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
- **Education Verification, Criminal History, Driving Record and Sex Offender Check**
  We contract with Sterling for all background checks.

♦ Candidate Travel Coordination
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.

♦ Final Interview Binders
The Final Interview Binders include suggested interview questions, as well as the candidates’ applications, supplemental question responses, and resumes, and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.

♦ Final Interviews with Candidates
We will travel to the City of Evanston and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.

♦ Panelists & Decision Makers Debrief: After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel’s view of the strengths and weaknesses of each candidate interviewed.

♦ Candidate Evaluation Session: After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.

♦ Facilitate Employment Agreement: Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.
**FEE, EXPENSES & GUARANTEE**

**Professional Fee**
The fee for conducting a City Manager recruitment with a one-year guarantee is $17,500. The fee for conducting a City Manager Sourcing & Screening Only recruitment is $13,000. The professional fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence and (3) on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, and with a full recruitment, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion.

**Expenses**
Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and work diligently to keep expenses at a minimum and keep records of all expenditures. The City of Evanston will be responsible for reimbursing expenses Prothman incurs on your behalf. Expenses include:
- Newspaper, trade journal, websites and other advertising (approx. $1,600 - 1,800)
- Direct mail announcements (approx. $1,700 - 1,900)
- Interview binders & printing of materials (approx. $400 - 700)
- Delivery expenses for Interview Binders (approx. $300 - 600)
- Consultant travel: ($750 per trip)
- Background checks performed by Sterling (approx. $150 per candidate)

Expenses are billed monthly.

**Other Expenses**
**Candidate travel:** We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

**Warranty**
With a full recruitment, if you follow our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

**Guarantee**
With a full recruitment, if you follow our process and the selected finalist is terminated for cause or resigns within one year from the employment date, we will conduct a replacement search with no additional professional fee, the only cost to you would be the expenses.

**Cancellation**
You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.
CITY OF EVANSTON, ILLINOIS

Proposal for

City Manager Recruitment Services

Prepared by Robert E. Slavin on September 16, 2019
September 16, 2019

Ms. Jennifer Lin
Human Resources Division Manager
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Via: jlin@cityofevanston.org

Re: City Manager Executive Search Services

Dear Ms. Lin:

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for Evanston’s next City Manager. The purpose of this project is to help the City Council to develop and agree to a comprehensive position profile for City Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been approved by the City Council, SMC will have no difficulty identifying quality prospective candidates and becoming immediately productive. It is normal for a City Manager search to take between sixty and ninety days to complete.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the County. Over the years we have recruited more than 850 local government executives including several in Illinois where we have placed executives in Arlington Heights, Brookfield, Decatur, Des Plaines, Elgin, Evanston, Galesburg, Glen Ellyn, the Greater Peoria Sanitary District, Highland Park, Lake County, Livingston County, Matteson, METRA, Oak Park, Peoria, Peoria County, Tazewell County, Urbana, Washington and Wood River.

Community Pulse Survey... We are frequently asked by our clients to involve the community in our work. This almost always occurs when we work for university communities. By nature these communities often have active citizens groups and individuals who are interested municipal affairs and whose input is encouraged and valued. We very much enjoy this aspect of our work because it provides us with valuable firsthand insight into community issues and interests.

Because of the politically nature of this activity, we are careful to follow our client’s guidance when we have direct contact with citizens. We have used a variety of techniques to accomplished citizen input.
Examples include:

- meetings to which all interested citizens are invited. These meetings often take place on different days, at different times and in different locations around the City,

- a series of focus group meetings to which specific categories of community leaders are invited to discuss their individual interests and concerns,

- in one city, we prepared a citizen input questionnaire that was published in the local daily newspaper,

- we have facilitated live on-air televised citizen input sessions,

- we have facilitated question and answer sessions during which citizens were invited to ask questions directly of finalist candidates,

- we have conducted one-on-one meetings with citizens who asked to speak with us, and,

- we have participated in a variety of meet and greet receptions for finalist candidates.

Please see Page 15; Para 6 for the possible cost implications of the community pulse survey.

This proposal commits the highest level of our firm's resources. I, Bob Slavin, will manage and serve as the primary consultant for the project. I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. I have a strong and proven commitment to providing exceptional recruitment services to public agencies and have received many accolades supporting this work. *I have the authority to bind the corporation.* Dave Krings and Barbara Lipscomb will assist with the project. Both have been local government managers and are both now highly experienced human resources consultants. I have the authority to bind SMC to a contract with Evanston.

My contact information is:

Robert E. Slavin, President
Slavin Management Consultants
3040 Holcomb Bridge Road, A1
Norcross, GA 30071
Email: slavin@bellsouth.net
Phone: 770.449.4656
Fax: 770.416.0848
Thank you for the opportunity to submit this proposal. We look forward to working with Evanston on this critical and highly challenging project.

Very truly yours,

SLAVIN MANAGEMENT CONSULTANTS

Robert E. Slavin, President
# TABLE OF CONTENTS

ABOUT SLAVIN MANAGEMENT CONSULTANTS ................................................. 1

SMC PROJECT METHODOLOGY ........................................................................ 2
   Develop Position Profile ........................................................................... 2
   Identify Qualified Candidates ..................................................................... 3
   Evaluate Prospective Candidates ............................................................... 3
      Preliminary Screening and Progress Report ............................................. 3
   Selection and Employment ......................................................................... 4
      In-depth Screening and Project Completion ............................................ 4
   Establish Evaluation Criteria ..................................................................... 5
   Follow-up .................................................................................................... 5
   Reporting .................................................................................................... 5
   Deliverables ............................................................................................... 5
   Project Schedule ......................................................................................... 6
   Warranty Provisions ................................................................................... 6

PROJECT TEAM QUALIFICATIONS .................................................................. 7
   Robert E. Slavin, President .......................................................................... 7
   David Krings, ICMA-CM, SMC Managing Consultant .................................. 8
   Barbara W. Lipscomb, ICMA-CM, CPM, MRP - SMC Managing Consultant ...... 9

RECENT SMC CHIEF EXECUTIVE SEARCHES .............................................. 11

REFERENCES ............................................................................................... 13

PROPOSED COSTS .......................................................................................... 14
   Professional Fees ........................................................................................ 14
   Expenses ..................................................................................................... 14

AGREEMENT FOR SERVICES ......................................................................... 16

EXHIBITS
   Sample Recruitment Profile
   Pro Forma Invoice
   Client List
   EEO Statement
   Minority and Female Placements
ABOUT SLAVIN MANAGEMENT CONSULTANTS

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for the next City Manager of Evanston. The purpose of this project is to help the City Council to develop and agree to a comprehensive position profile for City Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been developed and approved by the Council, we will have no difficulty identifying quality prospective candidates and becoming immediately productive. Generally, City Manager searches require between 60 to 90 days to complete.

Slavin Management Consultants (SMC) is an independent management consulting firm formed in 1991 and incorporated in the State of Georgia. We operate nationwide from our home office near Atlanta, Georgia. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant. We have affiliates in Cincinnati, OH; Dallas, TX; Hartford, CT, Dunedin, FL; Los Angeles, CA; Mackinac Island, MI and Mesa, AZ. Our Federal ID number is 58-2377-314.

The company provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

We use a "critical path" search process which allows our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that the City of Evanston is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of the City of Evanston. It will honor the interests of candidates to the extent possible under Illinois law.

SMC provides comprehensive and thorough executive search services to its clients which are distinguished by our on-site visits to finalist candidates. Our work is of the highest quality. We
have never failed to complete an assignment and the average tenure of our chief executive placements is about eight years. The national average is about five years.

This important engagement will be managed by Mr. Robert E. Slavin. Under Mr. Slavin's leadership, SMC has completed more than 850 successful executive searches for local governments and nonprofit agencies located in approximately forty-six states. Members of the proposed search team include Barbara Lipscomb and David Krings. Both are professional public human resources practitioners with significant direct management experience. Mr. Krings is an ICMA Credentialed Manager, former Hamilton County, Ohio County Administrator and a former president of both ICMA and the former County Manager's Association. He continues to be professional active nationally. Ms. Lipscomb offers 32 years of local government management experience. She is an ICMA Credentialed Manager and former Greenville, NC City Manager. All team members are long-term members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

SMC PROJECT METHODOLOGY

The purpose of this project is to help the City Council to develop and agree to a comprehensive position profile for City Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Our firm, Slavin Management Consultants, has extensive and nationally based city manager recruitment experience. Once the recruitment profile has been developed and approved by the City Council, we will have no difficulty identifying quality prospective candidates and becoming immediately productive.

We recommend a proven and comprehensive five-step process to complete this project. The steps are as follows:

- Develop job qualifications and requirements for the position -- the Recruitment Profile.
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.
- Establish evaluation criteria and follow-up.

Each step of this process is described below.

A. Develop Position Profile

We will meet with the City Council members individually and collectively and with staff and community leaders (if the City Council wishes) to learn the City's needs, focus and requirements such as experience, education and training as well as preferred management style and
personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of the process in Evanston to gather additional information about the City and to ascertain, the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the City Council to arrive at a general agreement regarding the specifications for the position. The final profile will include information about the area, the City of Evanston, the City government, major issues to be faced, the position and the selection criteria established.

B. Identify Qualified Candidates

We will first review our database to find those candidates whom we may already know and/or already have on file who may meet your specifications. Although the above process is valuable, we will rely heavily on our own contacts in related fields, on our own experience and increasingly of professional web based social networking. In other words, through "networking," we will conduct a professional search for the best-qualified candidates and invite them to apply for the position. In this effort, we utilize appropriate professional organizations, our established contacts, and our knowledge of quality jurisdictions and their employees.

We will prepare and place electronic and print based advertisements with national, state and regional professional organizations. We will acknowledge all resumes received and thoroughly screen all potential candidates.

C. Evaluate Prospective Candidates

Preliminary Screening and Progress Report

Criteria for the preliminary screening will be contained in the approved recruitment profile. They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information is verified and will be further tested by having the finalists respond to a detailed supplemental questionnaire.

We will meet with the City Council to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the City's specifications for the position. With guidance from the City Council, we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will assist the City Council to develop a comprehensive plan for final candidate interviews. Details will include confidentiality issues, scheduling, candidate travel, community tours, staff and community involvement. We will also determine the Council's expectations relative to interview questions that we will write as
well as candidate rating and scoring processes which will be included in our final report.

**D. Selection and Employment**

**In-depth Screening and Project Completion**

At this point, we will interview those semifinalist candidates whom the City has the greatest interest in. Proper “fit” is as important as technical ability. We assess both. In order to better assess candidates’ management style and interpersonal characteristics, we personally interview each in his or her present work environment (site visits). We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we verify undergraduate and graduate college degrees and any professional certifications. We also check criminal, civil and driving court records; social media and Sex Offender Registry. At the City's option, we will also arrange for management/leadership inventory and/or psychological (or similar) testing of the candidates. These optional items will result in extra cost.

We will then meet with the City Council to present a group of well-qualified finalist candidates for interviews in Evanston. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the City Council that should produce the final selection decision.

Our final report will be presented in a meeting with the City Council. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate’s experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and
agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the City and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City of Evanston and that any public statement should come from the City directly. Under no conditions will we release information to the media unless specifically directed by the City to do so.

We will notify all unsuccessful candidates of the final decision reached. Finally, will continue to work for the City until a suitable candidate is recruited and hired by the City.

E. Establish Evaluation Criteria

Once the new City Manager has been on board for 30 days or so, we will conduct a session with the City Council and with the new City Manager to establish mutual performance criteria and goals for the position.

F. Follow-up

We will follow-up with the City Council and the new City Manager during the first year and assist in making any adjustments that may be necessary.

G. Reporting

We will keep the City informed and involved in strategic decisions throughout the search process. We will provide frequent progress reports to the City.

H. Deliverables

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the City and the selected candidate.
I. Project Schedule

The search process normally takes between sixty (60) and ninety (90) days to complete and typically follows the following pattern:

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<tr>
<td>STEPS</td>
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<tr>
<td>1. Develop Search Process, Recruitment Profile and Advertising Program for City Council Approval</td>
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<td>2. Identify Qualified Candidates, Review Data Base, Network, Receive and Review Resumes</td>
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<td>4. Progress Meeting and Report</td>
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<td>7. Establish Evaluation Criteria and Follow-up</td>
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Approximately ten semifinalist candidates are presented to the City Council at the progress meeting. Generally, about five finalist candidates are presented for interviews with the City Council.

J. Warranty Provisions

We provide a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the City until the City Council is satisfied with the candidates and a satisfactory candidate is selected and accepts employment.

- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the City through our efforts.

- We will never actively recruit any candidate who we have placed nor will we actively recruit any employee from a client organization for at least two years from the completion date of an assignment.
- SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, disability or national origin.

PROJECT TEAM QUALIFICATIONS

Robert E. Slavin, President

Mr. Slavin will manage and serve as the lead consultant for this project. He is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic’s Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource’s systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward. He is a Certified Professional Consultant to Management by the National Bureau of Certified Consultants.
Organizations

- International City/County Management Association
- American Society for Public Administration
- International Personnel Management Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Society for Human Resource Management
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

David Krings, ICMA-CM, SMC Managing Consultant

Mr. Krings has over 35 years experience at the top levels of state, county, and municipal governments. He is internationally recognized as a state and local government management practitioner and consultant. Mr. Krings has been on the professional staff of governors in both Wisconsin and Arkansas. He served as the County Administrator in Peoria County, (Peoria) Illinois and Hamilton County, (Cincinnati) Ohio. Both Hamilton County and Peoria County received national recognition for innovative, quality management during Mr. Krings’ tenure. Mr. Krings also served as the Assistant Executive Director for Ramsey County (St. Paul) Minnesota.

Mr. Krings has a M.A. in Public Policy and Administration from the University of Wisconsin-Madison and a BA from Carroll College (Waukesha, Wisconsin). He has also studied at schools in Denmark and Mexico.

In 2005 Mr. Krings began his encore career, still in public service, but in a much broader capacity than in prior years. He is the part-time Administrator of Lockland, Ohio. He served as the part-time Advisor to the Mayor in Newtown, Ohio. He has had scores of consulting engagements with local jurisdictions and not-for-profits (largely through TechSolve, a not-for-profit consulting firm). He has been certified as a local government expert in litigation involving local governments. He has been on an advisory board of a company providing inmate telephone services (DC Telesystems). In 2009 he associated with the firm Good Energy to consult with local governments in the provision of cost saving electricity purchasing. He is also a managing consultant for Slavin Management Consultants.

Highlights from Mr. Krings’ 13 years as Hamilton County Administrator include:

- Responsible for $2.3 billion budget;
- Oversaw more than $1 billion in development of Cincinnati riverfront including construction of a new NFL football stadium and a MLB baseball park;
- Developed small, minority, and female business development program;

• Governing Magazine and Syracuse University gave Hamilton County fourth highest grade among America's large urban counties for overall management;

• Gold Seal for Good E-Governance from National Academy of Public Administration;

• Top rated web site from National Association of Counties;

• Numerous Government Finance Officers Association of United States and Canada awards for Distinguished Budget Presentation; and

• ICMA Center for Performance Measurement Certificate of Distinction.

Organizations

• ICMA—Past President and Board Member
• National Association of County Administrators (NACA)—Past President and Board Member
• First person to be President of both ICMA and NACA
• Recipient of American Society for Public Administration chapter Good Government Award
• Adjunct professor for University of Cincinnati and faculty member of University of Illinois, Community Information and Education Service

Barbara W. Lipscomb, ICMA-CM, CPM, MRP - SMC Managing Consultant

Professional Summary

• Achievement oriented Certified Public Manager (Florida State University), possessing more than thirty-five years of progressively responsible experience in municipal administration at the city manager, deputy city manager and assistant city manager levels, primarily in the State of Florida
• Extensive experience with state-level leadership and mentoring of other public managers through the Florida City and County Managers Association
• Extensive experience and success with state and federal intergovernmental relations and special appropriations
• Proven track record for local government and community project development/redevelopment projects
• Strong financial background, including organization downsizing, and profitability assurance

Professional Experience

City of Greenville, North Carolina
City Manager August 2012 – August 2017 (Retirement)
Greenville, North Carolina, 90,000+ population, $131.2 M total budget, including $82.6 million General Fund Budget, 750 full-time employees.

City of Casselberry, Florida
City Manager January 2007 – January 2012
Casselberry, Florida, 26,000 population (approx), $40.5 million General Government Budget, including $18 million General Fund Budget

City of Gainesville, Florida
Assistant City Manager February 2004 – January 2007
Gainesville, Florida, 120,000 population, $212 million General Government Budget, including $92 million General Fund Budget

Interim City Manager October 2004 – September 2005
Directed all City of Gainesville general government operations and departments

Assistant City Manager February 2004 – October 2004

City of Lakeland, Florida
Assistant City Manager
Deputy City Manager, Assistant to the City Manager
May 1986 - February 2004
Lakeland, Florida, 86,000 population, $250 million total budget

City of Grand Rapids, Michigan
Management Analyst 1982 - 1986
Grand Rapids, MI, 200,000 population, $200 million total budget

Administrative Assistant, Community Enrichment Services Group

Education

University of North Carolina, Chapel Hill, N.C.
Master of Regional Planning

University of Georgia, Athens, GA
BA (Geography and Political Science)

Professional Certifications

• International City/County Managers’ Association (ICMA), Credentialed Manager - 2004
• Florida State University, Certified Public Manager - 2003
• Florida Public Labor Relations Association, Certificate in Labor Relations - 2003
• National Forum for Black Public Administrators Executive Leadership Institute - 1988-89
• Florida Redevelopment Association Certified Redevelopment Administrator - 2011
## RECENT SMC CHIEF EXECUTIVE SEARCHES

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<td>Adams County, CO</td>
<td>451,574</td>
<td>County Manager</td>
<td>Slavin/Wenbert</td>
<td>Mr. Bryan Ostler (720) 523-6071</td>
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<td><a href="mailto:Bostler@adcogov.org">Bostler@adcogov.org</a></td>
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<tr>
<td>Alleghany County, VA</td>
<td>13,000</td>
<td>County Administrator</td>
<td>Slavin</td>
<td>Jonathan A. Lanford County Administrator (540) 863-6600 <a href="mailto:jlanford@co.allegany.va.us">jlanford@co.allegany.va.us</a></td>
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<tr>
<td>Bothell, WA</td>
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<td>Slavin/Wenbert</td>
<td>Mayor Andy Rheaume (206) 999-8835</td>
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<td><a href="mailto:andy.rheaume@bothellwa.gov">andy.rheaume@bothellwa.gov</a></td>
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<td>Cherry Hills Village, CO</td>
<td>6,300</td>
<td>City Manager</td>
<td>Slavin</td>
<td>Mayor - Laura Christman (303) 758-6058</td>
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<td><a href="mailto:lchristman@cherryhillsvillage.com">lchristman@cherryhillsvillage.com</a></td>
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<td>Corpus Christi, TX</td>
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<td>Slavin/Krings</td>
<td>Guadalupe Ruiz Human Resources Director (940) 498-3277 <a href="mailto:gruz@cityofcorinth.com">gruz@cityofcorinth.com</a></td>
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<td>Dothan, AL</td>
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<td>Mayor Mark Saliba (334) 615-3110</td>
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<td>Dunwoody, GA</td>
<td>40,000</td>
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<td>Slavin</td>
<td>Mayor Ken Wright (678) 382-6700</td>
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<td>Slavin/Wenbert</td>
<td>Mayor John Morris (970) 475-2209</td>
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<td>City Manager</td>
<td>Slavin/Krings</td>
<td>Mayor Scott Lund (763) 572-3500</td>
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<td>Georgetown, SC</td>
<td>10,000</td>
<td>City Administrator</td>
<td>Slavin</td>
<td>Mayor Brandon Barber, Sr. (843) 545-4002</td>
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<td>Mayor P.J. Connelly (252) 329-4420</td>
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<td>Slavin</td>
<td>Ms. Lori Pomarico, City Clerk (843) 784-2231</td>
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| Kansas City, KS/ Wyandotte County | 158,000 | County Manager | Slavin | Mayor Mark Holland  
Phone: 913-573-5010  
mayorholland@wycokck.org |
| Longmont, CO | 87,500 | City Manager | Slavin/ Wenbert | Mr. Harold Dominguez, City Manager  
(303) 651-8601  
horald.dominguez@longmontcolorado.gov |
| Loveland, OH | 12,200 | City Manager | Slavin/ Krings | Mayor Linda Cox  
(513) 683-0150  
lcox@LovelandOH.com |
| Lubbock, TX | 340,000 | City Manager | Slavin/ Wenbert | Mayor Dan Pope  
(806) 775-2010  
dpope@mylubbock.us |
| Menominee, MI | 8,600 | City Manager | Slavin/ Krings | Mr. Robb Jamo, City Attorney  
(906) 839-0102  
rjamo@cityofmenominee.net |
| Mount Dora, FL | 12,500 | City Manager | Slavin | Ms. Gwen Johns  
City Clerk  
Ph: (352) 735-7126  
johnsg@cityofmountdora.com |
| Myrtle Beach, SC | 30,000 | City Manager | Slavin | Mayor John Rhodes  
(843) 918-1000  
jrhodes@cityofmyrtlebeach.com |
| Ocean City, MD | 7,100 to 335,000 | City Manager | Slavin | Wayne Evans  
Human Resources Director  
(410) 289-8778  
wevans@oceancitymd.gov |
| Oak Park, IL | 51,878 | Village Manager | Slavin | Ms. Cara Pavlicek  
(708) 358-5770  
cpavlicek@oak-park.us |
| Peoria County, IL | 185,006 | County Administrator | Slavin/ Krings | Andrew Rand, Chair  
County Board  
(309) 672-6056  
arand@peoriacounty.org |
| Portage, MI | 47,000 | City Manager | Slavin/ Krings | Mr. Rob Boulis  
Director of Employee Relations  
(269) 329-4402  
boulis@portagemi.gov |
| Shelton, WA | 10,000 | City Manager | Slavin | Mayor Bob Rogers  
(360) 490-6394  
bobrogers@sheltonwa.gov |
| Steamboat Springs, CO | 12,100 | City Manager | Wenbert | Gary Suiter  
City Manager  
(970) 871-8240  
gsuiter@steamboatsprings.net |
| Tipp City, OH | 10,000 | City Manager | Slavin/ Krings | Mayor Pat Hale  
(937) 669-8477  
halep@tippcity.net |
| Valdez, AK | 4,000 | City Manager | Slavin/ Wenbert | Ms. Sheri Pierce, MMC  
City Clerk  
907-834-3408  
spierce@ci.valdez.ak.us |
REFERENCES

**Mayor Dan Pope**  
City of Lubbock  
1625 13th Street  
Lubbock, Texas 79401  
(806) 775-2010  
City Manager Search 2016  
Email: dpope@mylubbock.us

**Ms. Cara Pavlicek**  
Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, IL 60302  
(708) 358-5770  
Village Manager Search (2013)  
Village Attorney Search (2013)  
Email: cpavlicek@oak-park.us

**Randy Keasling**  
Director of Human Resources  
City of Great Bend, Kansas  
1209 Williams  
Great Bend, Kansas 67530  
(620)793-4111, ext. 234  
City Manager Search (2018)  
Email: rkeasling@greatbendks.net

**Randall Skender**  
Director of Administration  
Greater Peoria Sanitary District  
2322 S. Darst Street  
Peoria, IL 61607  
(309) 272-4802  
Executive Director Search (2017)  
Email: rskender@gpsd.org

**Mr. Todd E. Rent**  
Human Resources Director  
City of Urbana  
400 South Vine Street  
Urbana, IL 61801  
(217) 384-2451  
City Administrator Search (2018)  
Email: terent@urbanaillinois.us

**Rob Boulis**  
Director of Employee Development  
City of Portage  
7900 South Westnedge Avenue  
Portage, MI 49002  
Phone: (269) 329-4533  
City Manager Search (2019)  
Email: boulisr@portagemi.gov  
Economic Development Director Search (2009)  
Community Development Director Search (2009)

**Andrew Rand**  
Peoria County Board Chairman  
Peoria County Courthouse  
324 Main Street, Room 502  
Peoria, Illinois 61602-1319  
(309) 672-6056  
County Administrator Search (2011)  
Email: arand@peoriacounty.org
PROPOSED COSTS

Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

<table>
<thead>
<tr>
<th>STEPS</th>
<th>ASSIGNED HOURS (Approximate)</th>
<th>RATE (Hr)</th>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Planning/Develop Position Profile/</td>
<td>Project Manager 36</td>
<td>80</td>
<td>$2,880</td>
</tr>
<tr>
<td>Prepare and Place Advertising</td>
<td>Consultant 36</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Identify &amp; Recruit Candidate/Acknowledge Resumes</td>
<td>Project Manager 32</td>
<td>80</td>
<td>$2,560</td>
</tr>
<tr>
<td></td>
<td>Consultant 32</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Preliminary Candidate Screening</td>
<td>Project Manager 12</td>
<td>80</td>
<td>$960</td>
</tr>
<tr>
<td></td>
<td>Consultant 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Progress Report to Council/Reduce Candidate Pool</td>
<td>Project Manager 10</td>
<td>80</td>
<td>$800</td>
</tr>
<tr>
<td></td>
<td>Consultant 8</td>
<td></td>
<td>$240</td>
</tr>
<tr>
<td></td>
<td>Total 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semi-finalist candidates)</td>
<td>Project Manager 38</td>
<td>80</td>
<td>$3,040</td>
</tr>
<tr>
<td></td>
<td>Consultant 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Arrange for &amp; Schedule Final Interviews</td>
<td>Project Manager 4</td>
<td>80</td>
<td>$320</td>
</tr>
<tr>
<td></td>
<td>Consultant 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Prepare Final Report with Interview Questions and Selection Criteria</td>
<td>Project Manager 8</td>
<td>80</td>
<td>$640</td>
</tr>
<tr>
<td></td>
<td>Consultant 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Present Final Report and Attend Interviews</td>
<td>Project Manager 16</td>
<td>80</td>
<td>$1,280</td>
</tr>
<tr>
<td></td>
<td>Consultant 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Assist in Employee Selection</td>
<td>Project Manager 2</td>
<td>80</td>
<td>$160</td>
</tr>
<tr>
<td></td>
<td>Consultant 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Negotiate Employment Agreement</td>
<td>Project Manager 4</td>
<td>80</td>
<td>$320</td>
</tr>
<tr>
<td></td>
<td>Consultant 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Establish Performance Goals</td>
<td>Project Manager 6</td>
<td>80</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Consultant 6</td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td>12. Follow-up</td>
<td>Project Manager 4</td>
<td>80</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Consultant 4</td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td>TOTAL HOURS</td>
<td>172</td>
<td>254</td>
<td>$15,420</td>
</tr>
<tr>
<td>TOTAL COSTS</td>
<td>82</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Expenses

Consultant Travel Costs: The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties.
(Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; (2) the client pre-approves all work plans including all consultant (and candidate) travel; (3) SMC will comply with the current State of Illinois travel expense per diem rate schedule.

**Office Costs Include:** Telephone ($350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

**Average Advertising Costs:** Normally about $2,500. Client controls these costs because the advertising program will be approved by the City prior to implementation.

Expenses for items identified above will not exceed 55% of the professional fee or $8,481. Therefore, the total not-to-exceed cost for these services would be $23,901.

*The cost for finalist candidates travel to Evanston for interviews is in addition to the above not-to-exceed amount.* Such costs are impossible to forecast and vary widely depending on candidate location, spouse involvement, time required for candidates to be in Evanston, etc. The client controls these costs by pre-approving all work plans including all consultant (and candidate) travel. About five candidates are normally recommended for interviews.

Should the City's needs result in additional project scope that significantly increases consultant travel and/or advertising costs, it may be necessary to increase the expense budget for the project. *This proposal supports three trips to Evanston by SMC consultants. Should more than three such trips be required by the City and the cost for the additional trip(s), causes the total allowable expense costs to exceed 55% of the fee, SMC will invoice the City for this added out of pocket cost.*

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new Assistant City Manager accepts employment with the City. Each invoice will be payable upon receipt for professional services. Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities. Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagements. The results obtained, our recommendations, and any written material provided by us will represent our best
judgment based on the information available to us. Our liability, if any, will not be greater than
the amount paid to us for the services rendered. This proposal constitutes the agreement
between us. It cannot be modified except in writing by both parties. Our agreement will be
interpreted according to the laws of the State of Illinois.

AGREEMENT FOR SERVICES

This proposal is presented for Slavin Management Consultants by:

SIGNATURE: .................................................................

NAME: Robert E. Slavin ...................................................

TITLE: President ............................................................

DATE: September 16, 2019 .............................................

This proposal is accepted for the City of Evanston, Illinois by:

SIGNATURE: .................................................................

NAME: .................................................................

TITLE: .................................................................

DATE: .................................................................
EXHIBITS
The City of Urbana, Illinois is seeking a City Administrator.

Apply by December 8, 2017 for full consideration.
About the City of Urbana

Located in east central Illinois, Urbana is the Champaign County seat and home to the flagship campus of the University of Illinois. The city covers 12 square miles with a population of approximately 43,200 residents. Major employers are higher education, healthcare, and the public sector.

Urbana has a long history of fostering innovation, from invention of the transistor to creation of the Mosaic web browser and YouTube. The new Carle Illinois College of Medicine, the world’s first engineering-based medical school, will offer exciting opportunities for scholars and entrepreneurs.

You’ll never have to wonder “what to do” in Urbana! There’s Market at the Square, one of the state’s largest farmers’ markets (and a beloved Saturday morning tradition), the Boneyard Arts Festival, the Ellnora Guitar Festival, and the Illinois Marathon, just to name a few. We’ve got festivals, the Christie Clinic Illinois Marathon, celebrations, and events to pique every interest.

We’re connected to each other and the world thanks to an nationally-recognized mass transit district, AMTRAK rail, a regional airport, and three major interstates. Prefer to get around on two wheels? We’re proud to be the first Gold Level Bicycle Friendly Community in Illinois.

Our West Urbana neighborhood has been named one of the 10 Great Neighborhoods in America by the American Planning Association, and together with our twin city Champaign, we’ve been recognized as the Greatest Food Town, as well as an AARP Age-Friendly Community.

Mayor Diane Wolfe Marlin is committed to delivering excellent core services to promote a high quality of life for residents, businesses, and visitors. Underlying this mission is effective government, a resilient economy, safe and vibrant neighborhoods, engaged citizens, with pride in our history and excitement about the future.

Award-winning public schools, popular regional parks, diverse and engaged neighborhoods, and excellent public services make Urbana a great place to live. This is a community where people of all ages and abilities can thrive.

City Governance

Founded in 1833 and chartered in 1855, the City of Urbana is the seat of Champaign County. The City is a home-rule municipality in a mayor-aldermanic form of governance. The seven members of the City Council are elected by ward while the Mayor and City Clerk are elected at-large; all serve four-year terms.

Mayor Diane Wolfe Marlin

Maryalice Wu, Ward 1

Erik Jakobsson, Ward 2

Aaron Ammons, Ward 3

Bill Brown, Ward 4

Dennis P. Roberts, Ward 5

H. Dean Hazen, Ward 6

Jared T. Miller, Ward 7
City Organizational Structure

*Urbana is a full-service city with six departments, approximately 270 employees and an operating budget of $46 million.*
The Position

The City Administrator reports to the Mayor and will be responsible for management of all city departments, operations, programs, and personnel. This position has been vacant for 10 years; the newly-elected Mayor has made filling this position a top priority in her administration. The City Administrator also will help update and implement systems, policies, and procedures to improve City services; develop and evaluate the City’s strategic plan; implement policy directives and goals of the Mayor and City Council; provide oversight of the City’s financial systems, and collaborate with other governmental agencies with the goal of improved service and responsible stewardship of resources. The successful candidate will be resourceful and innovative, with excellent communication and team-building skills, strong analytical abilities, expertise in financial management and organizational leadership. Major responsibilities of the City Administrator include:

1. **Strategic Planning and Goal Setting**
   Assists the Mayor and City Council with developing and updating goals and policies; develops and maintains a strategic plan to ensure implementation of City Council goals; coordinates the execution of strategic initiatives; and recommends long-range plans for City service programs and develops specific proposals for action on current and future City needs.

2. **Organizational Leadership**
   Provides organizational leadership to City operations; assesses ongoing operational needs and priorities to determine the optimal organizational structure to meet goals and objectives; and develops, recommends, and implements policies and procedures. Works with Mayor and City’s management team to develop standards on professionalism and best practices.

3. **Budget**
   Oversees the development, implementation, and administration of the City budget; approve the forecast of funds needing for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.

4. **City Operations**
   Plans, directs, and coordinates, through department heads, the work plan for the City; reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems. Establishes, within City policy, appropriate service and staffing levels, monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures, and allocates City resources accordingly. Assesses and monitors staffing and organizational process improvement initiatives. Serves as the liaison between management and the Mayor.

5. **Supporting City Leadership**
   Serves as liaison between departments and the City Council. Approves City Council agendas and packet materials to ensure that the Council is provided with complete, concise, objective, and reliable staff guidance. Attends meetings of the City Council/Commission of the Whole on a weekly basis; attends board and commission meetings as needed.

6. **Issue/Trend Identification**
   Proactively identifies issues that could affect the successful execution of the City’s goals and plans. Receives updates from departments regarding reports, legislation, court cases and related matters that affecting the City. Directs or conducts studies, research, and investigation on a wide variety of administrative and technical areas.

7. **Independent Leadership of Special Projects**
   The Mayor will direct certain issues to the City Administrator, which will requiring excellent analytical and interpersonal skills, time and project management skills, creativity and flexibility.

8. **Internal City Communications**
   The City Administrator will serve as a liaison between the Mayor and management team by accurately communicating the Council/Mayor Goals and directives to the management team and conveying the needs and priorities of the management team to the Mayor for consideration.

9. **External City Communication**
   Represents the City in discussions of City policies and procedures; remedies problems and responds to inquiries and concerns from internal and external sources; negotiates and resolves sensitive, significant and controversial issues. Responds to and resolves difficult and sensitive citizen and/or community inquiries and complaints. Reviews external communication materials.

10. **Economic Development**
    Performs strategic oversight, support and direction to the City’s Economic Development Division.

Performs other related duties as assigned.
City Administrator
Candidate Profile

Our ideal candidate will combine exceptional business/organizational acumen, outstanding communication ability and innovative leadership skills. Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education
Graduation from an accredited college or university with a bachelor’s degree in business, finance or a related field and preferably supplemented with a master’s degree in business, public administration or a similar concentration

Experience
Seven years of increasingly responsible experience in an executive-level position and demonstrated project management experience involving multiple stakeholders. Professional experience in a municipal, non-profit or a similar complex organizational setting is strongly preferred.

Compensation & Benefits Package
A competitive salary with excellent benefits will be provided. Beginning salary will be negotiable DOQ. The City’s generous benefits package which includes paid vacation, sick leave, holiday pay, an outstanding health coverage options, a defined benefit retirement plan through the Illinois Municipal Retirement Fund (IMRF), an optional deferred compensation plan, and a post-retirement medical savings benefits program.

Learn more:  www.urbanacareers.org/management-benefits.

How to Apply
To be considered, please submit your resume and cover letter with current salary by December 8, 2017 to:
Robert E. Slavin or David Krings at:
Slavin Management Consultants
3040 Holcomb Bridge Road,
Suite A-1
Norcross, Georgia 30071

Fax: (770) 416-0848
E-mail: slavin@bellsouth.net
Web: www.slavinweb.com

Electronic submissions are preferred.

The City of Urbana Welcomes Diversity!
We foster an environment that values and encourages mutual respect, inclusion of all people, and utilizing differences and similarities as an organizational asset. We welcome applications from diverse candidates and candidates who support diversity. EOE.
PRO FORMA INVOICE

INVOICE DATE:  

CLIENT:  

ADDRESS:  

CITY, STATE:  

Progress billing for professional services rendered in connection with our agreement:

(Invoice __ of __)  $XXXX.XX

Reimbursable expenses at cost:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Airfare</td>
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<tr>
<td>Hotel</td>
<td>XX.XX</td>
</tr>
<tr>
<td>Ground Transportation</td>
<td>XX.XX</td>
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<tr>
<td>Meals</td>
<td>XX.XX</td>
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<tr>
<td>Tips</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Clerical Support</td>
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<tr>
<td>FAX</td>
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<tr>
<td>Messenger Service</td>
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<td>Copies</td>
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<tr>
<td>Postage</td>
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<tr>
<td>Misc. Direct Costs</td>
<td>XX.XX</td>
</tr>
</tbody>
</table>

Total Expenses  $XXXX.XX

TOTAL INVOICE  $XXXX.XX
The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

**MUNICIPALITIES**

Aiken, South Carolina  
Albany, Georgia  
Alpharetta, Georgia  
Anaheim, California  
Ann Arbor, Michigan  
Arlington, Texas  
Arlington Heights, Illinois  
Arvada, Colorado  
Atlanta, Georgia  
Atlantic Beach, Florida  
Asheville, North Carolina  
Auburn, Maine  
Aurora, Colorado  
Austin, Texas  
Bartlesville, Oklahoma  
Bentonville, Arkansas  
Bergenfield, New Jersey  
Berkeley, California  
Beverly Hills, California  
Birmingham, Alabama  
Bisbee, Arizona  
Blacksburg, Virginia  
Bloomington, Illinois  
Bothell, WA  
Boynton Beach, Florida  
Branson, Missouri  
Brea, California  
Bridgeport, Connecticut  
Broken Arrow, Oklahoma  
Brownsville, Texas  
Bryan, Texas  
Burbank, California  
Camarillo, California  
Carson, California  
Cary, North Carolina  
Casper, Wyoming  
Chapel Hill, North Carolina  
Charlotte, North Carolina  
Cherry Hills Village, Colorado  
Chesapeake, Virginia  
Clearwater, Florida  
Cleveland, OH  
Columbia, Missouri  
Columbus, Georgia  
Concord, New Hampshire  
Coral Springs, Florida  
Corpus Christi, Texas  
Corta Madera, California  
Coral Gables, Florida  
Corinth, TX  
Creedmoor, North Carolina  
Culver City, California  
Dallas, Texas  
Davenport, Iowa  
Davie, Florida  
Dayton, Ohio  
Decatur, Georgia  
Decatur, Illinois  
Delray Beach, Florida  
Del Rio, Texas  
Denton, Texas  
Destin, Florida  
Dothan, Alabama  
Dubuque, Iowa  
Duluth, Georgia  
Dunedin, Florida  
Durham, North Carolina  
Eagle Pass, Texas  
East Brunswick Township, New Jersey  
Edmond, Oklahoma  
Elgin, Illinois  
Enfield, Connecticut  
Englewood, Colorado  
Escondido, California  
Evanston, Illinois  
Firestone, Colorado  
Fort Collins, Colorado  
Fort Lauderdale, Florida  
Fort Smith, AR  
Fort Worth, Texas  
Frankfort, Kentucky  
Franklin, Tennessee  
Frisco, Colorado  
Gainesville, Florida  
Gainesville, Georgia  
Galesburg, Illinois  
Garden City, New York  
Georgetown, South Carolina  
Glastonbury, Connecticut  
Glendale, Arizona  
Glen Ellyn, Illinois  
Golden, Colorado  
Grand Rapids, Michigan  
Greensboro, North Carolina  
Greenville, North Carolina  
Gulfport, Florida  
Hardeeville, SC
Hemet, California
Hercules, California
Highland Park, Illinois
Hollywood, Florida
Homestead, Florida
Huntington Beach, California
Independence, Missouri
Independence, Kansas
Iowa City, Iowa
Jacksonville Beach, Florida
Jupiter, Florida
Kalamazoo, Michigan
Kansas City, Missouri
Lake Worth, Florida
Lakewood, Colorado
Lapeer, Michigan
Laramie, Wyoming
Laredo, Texas
Lenexa, Kansas
Liberty, Missouri
Lilburn, Georgia
Little Rock, Arkansas
Long Beach, California
Longmont, CO
Lubbock, Texas
Manassas, Virginia
Mansfield, Massachusetts
Marshfield, MO
Miami Beach, Florida
Milwaukee, Oregon
Modesto, California
Mount Dora, Florida
Muscatine, Iowa
Neptune Beach, Florida
Newark, Delaware
New Smyrna Beach, Florida
Norfolk, Virginia
Norman, Oklahoma
North Las Vegas, Nevada
North Miami Beach, Florida
Northglenn, Colorado
North Port, Florida
Norwich, Connecticut
Oberlin, Ohio
Ocean City, Maryland
Oceanside, California
Olathe, Kansas
Oklahoma City, Oklahoma
Oxnard, California
Palm Bay, Florida
Palm Beach Gardens, Florida
Palo Alto, California
Panama City, Florida
Park Ridge, Illinois
Pasadena, California
Peoria, Illinois
Phoenix, Arizona
Pittsburg, Kansas
Pompano Beach, Florida
Portage, Michigan
Pueblo, Colorado
Richmond, California
Richmond, Virginia
Riverside, California
Riverview, Michigan
Roanoke, Virginia
Rock Hill, South Carolina
Rockville, Maryland
Sacramento, California
St. Louis Park, Minnesota
Salem, Oregon
San Diego, California
San Fernando, California
San Francisco, California
San Jose, California
San Juan Capistrano, California
Sandusky, Ohio
Santa Ana, California
Santa Monica, California
Sarasota, Florida
Shaker Heights, Ohio
Simi Valley, California
Sioux City, Iowa
Snellville, Georgia
South Brunswick Township, New Jersey
Springfield, Missouri
Steamboat Springs, Colorado
Stratford, Connecticut
Stockbridge, GA
Storm Lake, Iowa
Sunnyvale, California
Sunrise, Florida
Takoma Park, Maryland
Topeka, Kansas
Titusville, Florida
Thornton, Colorado
Traverse City, Michigan
Topeka, Kansas
Turlock, California
Upper Arlington, Ohio
Urbana, IL
Urbandale, Iowa
Valdez, Alaska
Venice, FL
Virginia Beach, Virginia
Waco, Texas
Warrensburg, Missouri
Washington, Illinois
West Des Moines, Iowa
West Hartford, Connecticut
West Hollywood, California
West Palm Beach, Florida
Wichita, Kansas
Windham, Connecticut
Winston-Salem, North Carolina
Winter Park, Florida
Worthington, Minnesota

COUNTIES

Adams County, Colorado  Martin County, Florida
Alameda County, California  McHenry County, Illinois
Albemarle County, Virginia  Mecklenburg County, North Carolina
Arapahoe County, Colorado  Mendocino County, California
Beaufort County, South Carolina  Mesa County, Colorado
Broward County, Florida  Moffat County, Colorado
Brown County, Wisconsin  Monterey County, California
Buffalo County, Nebraska  Muscatine County, Iowa
Buncombe County, North Carolina  New Kent County, Virginia
Chaffee County, Colorado  Orange County, New York
Cass County, Michigan  Orange County, North Carolina Oklahoma
Chesterfield County, Virginia  Palm Beach County, Florida
Clark County, Nevada  Peoria County, Illinois
Cobb County, Georgia  Pinellas County, Florida
Dade County, Florida  Polk County, Florida
Dane County, Wisconsin  Prince William County, Virginia
Dakota County, Minnesota  Ramsey County, Minnesota
Escambia County, Florida  St. Louis County, Minnesota
Fairfax County, Virginia  Saline County, Kansas
Forsyth County, Georgia  San Diego County, California
Fremont County, Colorado  San Luis Obispo County, California
Fresno County, California  San Mateo County, California
Fulton County, Georgia  Sarasota County, Florida
Glynn County, Georgia  Sedgwick County, Kansas
Gunnison County, Colorado  Seminole County, Florida
Hall County, Georgia  Sonoma County, California
Hamilton County, Ohio  Springettsbury Township, Pennsylvania
Johnson County, Kansas  Spotsylvania County, Virginia
Ketchikan-Gateway Borough, Alaska  Tazewell County, IL
Lake County, Florida  Volusia County, Florida
Lake County, Illinois  Wake County, North Carolina
La Plata County, Colorado  Washtenaw County, Michigan
Leon County, Florida  Whiteside County, Illinois
Lincoln County, North Carolina  Whitfield County, Georgia
Livingston County, Illinois  Yolo County, California
Los Angeles County, California

OTHER ORGANIZATIONS

Development Groups

Arrowhead Regional Development, Duluth, Minnesota
Columbia Development Corporation, South Carolina
Fresno Economic Development Commission, California
Fresno Redevelopment Authority, California
GoTopeka, Inc., Kansas
Lincoln Road Development Corporation, Miami

Beach, FL
Los Angeles, California, Community Redevelopment Agency
Mid-American Regional Council, Kansas City, Missouri
West Palm Beach Downtown Development Authority, Florida

Housing Authorities

California Housing Finance Agency
Jefferson County Housing Authority, Alabama
Las Vegas Housing Authority
Memphis Housing Authority, Tennessee
Ocala Housing Authority, Florida
Peoria Housing Authority, Illinois

Libraries

Birmingham, Alabama Public Library
Central Arkansas Library System
Lexington, Kentucky Library System
Metropolitan Library System of Oklahoma
Moline Public Library

Non-Profits and Other Governmental Jurisdictions

California State Government
CDC Federal Credit Union, Atlanta, Georgia
District of Columbia
Fresno Employment and Training Commission, California
Jefferson County Personnel Board, Alabama
Local Government Insurance Trust, Maryland
Los Angeles, California Department of Community Public HealthLos Angeles, California Music Center Operating Company
Los Angeles Olympics Organizing Committee
Metropolitan Nashville, Tennessee Arts Commission
Parkland Hospital, Texas
Southwest Florida Regional Planning Council

Professional Associations

American Public Works Association
Association of County Commissioners, Georgia
Georgia Municipal Association
International City/County Management Association
Iowa League of Cities
Missouri Municipal League

School Districts

Adams County School District #14, Commerce City, Colorado
Lake Sumpter Community College, Florida
Dallas Independent School District, Texas

Transportation Agencies

Alameda-Contra Costa Transit District, Oakland, California
Bay Area Rapid Transit District, Oakland, California
Dallas Area Rapid Transit District, Dallas, Texas
Greater Dayton Regional Transportation Authority
Kalamazoo County Transportation Authority
Lee County Port Authority, Florida
Metra (Chicago Commuter Rail System)
MetroPlan Orlando
Port Everglades Authority, Fort Lauderdale, Florida
Orlando - Orange County Expressway Authority
Port of Sacramento, California
Riverside Transit Agency, California
San Francisco Bay Area Rapid Transit District, California
Sarasota/Manatee Airport Authority, Florida
Southern California Rapid Transit District

Utility Districts

Columbus Water Works, Georgia
Metropolitan Sewer District of Greater Cincinnati, Ohio
Public Works Commission of Fayetteville, North Carolina
Rivanna Solid Waste Authority, Virginia
Rivanna Water and Sewer Authority, Virginia
Sacramento Municipal Utility District, California
South Florida Water Management District
Spartanburg Utility District, South Carolina
Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- We will ensure that we do not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology.
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.
### MINORITY AND WOMEN PLACEMENTS

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CITY OF EVANSTON, ILLINOIS

Executive Search Services

CITY MANAGER

September 13, 2019
Why Should Evanston Select The Mercer Group, Inc.

Qualifications and Staffing

The Mercer Group, Inc. has been in operation for over thirty five years with our corporate headquarters in Atlanta and offices in thirteen (13) States. We have successfully recruited over 2,000 public sector executives nation-wide, many of which have been in the city management/administration field. We placed a City Manager in Evanston previously and we have conducted other projects for the City of Evanston.

The project manager for the Evanston City Manager recruitment will be James L. Mercer, President/CEO and he will serve Evanston from our Santa Fe, New Mexico, location. Mr. Mercer has over 35 years of public sector management experience throughout the country. Learn more about Mr. Mercer by visiting http://www.mercergroupinc.com/about-us

Understanding the Project

Services provided include, but are not limited to position analysis and preparation of position profiles (using a standard recruitment brochure), recruitment for the position (posting/advertising), inviting potential candidates to apply, reviewing and screening applications, conducting interviews, reference checks and background checks of selected candidates, recommending a selected number of final candidates to interview, coordinating “meet and greet functions” and final interviews, negotiating, and following up. Our firm has the in-depth knowledge, the experience and the expertise that the City of Evanston is seeking for this important project.

Our Approach and Our 7-Step Search Process

We recommend a seven (7)-step search process, including:

1. **Position Analysis** – We will define work relationships, job qualifications and requirements for the position – the “Position Profile”. (In this beginning step we meet with Evanston residents to get their input into what is expected of the next City Manager. We do this either through town hall meetings and/or discussions with community members/leaders and with the City Council.)

2. **Recruitment Process** – We will recruit state-wide, regionally and nationally for the position and network to locate qualified candidates.

3. **Resume Review** – We will identify qualified candidates. (We will use the criteria given us by the City Council and the community members to serve as a marker of candidates
4. **Candidate Screening** – Handled personally and thoroughly by Mr. Mercer.
5. **Background Investigation** – We will thoroughly evaluate prospective candidates.
6. **Interview Process** – We will make recommendations and assist in selection. (Final candidates will meet with City Council members and with community members and City staff.)
7. **Negotiation and Follow-up** – We will facilitate employment and follow-up to ensure complete integrity of the process.

The details of our 7-Step Search Process are defined in our formal proposal which is included.

**Schedule**

The proposed schedule we recommend provides for the successful candidates to be selected within 12 weeks from start to finish.

**Reasonable Fees**

Our fee for this recruitment is $17,500 plus $7,500 in not-to-exceed expenses.

There will be **NO additional fees/costs or expenses paid to The Mercer Group, Inc.**

**Guarantees**

We make ten (10) guarantees of our search and recruitment work. The ten (10) guarantees are listed and explained in our formal proposal; however,

While they are all important, we would like to highlight five as follows:

1. We will **keep working** until the placement is made and we have a record of not failing.
2. We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
3. We will not recruit other candidates from our client’s organization for two years after completion of a search assignment.
4. We **will not present a candidate simultaneously** to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
5. If the selected candidate leaves your employ within the first two years, **FOR ANY REASON**, we will redo the search for expenses only, there will be **NO FEE** for our
services.

We look forward to being of service to the City of Evanston.

Sincerely yours,

THE MERCER GROUP, INC.
James L. Mercer, President/CEO
1000 Cordova Place #726
Santa Fe, New Mexico 87505
505-466-9500
jmercer@mercergrroupinc.com
www.mercergrroupinc.com
PROPOSAL TO CONDUCT CITY MANAGER SEARCH
TO ACCOMPANY REQUEST FOR QUOTE
FOR THE CITY OF EVANSTON, ILLINOIS

The Mercer Group, Inc. is most pleased to submit this proposal to assist the City of Evanston to recruit nationally and to develop exceptionally well-qualified candidates for the position of City Manager. We are most interested in assisting the City of Evanston with this critical project, and if selected to conduct the search, would have no difficulty beginning the project immediately and expediting our work to ensure a smooth process. The Mercer Group, Inc. has extensive experience in conducting city manager/administrator searches locally and nationally. Our firm conducts several related searches each year throughout the year in the United States. We are especially well qualified to conduct this search for the City of Evanston.

The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist Evanston in selecting highly qualified individuals who meet the profile and needs of the City and who might not otherwise apply. We have conducted recent searches for city managers for several communities your size. We are quite familiar with the candidate pool and the local needs.

We are the largest nationwide public sector search firm and we have more experience than any other public sector executive search firm. Mr. Mercer is a Certified Management Consultant (CMC) which is the preeminent designation earned in the management consulting profession. It is an indication that the individual possessing it has met and continues to meet strict certification requirements of the Institute of Management Consultants. The CMC designation represents that the individual has met world-class standards of competence, ethics and independence in the management consulting field. Mr. Mercer is the only management consultant with this designation operating in the public sector. (Please see www.mercergroupinc.com for more information about our firm and about current searches that we are conducting.)

The mission of The Mercer Group, Inc. is to make our clients proud that they engaged us to provide management consulting services for them. The Mercer Group, Inc. also makes extensive use of the Internet both with our own web page which can be located at www.mercergroupinc.com and through e-mail. We post positions with other Internet providers and make information available to a wide number of people who are Internet users. We also make extensive use of the Internet to review newspaper articles on top candidates, etc., from the community in which they are currently employed or were employed in the past.

Our corporate headquarters is in Atlanta and we have branch offices in Arizona, California, Colorado, Florida, Georgia, Illinois, Maryland, Michigan, Minnesota, New Mexico, North Carolina, Texas and Washington. We will work on the assignment from our Santa Fe office.

I. INTRODUCTION, BACKGROUND, OBJECTIVES AND SCOPE

A. Introduction and Background

It is our understanding that:
• Evanston is seeking "turn-key" executive search services and support in connection with the recruitment of a new City Manager.

• Evanston is interested in identifying outstanding candidates and filling the position of City Manager.

• Services required include position analysis and preparation of position profiles, recruitment for the position; inviting potential candidates to apply; reviewing and screening applications; conducting interviews, reference checks and background checks of selected candidates; recommending a list of final candidates; coordinating final interviews; negotiating; and following up.

• Evanston wishes to conduct a comprehensive national recruitment process, to ensure the best qualified candidates are found and that the best qualified individuals who are acceptable can be hired.

• The annual salary and benefits package for the position will be discussed with the City Council.

B. Objectives

The objectives that we will meet in order to help find the best qualified candidates for the position are as follows:

• To conduct on-site needs assessment for the new City Manager.

• To develop a comprehensive position profile.

• To reconcile any differences in points of view with regard to specifications for the position.

• To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.

• To save a considerable amount of the City Council's and staff's time in establishing a position profile and reviewing applicants.

• To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).

• To independently and objectively assess the qualifications and suitability of candidates for the position.

• To recommend a pool of finalist candidates to the City Council.

• To coordinate finalist candidate interviews with the City Council.

• To mail an information packet supplied by the City Council to all qualified applicants.
• To respond to all candidate inquiries and produce all correspondence throughout the search.
• To preserve the confidentiality of inquiries to the degree possible under Illinois law.
• To assist the City Council in reaching a final decision.
• To assist in negotiating a compensation package with the successful candidate on behalf of the City Council.
• To assist the City Council in establishing criteria for evaluating the new City Manager's performance.
• To follow-up with the City Council and the new City Manager during the first year to determine if adjustments need to be made.
• To keep the City Council closely involved in key decisions and informed of our progress.

C. Scope

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of Evanston. However, for the fees proposed it will not address recruitment of additional candidates for positions other than the one specified.

II. OUR APPROACH, WORK PLAN AND SCHEDULE

This section presents our approach, work plan and schedule for the search project.

A. Approach

Our approach and style are interactive. That is, we form a partnership with our client to conduct a project. Evanston will benefit through ease of implementation and by gaining more in-depth knowledge of executive search and management consulting techniques and expertise.

B. Work Plan

We recommend a seven (7)-step search process as follows:

• Position Analysis — We will define work relationships, job qualifications and requirements for the position — the "Position Profile".

• Recruitment Process — We will recruit regionally and nationally for the position and network to locate qualified candidates.

• Resume Review — We will identify qualified candidates.

• Candidate Screening — We will thoroughly screen prospective candidates.

• Background Investigation — We will thoroughly evaluate prospective candidates.
• **Interview Process** — We will make recommendations and assist in selection.

• **Negotiation and Follow-up** — We will facilitate employment and follow-up to ensure complete integrity of the process.

1. **Position Analysis**

   We will have extensive consultation with the City Council, other City staff and local leaders selected by them, as well as other individuals or groups (if you wish) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions. In addition, we will spend a considerable amount of time at the beginning of the process in Evanston in order to determine the level of experience and training needed.

   During this process, we will initiate individual interviews with the City Council, citizen organizations, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position.

   Based on those meetings, we will prepare a draft position profile and review it with the City Council in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about Evanston, the community, major issues to be faced, the position, and the selection criteria established.

2. **Recruitment Process**

   Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

   Although this process is valuable, we will rely most heavily on our own contacts in the City Manager field and on our own experience. In other words, through "networking", we will conduct a nation-wide professional search for the best qualified candidates and invite them to apply for the position.

   We will provide the City Council with several advertising alternatives with varying degrees of cost and their associated benefits. Based on our discussions with the City Council, we will place ads in professional journals, on media websites on the Internet that attract the most qualified candidates for this type of position, and in various minority and women's publications to encourage applicants to apply.

3. **Resume Review**

   We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed of their status.
4. **Candidate Screening**

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by telephone and/or interactive video with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal interviews with top candidates.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by the City Council. The output of this step in the process will be a matrix display of the top candidates showing how each rates against the selection criteria established by the City Council. This matrix will be reviewed with the City Council in meetings and guidance obtained prior to proceeding. One contingency here is that the City Council may not approve of any of the candidates. If that should occur, we would, of course, keep searching until Evanston's needs are clearly met.

After review by the City Council, we will personally interview each using various interview techniques. We will closely examine their experience, qualifications and achievements in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications and achievements.

We also request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information will be verified and, at the City Council's option, may be further tested by having the finalists complete management and leadership style inventories. We interpret these instruments for the City Council, as well.

5. **Background Investigations**

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have talked to as many as 23 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for
psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a Telemetrics Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. We will recommend background investigation criteria to the City Council which will make the final decision on the specifics of the background check.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the positions of City Manager will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to the City Council in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of five (5) to seven (7) finalists. The City Council shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting with the City Council in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. We can also assist the City Council at no extra charge in conducting targeted selection and/or simulation processes with finalists, if desired. In particular, we will explain which, if any, of the applicants specifically meet the total criteria established by the City Council or whether the final group simply represents the best available talent.

We will also provide the City Council with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews with the City Council and will coordinate the process.

7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the City Council to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City Council and that any public statement should come directly from the City Council. We will maintain confidentiality of candidate information, to the degree possible, under Illinois law.

Finally, we will notify by letter all unsuccessful candidates who were not recommended for interview with the City Council of the final decision reached. We suggest, however, that it is more proper for the City Council to directly notify all unsuccessful candidates whom they inter-
viewed of the final result.

Once the new City Manager has been on board for 30 days or so, we will conduct a session with the City Council and with the new City Manager in order to establish mutual performance criteria and goals for the position. In this regard, we will work with the City Council to define the role of the new City Manager within Evanston.

We will follow-up periodically with the City Council and the new City Manager during the first year in order to make any adjustments that may be necessary.

We will keep the City Council closely informed and involved in decisions concerning the search process at all times. We will prepare and send to the City Council weekly e-mail updates and a formal progress report at the mid-point of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City Council’s deadlines and an itemization of expenses incurred-to-date and expected to be incurred during each succeeding project step.

Support from the City Council will be needed, as follows:

- Arranging interviews with the City Council and key City staff
- Providing budget, organization charts and other documents
- Providing high quality, high resolution photographs for use in the Recruitment Brochure
- Place of contact for the search
- Processing invoices for payment

C. Equal Employment Opportunity Statement

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran’s status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. Schedule

The search process normally takes 90-120 days to complete. The Timetable is attached below.
### RECRUITMENT PROCESS

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<td>Kickoff Meeting and Interviews with Council and Others to be Interviewed Regarding Desired Qualities for new City Manager</td>
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<tr>
<td>Draft Recruitment Brochure to Council for Review and Approval</td>
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<td>Color Recruitment Brochure to Council for Review and Approval</td>
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<td>Access Data Base, Place Ads and Kick Off Search Process</td>
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<td>Send Recruitment Brochure/Invitation Letter</td>
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<tr>
<td>Follow-up Telephone Calls</td>
<td>October 10-November 19, 2019</td>
</tr>
<tr>
<td><strong>Cutoff Date for Receipt of Applications</strong></td>
<td>November 19, 2019</td>
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<tr>
<td>Review with Council Short List of Candidates</td>
<td>November 22, 2019</td>
</tr>
<tr>
<td><strong>Conduct Reference and Background Checks</strong></td>
<td>November 22-December 4, 2019</td>
</tr>
<tr>
<td>Send Interview Guide to Council on Top 5 Candidates</td>
<td>December 6, 2019</td>
</tr>
<tr>
<td>Council Conducts Interviews on Top 5 Candidates</td>
<td>December 10-11, 2019</td>
</tr>
<tr>
<td>Make Selection</td>
<td>December 11, 2019</td>
</tr>
<tr>
<td>Negotiate Agreement and Hire</td>
<td>December 11-14, 2019</td>
</tr>
<tr>
<td>Selected Candidate On-Board</td>
<td>30/60 days later</td>
</tr>
<tr>
<td>Close off Search Process</td>
<td>Week of December 23, 2019</td>
</tr>
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</table>
III. KEY PERSONNEL FOR THIS PROJECT

James L. Mercer, President/CEO - Atlanta and Santa Fe Offices
The principal consultant to be utilized for this engagement would be Mr. James L. Mercer, President/CEO of our firm. In total, Mr. Mercer has completed over 2000 searches for executives in the public sector and private sectors. The quality of our work is evidenced by the amount of repeat business which we receive from our clients.

Mr. Mercer possesses over 30 years of management and consulting experience in the private, nonprofit and public sectors in general management, strategic planning, management systems and related leadership and management areas. Mr. Mercer is a Certified Management Consultant (CMC), the highest designation provided by the Institute of Management Consultants USA. He is also a Senior Member of the Institute of Industrial Engineers, USA. He is the Founder and President/CEO of The Mercer Group, Inc.

He possesses Bachelor of Science and Master of Business Administration degrees from the University of Nevada, Reno, where he was a founding member of the University of Nevada Foundation. Mr. Mercer is a graduate of the Executive Development Program at Cornell University and holds a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill.

Mr. Mercer is a former U.S. Navy submariner and is a military veteran. He began his career in corporate America with Pacific Telephone, General Dynamics and Litton Industries, where he held several increasingly responsible positions, including a nuclear submarine construction project manager position. He is a former Assistant City Manager of Raleigh, North Carolina. He was a National Program Director for Public Technology, Inc., where he developed the highly successful Urban Technology System (UTS) for local governments. He was General Manager of Southern Operations and a Senior Research Scientist for Battelle Memorial Institute (the world’s largest independent research and development organization), was a Partner and Vice President of Korn/Ferry International (at the time, the world’s largest executive search firm), he headed the Georgia Productivity Center and Industrial Extension Division for Georgia Tech and he directed the governmental consulting practice in the southern United States for the CPA firm Coopers & Lybrand prior to its merger with Price Waterhouse to form Price Waterhouse Coopers.

Mr. Mercer has successfully completed over 500 management consulting assignments and over 2000 executive searches. He is the author of five books on various aspects of public management, (contributed to three more), over 300 published articles and reports (including the Harvard Business Review), and is a featured public speaker at private sector associations, local government conferences and universities. He has served on several private and public sector boards and is an emeritus board member of two of those organizations. He has also received many awards including the prestigious George C. Franklin Memorial Award presented by the North Carolina League of Municipalities for outstanding performance in the Public Administration Program at the University of North Carolina at Chapel Hill.

Mr. Mercer is a recognized resource person to private sector clients and state and local governments across the country in a number of areas. These include executive search, productivity/efficiency improvement, organization and management studies, business and strategic planning, management systems, staffing, training, privatization, governmental consolidation, and teambuilding.
Clark Wurzberger, Senior Vice President - California Office
Mr. Wurzberger manages our California office and has over twenty-eight years of public sector experience. Clark Wurzberger serves as a Mercer Group Senior Vice President and has directed our California Office for the past nine years. He has had a distinguished public sector career of over 20 years at the local, state and federal levels, concluding his career at the Pentagon in Washington, D.C. where he was appointed a senior level personnel manager overseeing civilian personnel matters on behalf of the Secretary of Defense. He was selected as a member of the U.S. Senior Executive Service and, upon his departure from the Pentagon, was conferred the Department of Defense Medal for Distinguished Public Service by the Secretary of Defense.

For the past 19 years, Clark has served as a California-based consultant to local government specializing in executive recruitment and selection, assessment centers and compensation and classification studies. Previous to joining The Mercer Group he served for 7 years as Senior Associate with Hughes, Perry & Associates, a highly regarded California-based management consulting firm to the public sector where he worked within the their executive recruitment and selection division. Previously he had served as Vice President in the San Francisco office of Boyden International, one of the country’s top executive search firms.

Mr. Wurzberger most recently served as lead consultant in the recruitments of City Managers/Administrators for the Aviation Director for the City of Dayton, Ohio; Director of Health for the Northern Kentucky Health Department; Fire Chief and Police Chief for the City of Tracy, California; and Fire Chief for the Sacramento Metropolitan Fire District. Among hundreds of other recruitments, he served as lead consultant in the recruitments of Executive Director of Community Planning for the City of Boulder, Colorado; President and CEO and Chief of Police of the Rhode Island Airport Corporation and General Manager of the Hampton Roads Sanitation District in Virginia Beach. He is currently working with the League of California Cities to place the Deputy Executive Director for Advocacy & Public Affairs with Ellis Hankins, former Executive Director of the North Carolina League of Municipalities, in our North Carolina Office.

Mr. Wurzberger is a graduate of San Diego State University with a Bachelor’s Degree in English. He was appointed and served for five years as a Member of the Board of Directors of the Cow Palace in San Francisco, a large agricultural and entertainment facility that hosts national and regional public events on behalf of the State of California. He has served as a local Board Member of the U.S. Selective Service since 1993 and for the past five years has also been a volunteer member of the Placer County Sheriff’s Search and Rescue Team.

Priscilla Wilson, Senior Vice President - Texas Office
Prior to joining The Mercer Group, Ms. Wilson served in human resources leadership positions in both the public and private sector for over 30 years, leading operations in North Carolina, Georgia and Texas. She retired after serving in the position of Senior Managing Director with the City of Garland, Texas, for over 15 years.

During her tenure with the City of Garland, Ms. Wilson coordinated several national searches to recruit and hire department directors to ensure efficient delivery of services to the community of over 230,000 citizens and exceptional leadership in an organization of over 2,000 employees. Positions filled included Fire Chief, Utilities Director, Solid Waste Director, Finance Director, IT Director, Planning Director, Economic Development Director and Human Resources Director.

Ms. Wilson holds a Master’s degree in Public Administration from the University of North Carolina...
at Chapel Hill and a Bachelor's degree in Political Science from North Carolina State University. She holds IPMA-SCP, SPHR-CP and SHRM-SCP certifications. Additionally, she is a certified career development consultant and credentialed mediator. Ms. Wilson is a founding member and past president of the Texas Chapter of the International Public Management Association for Human Resources (TX IPMA-HR) and a member of the Texas City Management Association (TCMA).

**Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office**
Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence Degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. She has practiced law for over 30 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments.

Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for over 20 years. She has experience working in executive search and has conducted several city manager searches. She has worked on several other executive level searches with Mr. Mercer over the past 20 years. She also has experience with compensation and classification, and with organization and management studies. Ms. Prince-Mercer is also active in recruitment for other fields in the public sector.
Dear Ms. Liu:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Evanston. GovHR USA (“GovHR”) prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. We have 11 full time and 8 part time employees and 27 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 29 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as Outstanding and indicate that they plan to use our services or highly recommend us in the future.
- Our state of the art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.
- The firm has a total of twenty-seven consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today’s public-sector leaders.
GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public-sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette, IL. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

**Consultant Assigned**

GovHR President Heidi Voorhees and Senior Vice President Lee Szymborski will be responsible for your recruitment and selection process. Their biographies are attached to this Proposal and their contact information is:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heidi Voorhees</td>
<td>President</td>
<td>(847) 380-3243</td>
<td><a href="mailto:HVoorhees@GovHRusa.com">HVoorhees@GovHRusa.com</a></td>
</tr>
<tr>
<td>Lee Szymborski</td>
<td>Senior Vice President</td>
<td>(847) 380-3197</td>
<td><a href="mailto:LSzymborski@GovHRusa.com">LSzymborski@GovHRusa.com</a></td>
</tr>
</tbody>
</table>

GovHR consultants have conducted more than 200 top manager-level recruitments (City Manager, County Administrator, etc.) since the firm’s inception in 2009, and Ms. Voorhees recently conducted a recruitment for the City Manager for Chesapeake, Virginia. Ms. Voorhees & Mr. Szymborski also conducted the City Manager recruitment for Cambridge, Massachusetts. A list of the past top manager recruitments and a list of our current recruitments is included with this proposal.

**References**

The following references can speak to the quality of service provided by GovHR:

**Austin, TX**  
( Library Director, 2017)  
( Emergency System Medical Director, 2015)  
( Intergovernmental Relations Officer, 2015)  
( Assistant Director of Parks and Recreation, 2014)  
( Chief Animal Services Officer, 2010, 2014, 2019)  
( Director of Health and Human Services, 2011)  
( Director of Parks and Recreation, 2009)  
Rod Crain  
Talent Acquisition Manager  
rodcrain@austintexas.gov  
512-974-3423  
Cindy Henson  
Talent Acquisition Manager  
Employment Services  
cindyhenson@austintexas.gov  
(512) 974-9304
Scope of Work

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your City Manager search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

**Phase I – Position Assessment, Position Announcement and Brochure Development, Focus Groups**

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to 2-1/2 days with two consultants, depending upon the client’s needs.

- Public Engagement in the recruitment process:
  - GovHR has entered into an exclusive strategic partnership with Polco. Polco provides the tools for municipalities to collect citizens’ views. Community responses are validated using the local voter database to verify the responses. Civic engagement is enhanced by using websites, widgets, and apps to meet the citizens where they are. Citizens become more active and informed participants in the process by voicing their views to municipal leaders and other citizens. Polco makes voicing opinions accessible, easy and convenient. It is an excellent tool that can be used to solicit input during the recruitment process and can be used in the future for a wide variety of purposes related to civic engagement. This is an optional service. Pricing available upon request.
Survey’s sent to community members
Dedicated email address to provide resident feedback
Focus Groups
Panel Interviews
Candidate interviews on public television with community member questions

*See examples of prior Public Engagement conducted by GovHR on Page 12 of this proposal.*

- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

**Phase II – Advertising, Candidate Recruitment and Outreach**

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the City with a list of where we intend to place the position announcement, if requested.

- The development of a database of potential candidates from across the country unique to the position and to the City, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

**Phase III – Candidate Evaluation and Screening**

Phase III will include the following steps:

- Review and evaluation of candidates’ credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the City Manager. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates’ abilities, work ethic, management and leadership skills,
analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.

- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City’s process is professional and well regarded by all who participate.

**Phase IV – Presentation of Recommended Candidates**

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate’s cover letter and résumé. In addition, we prepare a “mini” résumé for each candidate, so that each candidate’s credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.

- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

**Phase V – Interviewing Process**

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.

- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities.

- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Evanston’s facilities and interviews with senior staff, if the City so desires.

- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.

- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.

- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

**Phase VI – Appointment of Candidate**

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

**Leadership/Personality Assessments**

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Typically these tools cost $300 per candidate to administer. This fee is not included in our proposal.

**One-Way Video Interviews**

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded for an additional fee. The client can then review these interviews at your convenience prior to make a decision on which candidates to invite for interview.

**Optional 360° Evaluation**

As a service to the City, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed City Manager at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

**Recruitment Schedule**

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Our typical recruitment process includes the following milestones and deliverables:

| Weeks 1 - 2 | On-site interviews of City officials and staff, development and approval of recruitment brochure  
**Deliverable:** recruitment brochure |
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<tr>
<td>Weeks 3 - 8</td>
<td>Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant</td>
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</tbody>
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| Week 9      | Consultant recommendation to the City of qualified candidates  
**Deliverable:** recruitment report |
| Week 10     | Selection of candidate finalists by the City; additional background and reference checks, report preparation and presentation  
**Deliverable:** interview reports including suggested questions and evaluation sheets |
| Weeks 11-12 | Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment |
Summary of Costs

<table>
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<th>Price</th>
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<tbody>
<tr>
<td>Recruitment Fee:</td>
<td>$18,000</td>
</tr>
<tr>
<td>Recruitment Expenses: (not to exceed)</td>
<td>3,000</td>
</tr>
<tr>
<td>Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts, copying etc.</td>
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<tr>
<td>Advertising:</td>
<td>2,500*</td>
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<tr>
<td>*Advertising costs over $2,500 will be placed only with client approval. If less than $2,500, Client is billed only for actual cost.</td>
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<tr>
<td><strong>Total:</strong></td>
<td>$23,500**</td>
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**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if requested, for an additional cost of $900.

The above cost proposal is predicated on four consultant visits to the City; the first for the stakeholder/community forum meetings (up to 2-1/2 days with two consultants, depending upon the client’s needs; if additional days are needed they will be billed at $125 per hour per consultant); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the City will be billed at $125/hour per consultant. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Philosophy

Executive search is an important decision-making process for an organization and our primary goal is to provide our client with the information to make the best hiring decision. Our firm’s executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult.
Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client’s organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, “best match” candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique, needs and circumstances facing our local government, public management, and related not-for-profit clients.

**GovHR Guarantee**

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the City not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Evanston beyond the planned four visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee’s own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee’s departure.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

**Why Choose GovHR?**

We ask you to consider the following as you deliberate:

- We are a leader in the field of local government recruitment and selection with experience in more than 29 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.

- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the Local Government Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.

- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have video interviewed them, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

- We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates.

- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.
We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,

Heidi J. Voorhees
President
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF EVANSTON, ILLINOIS

BY: __________________________
TITLE: _________________________
DATE: _________________________
CONSULTANT BIOGRAPHY

Heidi Voorhees
President

Heidi Voorhees is the president and co-owner of GovHR USA and possesses more than 30 years of collective experience working in local government. She has served as both a municipal leader and partner with local governments and nonprofits, handling executive search and management consulting. Heidi’s exceptional communication style and lasting relationships have positioned her as a widely-respected leader in her field across the U.S. She is deeply focused on understanding the culture of each organization that GovHR USA serves.

Executive searches conducted by Heidi for GovHR USA are uniquely tailored around clients and achieved through consensus-building and decision making with a wide range of community leaders. This in-depth and thorough consulting method sets Heidi apart from others in her industry; she leads executive talent searches that expertly identify imperative skill-sets and provide a robust match for core values and professional environment.

The crucial ability to understand the needs, challenges and perspectives within clients’ organizations are ingrained in Heidi’s fundamental strengths; she works in a highly-effective manner with elected and appointed officials to assist them in making critical personnel decisions. Through this exemplary approach, she understands the intricacies that exist within organizations and communities. Realizing the importance of her clients’ human resource and executive management needs, Heidi works tirelessly to advise and consult, so that she can strategically connect the best talent available with her clients.

Heidi is extremely passionate about her commitment to advancing women and minorities in local government, which is also a strong emphasis of GovHR USA. She believes in conducting extensive outreach in the search for talented individuals which results in highly qualified candidates from all backgrounds.

Professional Education, Training and Instruction

- Bachelor of Science degree in Political Science, Illinois State University, IL
- Master’s degree in Public Affairs from the School of Public and Environmental Affairs, Indiana University, IN
  - Fellow at Eli Lilly State and Local Government Fellowship Program
  - Distinguished Alumnus

Professional Development and Speaking Engagements

- Trainer/Speaker on Recruitment Selection: Legacy Project Annual Conference, International City and County Management Association annual conference, Illinois City and County Management Association (ILCMA) conference, Wisconsin City and County Management Association conference, Michigan Municipal Executives, Ohio City and County Management Association, American Public Works Association–Chicago Metro Chapter, Illinois Association of Municipal Management Assistants, Northern Illinois University Civic Leadership Program, and Great Lakes Leadership Academy
- Former Adjunct Instructor: Center for Public Safety, Northwestern University Campus
- Former Instructor: Master’s Degree Program in Public Policy and Administration, Northwestern University
- Former Trainer: Executive Management Program on Management, Community Relations, and Organizational Culture for Law Enforcement
Memberships and Affiliations

- Co-founder of The Legacy Project, an organization dedicated to advancing women in Illinois local government
- Chicago Metropolitan Managers’ Association, Past Board Member
- Illinois City and County Management Association (ILCMA), Past Board Member
- International City and County Management Association (ICMA), Member
- Leadership Greater Chicago Program, Past Participant
- Active Rotarian for 26 years, Charter Member for Wilmette Harbor Rotary

Local Government Professional Background:

19 Years of Local Government Leadership and Management

- Village Manager, Village of Wilmette, IL 1990-2001
- Assistant Village Manager, Village of Wilmette, IL 1986-1990
- Assistant to the Village Manager, Village of Schaumburg, IL 1984-1986
- Budget Analyst, City of Kansas City, MO 1983-1984
- Cookingham-Noll Fellow, City of Kansas City, MO 1982-1983

Lee Szymborski
Senior Vice President

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski’s experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with $30 million in combined budgets, and more than 170 employees serving 23,000 residents. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski’s track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a $14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a $16 M mixed-use development in Mequon’s Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski’s experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled for the Village Manager all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City’s management team.

Since joining GovHR USA in 2014, Mr. Szymborski has managed close to 65 executive searches for communities in Wisconsin, Illinois, Minnesota, Missouri and Massachusetts, as well as non-profit agencies including the International City/County Management Association.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of
government. He has also been part of GovHR USA’s classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

**Professional Education, Training and Instruction**

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts degree in Political Science, University of Wisconsin – Milwaukee

**Professional Development and Speaking Engagements**

- Adjunct instructor at Upper Iowa University – Milwaukee Center
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

**Memberships and Affiliations**

- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association
- Former President Illinois Association of Municipal Management Assistants
- Former President Mequon-Thiensville Sunrise Rotary Club

**Awards**

- Mequon – Thiensville Chamber of Commerce’s Distinguished Service Award

**Local Government Background**

- City Administrator, Mequon, WI 1999-2014
- Assistant Village Manager, Buffalo Grove, IL 1987-1999
- Milwaukee County and City of Wauwatosa, WI 1980-1986
COMMUNITY OUTREACH AND ENGAGEMENT CONDUCTED BY GOVHR

GovHR has handled a number of high-profile recruitment and selection processes that required unique facilitation and outreach skill sets. The following are some examples:

**Austin Texas**  
**June 2018 -- Police Chief Public Engagement Process**

GovHR was hired by the City of Austin to coordinate its public engagement process for the selection of Austin's next Chief of Police. This resulted in an extensive report that summarized public feedback from three public forums (including one televised on local PBS station and had opportunity for live call in and questions via twitter); panel interviews, a dedicated email for gathering feedback and data from the city's 311 system. GovHR developed a more than 500 page report that included an executive summary as well as a summary of the data compiled to assist the City Manager in this important appointment.

**March 2019 -- Chief Animal Services Officer**

GovHR facilitated a public forum as well as other focus groups to determine the qualities and characteristics sought by the City of Austin in its Chief Animal Services Officer selection process.

**Burleson, Texas**  
**October 2019 -- City Manager**

The Burleson Texas City Manager process included interviews with two stakeholder panels comprised of community leaders as well as a meet and greet with the City Council and other key City staff members. This is a similar process that GovHR used for Burleson when they selected a City Manager seven years earlier.

**Cambridge, Massachusetts**  
**2016 -- City Manager**

GovHR was selected by the Cambridge Mayor and City Council to facilitate the recruitment and selection process for their City Manager position. We worked with an 18-member Search Committee. This process involved a full week comprised of 30 different stakeholder meetings where the consultants listened to the wide variety of interests and perspectives that make up the Cambridge community. We also met with the key business leaders and representatives from the educational institutions – Harvard, MIT and Lesley Universities.

**Ferguson, Missouri**  
**2015 -- City Manager**

GovHR was selected by the Ferguson Mayor and City Council to facilitate the recruitment and selection process for their City Manager position. This process involved numerous stakeholder interviews, the establishment of a direct email between the citizens and our office to receive confidential feedback and a highly participatory interview process involving panels of community members and a community forum for the candidates. There was significant national media attention focused on the process. The process was viewed as having integrity and transparency as well as resulting in the selection of a candidate who was unanimously approved by the Mayor and City Council.
In order to facilitate stakeholder feedback, GovHR hosted a “Listening Post” at the ICMA conference so members could provide their opinions and feedback. Comment cards were also available. In addition, at least five different targeted surveys were developed for the various stakeholder groups. This data was very useful to the Search Committee and the ICMA Board as they deliberated.

We utilized surveys to gain additional information from employees as well as published a dedicated email address for anyone who wanted to provide additional feedback.
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# City Management Recruitments

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PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES FOR CITY MANAGER FOR EVANSTON, IL

Volume I: Proposal

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...
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<td>APPENDIX B: SAMPLE RECRUITMENT BROCHURE</td>
<td>B-1</td>
</tr>
<tr>
<td>APPENDIX C: SAMPLE CANDIDATE REPORT</td>
<td>C-1</td>
</tr>
<tr>
<td>APPENDIX D: SAMPLE SURVEY</td>
<td>D-1</td>
</tr>
<tr>
<td>APPENDIX E: RESOLUTION OF ST. JOHNS COUNTY, FL</td>
<td>E-1</td>
</tr>
<tr>
<td>APPENDIX F: COMMENTS ON CB&amp;A’S VETTING PROCESS</td>
<td>F-1</td>
</tr>
<tr>
<td>APPENDIX G: SAMPLE INTERVIEW SCHEDULE</td>
<td>G-1</td>
</tr>
</tbody>
</table>
September 13, 2019

The Honorable Mayor Stephen H. Hagerty and City Council Members Peter Braithwaite, Judy Fiske, Cicely L. Fleming, Ann Rainey, Eleanor Reveille, Robin Rue Simmons, Thomas M. Suffredin, Donald N. Wilson, and Melissa A. Wynne

Attention: Jennifer Lin, HR Division Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL  60201

Dear Mayor Hagerty and City Council Members Braithwaite, Fiske, Fleming, Rainey, Reveille, Simmons, Suffredin, Wilson, and Wynne:

Colin Baenziger & Associates (CB&A) would like to take this opportunity to submit a proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested nationwide and found to be extremely effective.

CB&A is a municipal recruiting firm with a national reach. We have conducted assignments from Florida to Alaska and Maine to California. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and manager selection. We also offer one of the better warranties in the industry.

Not only do we offer unparalleled service at a reasonable price, we focus on finding just the right people for your organization. We say people, and not person, because our goal is to bring you five finalists who are so good that you will have a difficult time choosing among them. The proof is in the fact that six of our local government clients have passed resolutions thanking us for our outstanding efforts in finding their key staff. We do not know how often you have passed a resolution thanking a consulting firm for its efforts, but we have rarely seen it happen. Our goal, in fact, would be for you to be our next client to pass such a resolution.
Some of our searches for City Managers/CEOs in Washington include: Bellevue, Burien, Carnation, Lake Forrest Park, Mountlake Terrace, Normandy Park, Sequim, Sunnyside, and Tacoma. Nationally, we have completed searches for City Managers for Ankeny, IA, Ashland, KY, Cottonwood Heights, UT, Doraville, GA, Fayetteville, NC, Greensboro, NC, Indianola, IA, Key Biscayne, FL, Melbourne, FL, Mount Pleasant, MI, Port St. Lucie, FL, Roanoke, VA, Scottsdale, AZ, Springettsbury Township, PA, and Winchester, VA. We have sought the County Administrators / Managers / CEOs for Clackamas County, OR, Polk County, IA, Emmet County, MI, James City County, VA, St. Johns County, FL, Union County, NC, and York County, VA, as well as the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia).

Some of our current searches include City Managers for Crescent City, FL; Gainesville, FL; and Panama City Beach, FL, Parks and Recreation Director for Weston, FL; Internal Auditor for Gainesville, FL and an Executive Director for the Emerald Coast Utilities Authority.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,

Colin Baenziger
Principal / Owner

…Serving Our Clients with a Personal Touch…
I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with offices in Redmond, WA and Salt Lake City, UT. As a sole proprietorship, we are not registered with any states as a corporation, foreign or otherwise. Although our primary focus is executive search, we are often involved in operational reviews of governmental operations. Our consultants live in other areas of the country and converge wherever the client’s needs exist. We develop an operational plan prior to arrival and our team of experts quickly studies the issues, identifies problems and opportunities, performs the necessary analysis, develops solutions, prepares reports and action plans, and completes the assignment. The client receives prompt, professional service, and its needs are effectively addressed. We are available for follow-up work, however, our goal is to provide the client with solutions that its existing staff can implement without additional outside assistance.

Colin Baenziger & Associates’ outstanding reputation is derived from our commitment to timeliness and quality. Our work is not done until you are satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our fee or in our action plan. We do not ask the client for additional fees. Rather, we accept these situations as part of our cost of doing business. We believe that once a contract is signed we have an obligation to fulfill its requirements excellently and within the budgeted amount.

Since beginning our search practice in 1998, we have conducted searches and other related work for clients in thirty-two states. Through the end of 2017, we had done 150 City Managers, 29 County Managers, and 4 other Municipal CEOs. The basic approach we have presented herein is the approach we have used in each of our searches. It has been refined over the years to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 21 years. The model has proven to be extremely effective in every state where we have applied it and for every type of position for which we have searched. In fact, we are often called when a government has a particularly difficult position to fill or where one of our competitors has failed. Overall, we utilize approximately eighteen people. Most staff members are independent contractors and are given assignments on a task order basis. Consequently, we can pay well while having a great deal of flexibility without the overhead of many firms. In addition to Mr. Baenziger, other senior staff members are former City and/or County Managers or elected officials. As a result, we understand multiple perspectives and have been very successful in identifying the right candidates for our clients. CB&A’s other staff are all competent researchers and writers and most have been with us for a long time.
Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. When we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what unforeseen circumstances may develop. *We have never asked a search client for additional fees, even when we were entitled to do so.*

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments in sixty to ninety days. Further, since CB&A began performing recruitments, *it has never missed a project milestone.*

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that from the beginning of 2009, 30% of our placements have been females and/or minorities with the high for a single year being 47% and the low being 13%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our
I. Qualifications and Experience of the Firm (continued)

performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of $1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of $1 million per accident, and (3) professional liability insurance of $1 million per occurrence. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance. If required by the client, and if it is available to us, we will obtain these two coverages prior to contract execution.

Overall Executive Search Experience

CB&A started its executive search business in 1998 from scratch. As a single father, he needed to stay nearby and so his goal was to become Florida’s preeminent recruiter. In 2007 with his children mature, he branched out into other states. His firm has now worked in 32 states, from Maine to California and Florida to Alaska. See the map below.

A complete list of our searches can be supplied upon request.
## I. Qualifications and Experience of the Firm (continued)

<table>
<thead>
<tr>
<th>Position</th>
<th>Client</th>
<th>Population</th>
<th>Placement</th>
<th>Agency Size: Number of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Manager</td>
<td>Clay County, FL</td>
<td>212,230</td>
<td>Howard Wanamaker</td>
<td>614</td>
</tr>
<tr>
<td>City Manager</td>
<td>Clewiston, FL</td>
<td>7,943</td>
<td>Randy Martin</td>
<td>94 FT / 39 PT</td>
</tr>
<tr>
<td>City Manager</td>
<td>Deerfield Beach, FL</td>
<td>80,863</td>
<td>Dave Santucci</td>
<td>673</td>
</tr>
<tr>
<td>City Manager</td>
<td>Opa-locka, FL</td>
<td>16,426</td>
<td>John Pate</td>
<td>152</td>
</tr>
<tr>
<td>City Manager</td>
<td>St. Pete Beach, FL</td>
<td>9,647</td>
<td>Alex Rey</td>
<td>139</td>
</tr>
<tr>
<td>City Manager</td>
<td>Sammamish, WA</td>
<td>64,548</td>
<td>Rick Rudometkin</td>
<td>101</td>
</tr>
<tr>
<td>City Manager</td>
<td>Vero Beach, FL</td>
<td>16,919</td>
<td>Monte Falls</td>
<td>209</td>
</tr>
</tbody>
</table>
## I. Qualifications and Experience of the Firm (continued)

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clay County, FL</td>
<td>Mike Cella</td>
<td>Commissioner</td>
<td>(904) 269-6394</td>
<td><a href="mailto:mike.cella@claycountygov.com">mike.cella@claycountygov.com</a></td>
</tr>
<tr>
<td>Clewiston, FL</td>
<td>Mali Gardner</td>
<td>Mayor</td>
<td>(863) 983-1484</td>
<td><a href="mailto:mali.gardner@clewiston-fl.gov">mali.gardner@clewiston-fl.gov</a></td>
</tr>
<tr>
<td>Deerfield Beach, FL</td>
<td>Bill Ganz</td>
<td>Mayor</td>
<td>(954) 816-1936</td>
<td><a href="mailto:web.commission@Deerfield-Beach.com">web.commission@Deerfield-Beach.com</a></td>
</tr>
<tr>
<td>Opa-locka, FL</td>
<td>Matthew Pigatt</td>
<td>Mayor</td>
<td>(305) 953-2868</td>
<td><a href="mailto:mpigatt@opalockafl.gov">mpigatt@opalockafl.gov</a></td>
</tr>
<tr>
<td>St. Pete Beach, FL</td>
<td>Alan Johnson</td>
<td>Mayor</td>
<td>(727) 543.2794</td>
<td><a href="mailto:ajohnson@stpetebeach.org">ajohnson@stpetebeach.org</a></td>
</tr>
<tr>
<td>Sammamish, WA</td>
<td>Ramiro Valderrama</td>
<td>Councilmember</td>
<td>(206) 247-4519</td>
<td><a href="mailto:RValderrama-Aramayo@sammamish.us">RValderrama-Aramayo@sammamish.us</a></td>
</tr>
<tr>
<td>Vero Beach, FL</td>
<td>Val Zudans</td>
<td>Mayor</td>
<td>(772) 978-4700</td>
<td><a href="mailto:VZudans@covb.org">VZudans@covb.org</a></td>
</tr>
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</table>
### 2018 City / County Manager Searches Completed

<table>
<thead>
<tr>
<th>Position</th>
<th>Client</th>
<th>Population</th>
<th>Placement</th>
<th>Agency Size: Number of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 City Manager</td>
<td>Aventura, FL</td>
<td>37,724</td>
<td>Ronald Wasson</td>
<td>198</td>
</tr>
<tr>
<td>2 City Administrator</td>
<td>Dickinson, ND</td>
<td>22,186</td>
<td>Joseph Gaa</td>
<td>220</td>
</tr>
<tr>
<td>3 City Manager</td>
<td>Groveland, FL</td>
<td>12,493</td>
<td>Mike Hein</td>
<td>121</td>
</tr>
<tr>
<td>4 City Manager</td>
<td>Jacksonville Beach, FL</td>
<td>23,518</td>
<td>Mike Staffopoulos</td>
<td>343 FT / 134 PT</td>
</tr>
<tr>
<td>5 City Administrator</td>
<td>Lake Forest Park, WA</td>
<td>13,059</td>
<td>Phillip Hill</td>
<td>66</td>
</tr>
<tr>
<td>6 City Manager</td>
<td>Naples, FL</td>
<td>21,845</td>
<td>Charles Chapman</td>
<td>478.1</td>
</tr>
<tr>
<td>7 City Manager</td>
<td>North Topsail Beach, NC</td>
<td>734</td>
<td>Bryan Chadwick</td>
<td>34</td>
</tr>
<tr>
<td>8 City Manager</td>
<td>Sebastian, FL</td>
<td>24,772</td>
<td>Paul Carlisle</td>
<td>150</td>
</tr>
<tr>
<td>9 Township Manager</td>
<td>Spring Garden Township, FL</td>
<td>12,840</td>
<td>Marcy Krum-Tinsley</td>
<td>44</td>
</tr>
<tr>
<td>10 City Manager</td>
<td>Sunnyside, WA</td>
<td>16,407</td>
<td>Martin Casey</td>
<td>107</td>
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</table>
### 2018 City / County Manager Searches Completed (continued)

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aventura, FL</td>
<td>Enid Weisman</td>
<td>Mayor</td>
<td>(305) 466-8900</td>
<td><a href="mailto:eweisman@cityofaventura.com">eweisman@cityofaventura.com</a></td>
</tr>
<tr>
<td>Dickinson, ND</td>
<td>Scott Decker</td>
<td>Mayor</td>
<td>(701) 483-8620</td>
<td><a href="mailto:Scott_Decker@ndsupernet.com">Scott_Decker@ndsupernet.com</a></td>
</tr>
<tr>
<td>Groveland, FL</td>
<td>Mike Radzik</td>
<td>Council Member/Vice Mayor</td>
<td>(352) 557-3066</td>
<td><a href="mailto:Mike.Radzik@groveland-fl.gov">Mike.Radzik@groveland-fl.gov</a></td>
</tr>
<tr>
<td>Jacksonville Beach, FL</td>
<td>Charlie Latham</td>
<td>Mayor</td>
<td>(904) 247-6100</td>
<td><a href="mailto:CLatham@jaxbchfl.net">CLatham@jaxbchfl.net</a></td>
</tr>
<tr>
<td>Lake Forest Park, WA</td>
<td>Jeff Johnson</td>
<td>Mayor</td>
<td>(206) 368-5440</td>
<td><a href="mailto:jjohnson@ci.lake-forest-park.wa.us">jjohnson@ci.lake-forest-park.wa.us</a></td>
</tr>
<tr>
<td>Naples, FL</td>
<td>Bill Barnett</td>
<td>Mayor</td>
<td>(239) 213-1000</td>
<td><a href="mailto:mayorbill@naplesgov.com">mayorbill@naplesgov.com</a></td>
</tr>
<tr>
<td>North Topsail Beach, NC</td>
<td>Daniel Tuman</td>
<td>Mayor</td>
<td>(910) 328-2424</td>
<td><a href="mailto:ntopsail@gmail.com">ntopsail@gmail.com</a></td>
</tr>
<tr>
<td>Sebastian, FL</td>
<td>Jim Hill</td>
<td>Mayor</td>
<td>(727) 224-5246</td>
<td><a href="mailto:jhill@cityofsebastian.org">jhill@cityofsebastian.org</a></td>
</tr>
<tr>
<td>Spring Garden Township, PA</td>
<td>Thomas Warman</td>
<td>President</td>
<td>(717) 848-2858</td>
<td><a href="mailto:twarman@sgtwp.org">twarman@sgtwp.org</a></td>
</tr>
<tr>
<td>Sunnyside, WA</td>
<td>Julia Hart</td>
<td>Mayor</td>
<td>(509) 836-6305</td>
<td><a href="mailto:jhart@sunnyside-wa.gov">jhart@sunnyside-wa.gov</a></td>
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</table>
### 2017 City / County Manager Searches Completed

<table>
<thead>
<tr>
<th>Position</th>
<th>Client</th>
<th>Population</th>
<th>Placement</th>
<th>Agency Size: Number of Employees</th>
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<tbody>
<tr>
<td>1 City Manager</td>
<td>Auburn, AL</td>
<td>58,582</td>
<td>James Buston</td>
<td>788</td>
</tr>
<tr>
<td>2 City Manager</td>
<td>Aventura, FL</td>
<td>37,724</td>
<td>Susan Grant</td>
<td>182 FT / 16 PT</td>
</tr>
<tr>
<td>3 City Manager</td>
<td>Burien, WA</td>
<td>50,500</td>
<td>Brian Wilson</td>
<td>63 FT / 8 PT</td>
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<tr>
<td>4 City Manager</td>
<td>Carnation, WA</td>
<td>1,873</td>
<td>Amy Arrington</td>
<td>12</td>
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<tr>
<td>5 City Manager</td>
<td>Doraville, GA</td>
<td>10,896</td>
<td>Regina Williams-Gates</td>
<td>97 FT / 14 PT</td>
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<tr>
<td>6 City Manager</td>
<td>Fairborn, OH</td>
<td>33,452</td>
<td>Robert Anderson</td>
<td>250</td>
</tr>
<tr>
<td>7 City Manager</td>
<td>Parkland, FL</td>
<td>28,200</td>
<td>Robert Payton</td>
<td>80 FT / 74 PT</td>
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<tr>
<td>8 City Manager</td>
<td>Petersburg, VA</td>
<td>32,123</td>
<td>Aretha Ferrell</td>
<td>511</td>
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<tr>
<td>9 City Manager</td>
<td>Roanoke, VA</td>
<td>98,465</td>
<td>Bob Cowell</td>
<td>1,700</td>
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<tr>
<td>10 City Manager</td>
<td>Stuart, FL</td>
<td>16,462</td>
<td>David Ross</td>
<td>282</td>
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<tr>
<td>11 City Manager</td>
<td>Tacoma, WA</td>
<td>205,200</td>
<td>Elizabeth Pauli</td>
<td>2,100</td>
</tr>
<tr>
<td>12 City Manager</td>
<td>Treasure Island, FL</td>
<td>6,783</td>
<td>Garrison Brumback</td>
<td>99</td>
</tr>
<tr>
<td>13 City Manager</td>
<td>Winter Haven, FL</td>
<td>36,500</td>
<td>Michael Herr</td>
<td>486</td>
</tr>
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</table>
## I. Qualifications and Experience of the Firm (continued)

<table>
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<tr>
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<th>Contact Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auburn, AL</td>
<td>Bill Ham</td>
<td>Mayor</td>
<td>(334) 559-8804</td>
<td><a href="mailto:bham@auburnalabama.org">bham@auburnalabama.org</a></td>
</tr>
<tr>
<td>Aventura, FL</td>
<td>Enid Weisman</td>
<td>Mayor</td>
<td>(305) 466-8900</td>
<td><a href="mailto:eweisman@cityofaventura.com">eweisman@cityofaventura.com</a></td>
</tr>
<tr>
<td>Burien, WA</td>
<td>Lucy Krakowiak</td>
<td>Mayor</td>
<td>(206) 244-1952</td>
<td><a href="mailto:lucyk@burienwa.gov">lucyk@burienwa.gov</a></td>
</tr>
<tr>
<td>Carnation, WA</td>
<td>Jim Berger</td>
<td>Mayor</td>
<td>(425) 333-4192</td>
<td><a href="mailto:jim.berger@carnationwa.gov">jim.berger@carnationwa.gov</a></td>
</tr>
<tr>
<td>Carnation, WA</td>
<td>Donna Pittman</td>
<td>Mayor</td>
<td>(770) 451-8745</td>
<td><a href="mailto:donna.pittman@doravillega.us">donna.pittman@doravillega.us</a></td>
</tr>
<tr>
<td>Fairborn, OH</td>
<td>Dan Kirkpatrick</td>
<td>Mayor</td>
<td>(937) 673-4178</td>
<td><a href="mailto:dan.kirkpatrick@ci.fairborn.oh.us">dan.kirkpatrick@ci.fairborn.oh.us</a></td>
</tr>
<tr>
<td>Parkland, FL</td>
<td>Christine Hunschofsky</td>
<td>Mayor</td>
<td>(954) 993-3009</td>
<td><a href="mailto:chunschofsky@cityofparkland.org">chunschofsky@cityofparkland.org</a></td>
</tr>
<tr>
<td>Petersburg, VA</td>
<td>Samuel Parham</td>
<td>Mayor</td>
<td>(804) 586-5528</td>
<td><a href="mailto:sparham@petersburg-va.org">sparham@petersburg-va.org</a></td>
</tr>
<tr>
<td>Roanoke, VA</td>
<td>Sherman Lea</td>
<td>Mayor</td>
<td>(540) 853-2444</td>
<td><a href="mailto:sherman.lea@roanokeva.gov">sherman.lea@roanokeva.gov</a></td>
</tr>
<tr>
<td>Stuart, FL</td>
<td>Troy McDonald</td>
<td>Mayor</td>
<td>(772) 288-5300</td>
<td><a href="mailto:TMcdonald@ci.stuart.fl.us">TMcdonald@ci.stuart.fl.us</a></td>
</tr>
<tr>
<td>Tacoma, WA</td>
<td>Marilyn Strickland</td>
<td>Mayor</td>
<td>(253) 468-2518</td>
<td><a href="mailto:marilyn.strickland@cityoftacoma.org">marilyn.strickland@cityoftacoma.org</a></td>
</tr>
<tr>
<td>Treasure Island, FL</td>
<td>Robert “Bob” Minning</td>
<td>Mayor</td>
<td>(727) 415-8883</td>
<td><a href="mailto:rminning@mytreasureisland.org">rminning@mytreasureisland.org</a></td>
</tr>
<tr>
<td>Winter Haven, FL</td>
<td>Steven Hunnicutt</td>
<td>Mayor</td>
<td>(863) 289-9971</td>
<td><a href="mailto:smhunnicutt@mywinterhaven.com">smhunnicutt@mywinterhaven.com</a></td>
</tr>
</tbody>
</table>
### 2016 City / County Manager Searches Completed

<table>
<thead>
<tr>
<th>Position</th>
<th>Client</th>
<th>Population</th>
<th>Placement</th>
<th>Agency Size: Number of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 City Manager</td>
<td>Cocoa Beach, FL</td>
<td>11,200</td>
<td>James McKnight</td>
<td>250</td>
</tr>
<tr>
<td>2 City Manager</td>
<td>Covington, VA</td>
<td>5,961</td>
<td>Richard Douglas</td>
<td>100</td>
</tr>
<tr>
<td>3 City Manager</td>
<td>Danville, VA</td>
<td>42,900</td>
<td>Ken Larking</td>
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<tr>
<td>4 Chief Administrator</td>
<td>El Paso, County, TX</td>
<td>827,700</td>
<td>Betsy Keller</td>
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<td>70,918</td>
<td>Saeed Kazemi</td>
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<tr>
<td>6 City Administrator</td>
<td>Fort Smith, AR</td>
<td>87,350</td>
<td>Carl Geffkin</td>
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<tr>
<td>7 City Manager</td>
<td>Gainesville, FL</td>
<td>117,000</td>
<td>Anthony Lyons</td>
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<tr>
<td>8 City Manager</td>
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<td>20,200</td>
<td>Scott Hugill</td>
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<td>26,700</td>
<td>Benjamin Marchant</td>
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I. Qualifications and Experience of the Firm (continued)

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1    Cocoa Beach, FL</td>
<td>Laurie Kalaghchy</td>
<td>City Clerk</td>
<td>(321) 868-3235</td>
<td><a href="mailto:lkalahchy@cityofcocoabeach.com">lkalahchy@cityofcocoabeach.com</a></td>
</tr>
<tr>
<td>2    Covington, VA</td>
<td>Thomas Sibold</td>
<td>Mayor</td>
<td>(540) 958-8983</td>
<td><a href="mailto:tomsibold@yahoo.com">tomsibold@yahoo.com</a></td>
</tr>
<tr>
<td>3    Danville, VA</td>
<td>Sherman Saunders</td>
<td>Mayor</td>
<td>(434) 489-8738</td>
<td><a href="mailto:sherman.saunders@danvilleva.gov">sherman.saunders@danvilleva.gov</a></td>
</tr>
<tr>
<td>4    El Paso County, TX</td>
<td>Carlos Leon</td>
<td>Commissioner</td>
<td>(915) 546-2014</td>
<td><a href="mailto:mmejia@epcounty.com">mmejia@epcounty.com</a></td>
</tr>
<tr>
<td>5    Fort Myers, FL</td>
<td>Randall Henderson</td>
<td>Mayor</td>
<td>(239) 321-7020</td>
<td><a href="mailto:gpack@cityftmyers.com">gpack@cityftmyers.com</a></td>
</tr>
<tr>
<td>6    Fort Smith, AR</td>
<td>Sandy Sanders</td>
<td>Mayor</td>
<td>(479) 784-2204</td>
<td><a href="mailto:Mayor@fortsmithar.gov">Mayor@fortsmithar.gov</a></td>
</tr>
<tr>
<td>7    Gainesville, FL</td>
<td>Todd Chase</td>
<td>Council Member</td>
<td>(352) 514-0168</td>
<td><a href="mailto:chasetn@cityofgainesville.org">chasetn@cityofgainesville.org</a></td>
</tr>
<tr>
<td>8    Mountlake Terrace, WA</td>
<td>Rick Ryan</td>
<td>Mayor Pro Tem</td>
<td>(206) 940-0108</td>
<td><a href="mailto:RRyan@ci.mlt.wa.us">RRyan@ci.mlt.wa.us</a></td>
</tr>
<tr>
<td>9    Norwich, CT</td>
<td>Deberey Hinchey</td>
<td>Mayor</td>
<td>(860) 823-3743</td>
<td><a href="mailto:DHinchey@cityofnorwich.org">DHinchey@cityofnorwich.org</a></td>
</tr>
<tr>
<td>10   Orange City, FL</td>
<td>Tom Laputka</td>
<td>Mayor</td>
<td>(386) 775-5403</td>
<td><a href="mailto:tlaputka@ourorangecity.com">tlaputka@ourorangecity.com</a></td>
</tr>
<tr>
<td>11   Port St. Lucie, FL</td>
<td>Greg Orevac</td>
<td>Mayor</td>
<td>(772) 342-6072</td>
<td><a href="mailto:mayor@cityofpsl.com">mayor@cityofpsl.com</a></td>
</tr>
<tr>
<td>12   Prosser, WA</td>
<td>Randy Taylor</td>
<td>Mayor</td>
<td>(509) 875-4367</td>
<td><a href="mailto:RTaylor@ci.prosser.wa.us">RTaylor@ci.prosser.wa.us</a></td>
</tr>
<tr>
<td>13   Savannah, GA</td>
<td>Eddie DeLoach</td>
<td>Mayor</td>
<td>(912) 210-1722</td>
<td><a href="mailto:edeloach@savannahga.gov">edeloach@savannahga.gov</a></td>
</tr>
<tr>
<td>14   Springettsbury Township, PA</td>
<td>Mark Swomley</td>
<td>Board Chair</td>
<td>(717) 805-3093</td>
<td><a href="mailto:mark.swomley@springettsbury.com">mark.swomley@springettsbury.com</a></td>
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### 2015 City / County Manager Searches Completed

<table>
<thead>
<tr>
<th>Position</th>
<th>Client</th>
<th>Population</th>
<th>Placement</th>
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<td>2 Village Manager</td>
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<td>4 County Manager&lt;sup&gt;(1)&lt;/sup&gt;</td>
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<td>984,300</td>
<td>Richard Anderson</td>
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<td>Indianola, IA</td>
<td>14,800</td>
<td>Ryan Waller</td>
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<td>Ann Deal</td>
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<td>11 City Manager</td>
<td>Sequim, WA</td>
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<td>Charlie Bush</td>
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<tr>
<td>12 County Administrator</td>
<td>York County, VA</td>
<td>66,300</td>
<td>Neil Morgan</td>
<td>721</td>
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</table>

<sup>(1)</sup> Partial Search. We performed background checks for two candidates, coordinated the interviews and negotiated the employment contract. We did not search for candidates.
### 2015 City / County Manager Searches Completed (continued)

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cocoa Beach, FL</td>
<td>Laurie Kalaghchy</td>
<td>City Clerk</td>
<td>(321) 868-3235</td>
<td><a href="mailto:lkalaghchy@cityofcocoabeach.com">lkalaghchy@cityofcocoabeach.com</a></td>
</tr>
<tr>
<td>2 Estero, FL</td>
<td>Nick Batos</td>
<td>Mayor</td>
<td>(239) 292-2909</td>
<td><a href="mailto:batos@estero-fl.gov">batos@estero-fl.gov</a></td>
</tr>
<tr>
<td>3 Fernandina Beach, FL</td>
<td>Ed Boner</td>
<td>Mayor</td>
<td>(904) 556-7554</td>
<td><a href="mailto:eboner@fbfl.org">eboner@fbfl.org</a></td>
</tr>
<tr>
<td>4 Fulton County, GA</td>
<td>Mark Massey</td>
<td>Clerk to the Commission</td>
<td>(404) 219-0451</td>
<td><a href="mailto:Mark.Massey@fultoncountyga.gov">Mark.Massey@fultoncountyga.gov</a></td>
</tr>
<tr>
<td>5 Indianola, IA</td>
<td>Kelly Shaw</td>
<td>Mayor</td>
<td>(515) 962-5300</td>
<td><a href="mailto:lkshaw@cityofindianola.com">lkshaw@cityofindianola.com</a></td>
</tr>
<tr>
<td>6 Mill Creek, WA</td>
<td>Pam Pruitt</td>
<td>Mayor</td>
<td>(425) 338-7158</td>
<td><a href="mailto:ppruitt@cityofmillcreek.com">ppruitt@cityofmillcreek.com</a></td>
</tr>
<tr>
<td>7 Normandy Park, WA</td>
<td>Susan West</td>
<td>Mayor</td>
<td>(206) 248-7603</td>
<td><a href="mailto:Susan.West@ci.normandy-park.wa.us">Susan.West@ci.normandy-park.wa.us</a></td>
</tr>
<tr>
<td>8 Ocala, FL</td>
<td>Kent Guinn</td>
<td>Mayor</td>
<td>(352) 572-0312</td>
<td><a href="mailto:kguinn@ocalafl.org">kguinn@ocalafl.org</a></td>
</tr>
<tr>
<td>9 Palm Bay, FL</td>
<td>William Capote</td>
<td>Mayor</td>
<td>(321) 292-0382</td>
<td><a href="mailto:Mayor@PalmBayFlorida.org">Mayor@PalmBayFlorida.org</a></td>
</tr>
<tr>
<td>10 Seminole, FL</td>
<td>Leslie Waters</td>
<td>Mayor</td>
<td>(727) 430-7553</td>
<td><a href="mailto:lwaters2@myseminole.com">lwaters2@myseminole.com</a></td>
</tr>
<tr>
<td>11 Sequim, WA</td>
<td>Candace Pratt</td>
<td>Mayor</td>
<td>(360) 582-0114</td>
<td><a href="mailto:cpratt@sequimwe.gov">cpratt@sequimwe.gov</a></td>
</tr>
<tr>
<td>12 York County, VA</td>
<td>Thomas Shepperd, Jr.</td>
<td>Chairman</td>
<td>(757) 868-8591</td>
<td><a href="mailto:shepperd@yorkcounty.gov">shepperd@yorkcounty.gov</a></td>
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</tbody>
</table>
II. Project Understanding and Approach

The following search methodology has been refined over the past twenty-one years and now is virtually foolproof. We will integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision.

Phase I: Information Gathering and Needs Assessment

Task One: Needs Assessment

An important part of the recruiter’s work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. In order to do this, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Compile background information from the jurisdiction’s website and other sources.
- Interview the relevant parties. Depending on the position, these might include the Mayor and members of the City Council, key staff, and/or stakeholders (such as community groups, business owners, residents, government officials and property owners – see below for more information). Our goal is to develop a strong sense of your organization, its leadership, its short and long term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the City and stakeholders consider important, and
- Determine a reasonable compensation package.

Our searches generally take 60 to 90 days. At this point in the process, we will also finalize the timeline with the City so candidates can mark their calendars well in advance and will be available when the City wishes to conduct the interviews. A possible project schedule can be found on page 23 of this section.

We understand that Evanston would like to incorporate a survey of Evanston residents to gauge the community pulse. As we have done in other searches, we suggest we conduct meetings with the general public as well as representatives of specific community segments, such as the business sector, the non-profit community, the education community, the media, City staff and so on. Given Northwestern University’s presence in Evanston, if the Mayor and City Council feels it would be helpful, we would welcome a meeting with some of its officials. We will also solicit the input of your residents through an on-line survey. These forums and surveys are valuable as they provide additional perspectives and a better understanding of the environment and the wants/needs of the community the next city manager will be addressing. An example of the results of an online survey is included as Appendix D.

To ensure maximum participation (and minimum complaints that residents were not informed of the meetings), the time to begin scheduling meetings with residents and community members is now. We have found it takes at least three weeks to advertise them and for the word to spread.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile. We will provide our draft to you for your review and comment. Your suggestions will be incorporated, and the final document prepared. Two samples of our work are included as Appendix B. Other samples can be found on our firm’s website under the “Executive Recruitments” / “Active Recruitments” tabs.
Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for this position. We say people, and not person, because our goal is to bring you six to ten excellent semi-finalists, all of whom will do the job extraordinarily well and who are so good you will have a difficult time choosing among them. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished. We also use LinkedIn as a source of candidates.

- **Advertising** While we will seek out the best, we will not ignore the trade press as it often also yields strong candidates. We will also post it on our website, [www.cb-asso.com](http://www.cb-asso.com). We generally do not use newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates our clients are seeking. If the City wants to have ads placed in local newspapers, national newspapers and/or generic websites, it will need to bear the cost.

- **Email:** We will also e-mail the recruitment profile to our listserv of over thirteen thousand managers and professionals who are interested in local government management. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We are assuming the ideal candidate will be an experienced city manager who has worked in a community similar to Evanston. Only a little over 400 cities in the U.S. utilize the city manager form of government and have with populations over 50,000. When you consider other factors, the candidate pool is somewhat limited. The plus to that fact is it is relatively straightforward to reach all the best candidates among those cities and to invite them to apply. Of course, we will also reach beyond the obvious candidates to find others who are well qualified. Who those candidates will be will depend on the outcome of the meetings described in the preceding paragraphs.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from thirty to sixty applicants. We will narrow the field as described above and present information on candidates to the City. This process requires a mixture of in-depth research and subjective evaluation. Our process is as follows.

It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the City and the community. Typically forty percent of our finalists are women and/or minorities.
Specifically, our efforts will involve:

**Step One. Resume Review.** CB&A will evaluate all resumes and identify the eight to ten candidates. Some of these may be in-house candidates or individuals who have held high-level positions in other governments but who have never held the position we are recruiting for but perhaps have been a subordinate. Often these people simply need the opportunity. Using a football analogy, Vince Lombardi was an assistant coach with the New York Giants prior to being hired by the Green Bay Packers. Hence, we do not believe we should only consider those who have already held the position we are recruiting for.

**Step Two. Screening Interview.** Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether or not to consider them further.

**Step Three. Candidate Materials and Background Investigations.** For those that remain in consideration, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to prepare a written introduction to themselves as part of their preliminary background checks. This is done for several reasons. First, it allows the candidates to tell their own story and balance the negativity that is so often characteristic of the press. It also allows the City to evaluate the candidates written and communicative skills.

- **Candidate Disclosure Statement:** We will ask candidates if there is anything controversial in their background that we should be made aware of prior to further consideration. While it is unlikely that we find anything not previously publicized in the press, we believe redundant checks offer superior security for our client.

- **Interviews of References:** We tell the candidate with whom we wish to speak. These might include current and former Council Members, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate’s list. Typically, we reach eight to ten people and prepare a written summary of each conversation.

- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for any litigation at the county and federal level; and bankruptcy and credit.

- **Search the Internet and Newspaper Archives:** Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate’s relationship with the public and the governing body. Of course, not all news sources are unbiased and we consider that in our evaluation. This step is conducted in order to quickly discover candidates with problems in their backgrounds and eliminate them.
II. Project Understanding and Approach (Continued)

- **Verification of Education**: We also verify claimed educational degrees to assure the candidate is being totally forthright.

- **Verification of Work History**: We verify employment for the past fifteen years.

*Note*: We firmly believe that all background work we have outlined above should be completed early in the process. That way the client knows the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once our client has made a selection, it can move forward promptly, negotiate a contract and make an announcement.

**Task Five: Preparation and Presentation of Candidate Materials**

For the selected candidates, CB&A will compile the information we have developed into a complete written report for each recommended candidate. Specifically, this information will include: the candidates’ resumes, introductions, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into), and some logistical information. The preceding information will be forwarded to you electronically.

The goal in conducting these checks is to develop a clear picture of the candidates and to determine which best meet the criteria established in Phase I. Each of the avenues we pursue adds a piece of the puzzle. We will crosscheck sources, search for discrepancies, and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the situation reported to the City, with the City’s concurrence, the candidate will be dropped from further consideration.

**Task Six: Finalist Selection**

Approximately a week after the City has received the candidate materials, CB&A will meet with the City to discuss our findings and make a final determination concerning who will be invited to interview. The goal is to select four to six candidates to interview.

**Task Seven: Notify All Candidates of Their Status**

We will notify the selected candidates by telephone and give them the opportunity to ask additional questions. CB&A will also contact those not selected to advise them of their status. Part of the notification will include advice concerning the candidates’ resume and/or cover letter so, even though they were not selected to go forward, they will have gained something valuable from participating in the process.
II. Project Understanding and Approach (Continued)

Phase IV: Coordinate the Interview Process and Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an interview/assessment process for the City’s review including means to evaluate the candidates’ communication skills, interpersonal skills, and decision-making skills. As part of the process, we will recommend the City observe the finalists in a number of settings. We will also recommend you invite the finalists’ spouses so they can spend time in and evaluate your community. We have modified the interview schedule we are currently using in Gainesville, FL, for its city manager search and included it as Appendix G. We have modified it to include interview panels by citizens and staff. Note: We could incorporate more than one community panel if desired.

Day #1: The finalists are given a tour of the community and its facilities by a knowledgeable staff member. Later, senior staff members meet briefly with the candidates. This opportunity allows the finalists to ask questions and the City to assess the candidates in a social setting. Still later, a reception is held with the finalists, elected officials, and the public.

Day #2: Beginning at approximately 8:15 a.m., the Mayor and selected members of the City Council meet for a light continental breakfast. They then conduct one-on-one interviews in a found robin fashion. See the sample schedule for more details. At 12 noon a light lunch will be served after which the remaining members of the City Council will interview the finalists one-on-one. Note: We believe these interviews are critical to the selection process. They help the members of the elected body and the finalists determine if chemistry exists between them. If that chemistry does not exist, the selected candidate will ultimately fail as your City Manager.

Day #3: Beginning at approximately 8:45 a.m., the Mayor, Council Members, finalists, citizen’s panel members, staff panel members will gather for a light continental breakfast. After discussing procedures, the Mayor and Council as well as the two panels will conduct 50 minute interview with each of the selected finalists.

At the end of the interviews, the panels will report their comments and observations to the Mayor and Council. These comments will be made in a qualitative, as opposed to quantitative way. The danger in rankings is the elected body may rank one candidate very highly while the panels do not. Should that happen, it could be very awkward. Additionally, it may discourage the candidate the elected body wants to select.

It is important to remember the selection of the City Manager is a decision the elected body makes and is responsible for – not the staff or residents. If the manager fails, few members of staff or the citizen’s panels will remember (or admit) they recommended the individual. Instead the elected body will receive the credit or blame.

Task Nine: Debriefing and Selection

Once the interviews have concluded and the panels have made their reports, CB&A suggests the elected officials meet to discuss the next steps and to consider making a selection. If questions exist, we will be happy to answer them or conduct additional research as necessary.
II. Project Understanding and Approach (Continued)

If the elected body is not comfortable making a decision (and it may well not be), it will meet again several days later to make the decision.

Once the selection has been made, CB&A will notify the finalists of their status. Candidates are eager to know and we feel it is important to keep them informed.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

Should the City wish, we will assist in the employment agreement / compensation negotiations. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We want to be responsive and to assist in any way we can.

The City’s Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals, and incidentals for the interview weekend.

The City should also plan to provide the following information, if it is not available on the City’s website, to each of the finalists: the current year budget, an organizational chart, the latest completed audit and management letter, any current strategic and long range plans, a copy of the City Charter, any job descriptions and other materials defining the role and duties for the position, and any evaluations of the organization completed in the last year.

These are the only obligations and responsibilities the City is expected to assume in the recruitment process.
II. Project Understanding and Approach (Continued)

Project Schedule

The following is the project schedule we suggest for this recruitment and one we could use for this recruitment. We realize the schedule may need to be adjusted to accommodate the Mayor’s and City Council Members’ availability.

Phase I: Needs Assessment / Information Gathering

October 15th: CB&A begins meeting with the City Officials and other suggested stakeholders to understand the job and its challenges. We anticipate the meetings will also be held on October 16th.

October 23rd: CB&A submits the draft of the full recruitment profile to the City for its review. Comments will be due back on October 28th.

Phase II: Recruiting

October 31st: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,800 local government professionals.

December 2nd: Closing date for submission of applications.

December 6th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

December 30th: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates’ resumes and introduction as well as the results of our reference, background and Internet/newspaper archives checks.

January 6th: City selects candidates for interviews.

Phase IV: Interview Process Coordination and City Manager Selection

January 15th: City holds tour and reception for the finalists.
January 16th: One-on-one Interviews with Mayor and City Council Members
January 17th: Mayor and City Council meet together to conduct interviews and possibly select the next City Manager
January 22nd: City selects its next City Manager if a decision has not already been made.

Phase V: Negotiation, Warranty & Continuing Assistance

Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.
Some of CB&A Clients…

City of Albany, GA
City Manager

City of Ankeny, IA
City Manager

City of Auburn, AL
City Manager

City of Bellevue, WA
City Manager
III. Proposed Project Staff

Project Team and Involvement

Colin Baenziger & Associates is an experienced recruiting firm which strongly believes that the majority of the search work should be conducted by one knowledgeable person. Colin Baenziger will be that person—he will serve as your project manager. He will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. In addition to twenty-one years as a consultant, Mr. Baenziger spent ten years in government as a senior manager. Overall, he has been the firm’s Project Manager for more than one hundred and twenty-five city and county manager searches. Prior to starting CB&A, he spent over 20 years hiring key staff.

David Collier, senior vice president, will be the Deputy Project Manager and support for Mr. Baenziger. Mr. Collier will assist in virtually every aspect of the search effort but will focus on the search for strong candidates and candidate evaluation. Before joining CB&A as a recruiting in 2006, he had over 30 years of experience as a senior level local government manager in several states and in that capacity hired many key staff. He earned his Bachelor of Arts degree in economics and his Master’s degree in public administration from the American University in Washington, D.C. He is a past president of the Maryland City Managers Association and the Florida Association of County Administrators.

Rick Conner, vice president, will serve as the recruitment manager and assist with the identification and screening of candidates. He has over 30 years of in local government and in executive recruiting. He earned Bachelors of Science Degrees in Business Administration and Engineering from the University of Missouri.

Lynelle Klein, vice president for operations, will be responsible for coordinating the advertising and production of the materials we will present to you as described in the Recruitment Approach.
Colin Baenziger, M.P.A.

Colin Baenziger is a student of local government and responsible for the executive recruitment functions at Colin Baenziger & Associates. Over the years, he has worked with a number of cities on recruitments and on management, operational, and organizational issues. As a former manager and someone who actively consults with governments, he understands what it takes to do the manager’s job effectively. Furthermore, because he is active in a number of professional associations, he knows many of the nation’s managers on a first-name basis.

Some of Mr. Baenziger’s searches for local governments include:

- City Manager, Coral Gables, FL (population 42,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Fife, WA (population 8,200)
- City Manager, Fayetteville, NC (population 208,000)
- Village Manager, Key Biscayne, FL (population 11,000)
- Economic Development Director, Loudoun County, VA (population 326,000)
- Community Development Director, Miami, FL (population 373,000)
- Borough Manager, Matanuska-Susitna Borough, Alaska (population 88,000)
- City Manager, Mount Dora, FL (population 12,000)
- County Manager, Clackamas County, OR (population 380,000)
- City Manager, Palm Coast, FL (population 51,000)
- City Manager, Portland, ME (population 65,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, Tacoma, WA (population 200,000)
- General Manager, Tampa Bay Water Authority (serving a population of 2.4 million)
- County Manager, Union County, NC (population 290,000)

Other recent efforts include a strategic planning session for the Florida Association of Special Districts, an operational review of Tamarac’s water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County Water, development of an automated system to pay royalties to featured recording artists for the Recording Industry Association of America, and a review of financial procedures for a division of the Marriott Corporation.

Mr. Baenziger has a master’s degree with distinction in public administration from Cornell University’s Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association. He has also been called upon frequently to speak at conferences of the Utah and Florida City/County Managers’ Associations, and the Florida Public Personnel Association.
III. Proposed Project Staff (continued)

Dave Collier, M.P.A.

Before joining CB&A in 2006, Dave Collier spent over 30 years of management experience in county and city government. Since there is not much that he has not seen previously, Dave quickly produces efficient and effective solutions to problems for his clients.

One of Dave’s specialties is executive search. With his many years of experience, he can quickly separate the wheat from the chaff and find the right person to join your senior staff or be your department head. He also has successfully conducted organizational reviews, sessions in team building and strategic planning workshops. Just as importantly in this day and age of the pressure to lower taxes, he has developed strategies and action plans for coping with the tough financial problems that local government often experience.

Dave has overseen the recruitment and selection of:

- County Manager, Brevard County, FL,
- City Manager, Coral Gables, FL,
- City Manager, Cape Canaveral, FL,
- City Manager, Dania Beach, FL,
- City Manager, North Miami, FL,
- City Manager, Orange City, FL,
- City Manager, West Melbourne, FL,
- City Administrator, West Park, FL,
- Finance Director for Tamarac, FL, and
- Environmental Resources Director for St. Lucie County, FL.

While serving as City Manager of Stuart, Florida for 14 years, he improved the professionalism of City Department Heads and staff through an emphasis on professional development and team building. He also used his hands-on management style to emphasize the need for effective project management and maintaining tight timelines in order to show citizens that the city government was effectively managed and had a strong commitment to its customers. Prior serving in Stuart, Dave was a County Manager in Florida, Kansas and Michigan. He also has extensive experience in local government consulting.

Mr. Collier earned his Bachelor of Arts degree in Economics and his Master’s degree in Public Administration from the American University in Washington, D.C. He was a member of the International City/County Management for over thirty years, served as President of the Maryland City Managers Association and the Florida Association of County Administrators. Mr. Collier is involved in his community as a member of the City of Stuart’s CRA Advisory Board and as a Director of Stuart’s Main Street Association.
III. Proposed Project Staff (continued)

Rick Conner, P.E.

Rick Conner is a recent addition to CB&A’s strong cadre of municipal operations experts. With over 30 years of management experience in local government, he has seen it all and done most of it. He possesses keen analytical skills and the ability to slice through critical issues. As a result, he is another outstanding weapon in the firm’s arsenal of experts. His years in local government and his many licenses and certifications help him to judge talent quickly and effectively.

In addition to his experience as a City Manager, Rick’s previous positions such as a Public Works Director, gives him an excellent perspective of the needs of local government operations and staffing.

Prior to joining Colin Baenziger & Associates in 2012, some of the top leadership positions that Rick has held include:

- City Manager of Sunny Isles Beach, Florida,
- City Manager of Portland, Texas,
- City Manager of Marble Falls, Texas,
- Public Works Director of Nashville/Davidson County, Tennessee, and
- Public Works Director of Bryan, Texas

While serving in these positions, Rick received national recognition for his Customer Service programs. Over his career, Mr. Conner has been involved in a variety of recruitments. Some of these include:

- City Manager, Fayetteville, NC,
- City Manager, Sarasota, FL,
- City Manager, Cocoa Beach, FL
- Chief Executive Officer/General Manager, Des Moines (IA) Water Works,
- Finance Director/Procurement Officer for a bedroom community to Corpus Christie, TX,
- Accounting Director for a medium size West Texas city
- Police Chief for a Florida barrier island community,
- Water and Wastewater Director for a medium size, central Texas city,
- Airport Fixed Base Operator for a Texas university community, and
- Airport Manager for a medium size Texas university city.

Rick holds a Bachelor of Science in Business Administration and a Bachelor of Science in Civil Engineering from University of Missouri. He also worked towards Masters Degrees in both Math and Civil Engineering before joining the work force. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas.
III. Proposed Project Staff (continued)

Lynelle Klein

Vice President for Operations

Ms. Klein is a skilled professional with a wealth of public and private sector experience. Her particular expertise is in special projects, compensation surveys, and background checks for our executive search candidates. She feels that each client must be properly served, and that can only be done by devoting her utmost attention to their particular concerns and by finding creative ways to solve their problems. In her book, the client comes first.

Since beginning her working relationship with Colin Baenziger & Associates in 2010, Ms. Klein has been involved in virtually every executive search the firm has conducted.

Some of the more notable searches in which she has played a key role include:

- City Manager, Delray Beach, FL (64,100)
- City Manager, Doraville, GA (population 8,500)
- City Manager, Indianola, IA (population 14,800)
- Police Chief, Farmington, NM (population 45,000)
- City Manager, Leesburg, FL (population 21,000)
- City Manager, Mill Creek, WA (population 18,800)
- City Manager, Miramar, FL (population 122,000)
- City Manager, Norwich, CT (population 40,300)
- City Manager, Seminole, FL (17,800)
- City Manager and Finance Director Sunnyside, WA (population 16,000)
- City Manager, Winchester, VA (population 16,000)
- County Manager, Alachua County, FL (population 253,500)
- County Administrator, Clackamas County, OR (population 383,900)
- County Administrator, James City County, VA (population 70,500)
- County Manager, St. Lucie County, FL (population 283,900)
- County Administrator, York County, VA (population 66,300)
- County Attorney, Fulton County, GA (population 992,000)
- Director, Growth Management, Collier County, FL (population 340,000)
- Solid Waste Director City of Tampa, FL (population 347,000)

Ms. Klein’s prior employment was primarily in the private sector. For over 15 years she provided contract financial and administrative services to companies who did not require full time office staff. Some of her clientele included TLC Cabulance, Clear and Clean Pool Service, Elizabeth Fountain Interiors, a published author and a landscaping company. Ms. Klein has an Associate’s Degree from Brigham Young University.
More CB&A Clients…

City of Deltona, FL
City Manager

City of Fort Smith, AR
City Manager

City of Melbourne, FL
City Manager
Assistant City Engineer
Police Chief

City of Portland, ME
City Manager
IV. References

City Manager, Ankeny, IA (population 45,600)

Contact: Mayor Gary Lorenz at (515) 371-2141 or, GaryL@ljmd.com or glorenz@ankenyiowa.gov

CB&A began work on April 25, 2013, to find the City’s next City Manager. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting through background checks, and recommending finalists for the county to interview. After careful deliberation, the City selected David Jones, formerly County Administrator for Polk County, IA, on August 7, 2013. Mr. Jones remains with the City.

City Manager, Bellevue, WA (population 126,400)

Contact: Council Member Conrad Lee at (425) 452-7810, or clee@bellevuewa.gov

Bellevue is located just east of Seattle and is one of the nation’s premier cities. It is home several major corporations and offers a very high quality of life. CB&A began its work in August 2013. It included extensive input from the elected officials, the public and Bellevue staff. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews we originally scheduled to take place in December but three of our five finalists dropped at the last minute and we felt we needed to redo the search. We started again after the first of the year. The Council Members were very pleased with the results and the caliber of the second group of finalists. They selected Bellevue Deputy City Manager Brad Miyake in early April. Mr. Miyake remains with the City.

City Manager, Homestead, FL (population 62,000)

Contact: Councilmember Jon Burgess at (305) 281-6727, or JBurness@cityofhomestead.com

CB&A began its work on September 2, 2010 and was asked to perform an expedited search the City’s next City Manager. We quickly went to work and conducted a national search, screening interviews and thorough background checks. We also oversaw the interview and selection process. Interviews were held on November 4th with George Gretzas, formerly the City Manager of Fort Lauderdale selected on November 5th. Mr. Gretzas remains with the City.
**County Administrator, James City County, VA (population 70,500)**

**Contact:** Board Chair Michael Hipple at 757-634-9895 or michael.hipple@jamescitycountyva.gov

James City County has a long and storied history and is home to colonial Williamsburg, VA. CB&A was hired in March 2014 to find the County’s next County Administrator. We were asked to search for someone knowledgeable of local government but who specifically knew how to maximize operational efficiency and effectiveness. Our work involved searching the nation for just the right candidate. When we did not find just the right candidate after our first search effort, we restarted the process. Beyond seeking the best candidates, our work involved candidate screening, complete and thorough background checks, and coordinating the interviews and selection process as well as providing advice concerning the contract. On July 29th, the County Board of Supervisors selected Mr. Bryan Hill, then Deputy County Administrator for Beaufort County, SC. Mr. Hill was recently appointed County Manager for Fairfax County, VA.

**Borough Manager, Matanuska-Susitna Borough, Alaska**

**Contact:** Human Resource Manager Sonya Conant at (907) 861-8432, or sconant@matsugov.us

Matanuska-Susitna Borough is a county located in Alaska just north of Anchorage. Its largest cities are Palmer and Wasilla. After the Borough attempted to recruit its next Borough (County) Manager itself and failed, it retained CB&A. We were asked to complete the work within 60 days and commenced our effort with a site visit beginning on December 27, 2011. We concluded our recruitment effort on January 21st. Initial video conference interviews of six top candidates took place on February 18th. Final interviews, where the top two candidates came to the Borough, occurred on February 26th. John Moosey, the County Administrator of Chisago County, MN, was selected on the 26th and he signed a contract with the Borough that evening. Mr. Moosey remains with the Borough.
IV. References (Continued)

City Manager, City of Roanoke, VA (population 96,000)
Contact: Mayor Sherman Lea at (540) 330-6015, or mayor@roanokeva.gov
Former Council Member Court Rosen at (540) 420-3473, or crosen@smithpackett.com
City Clerk Stephanie Moon at (540) 853-2541 Stephanie_Moon@roanokeva.gov

CB&A was hired in early September 2009 to find Roanoke’s next City Manager. Roanoke is the cultural and commercial hub of southwestern Virginia. One of its primary employers is the Carilion Clinic with almost 8,000 employees. We were asked to identify someone with a strong background in finance and redevelopment. In preparation for the recruitment, we had five meetings to solicit public input (two with the public at large, one with the business community, one with the neighborhoods, and one with the education, social services and non-profit community). We also had a separate meeting with the media. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing a small amount of assistance with the contract negotiations. Christopher Morrill, formerly the Assistant City Manager for Savannah, GA, was selected in early December 2009. Mr. Morrill was hired as the Executive Director of the GFOA in 2017. CB&A was retained to find his replacement and Bob Cowell, formerly the Deputy City Manager for Amarillo, TX, was selected. We have also assisted the City in finding a City Attorney, a Finance Director, an Economic Development Director, a Human Resources Director and a Planning, Building and Development Director. Mr. Cowell remains with the City.

City Manager, City of Savannah, GA (population 96,000)
Contact: Mayor Eddie DeLoach at (912) 210-1722, or edeloach@savannahga.gov
Search Committee Chair and Alderman Van Johnson at (912) 604-4104, or AldermanJohnson@aol.com,
City Attorney Brooks Stillwell at (912) 525-3092, or BStillwell@Savannahga.gov

CB&A was hired in late April 2016 to find Savannah’s next City Manager. We were asked to identify someone with a strong background in working on redevelopment and social issues (specifically, generational poverty). Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing a small amount of assistance with the contract negotiations. Roberto Hernandez, formerly the Deputy County Manager of Broward County, FL, and Fulton County, GA, was selected in early August.
CB&A began work on January 5, 2015, to find the County’s next **County Administrator**. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting through background checks, and recommending finalists for the county to interview. After careful deliberation, the County selected Neil Morgan, formerly City Manager of Newport News, VA, on April 3, 2015.

**Candidate References**

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from four of those candidates.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Manager/County</th>
<th>City/County</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dale Martin</td>
<td>City Manager</td>
<td>Winchester, CT</td>
<td>(904) 557-5047 <a href="mailto:dmartin@fbfl.org">dmartin@fbfl.org</a></td>
</tr>
<tr>
<td>Eden Freeman</td>
<td>Assistant City Manager</td>
<td>Sandy Springs, GA</td>
<td>(540) 667-1815 <a href="mailto:citymanager@winchesterva.gov">citymanager@winchesterva.gov</a></td>
</tr>
<tr>
<td>Bryan Hill</td>
<td>Deputy County Administrator</td>
<td>Beaufort County, SC</td>
<td>(843) 368-7458</td>
</tr>
<tr>
<td>John Salomone</td>
<td>Town Manager</td>
<td>Newington, CT</td>
<td>(860) 539-8906 <a href="mailto:cmoffice@cityofnorwich.org">cmoffice@cityofnorwich.org</a></td>
</tr>
</tbody>
</table>
V. Fee and Warranty

Fee

CB&A offers a firm, fixed price of $29,500, which includes all expenses, except the costs associated with bringing the finalists to interview with the city (travel, meals, hotel etc.), and those associated with all consultant travel, meals, and lodging. Bills (including travel costs) will be rendered as the search progresses and due at the end of each Phase as indicated below:

We will bill the fee as the phases are completed and according to the following schedule:

<table>
<thead>
<tr>
<th>Requested Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I: Needs Analysis / Information Gathering</td>
<td>$4,000</td>
</tr>
<tr>
<td>Phase II: Recruiting</td>
<td>11,000</td>
</tr>
<tr>
<td>Phase III: Screening</td>
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</tr>
<tr>
<td>Phase IV: Interview Process Coordination and Selection</td>
<td>3,500</td>
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<tr>
<td>Phase V: Negotiation and Continuing Assistance</td>
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</tr>
<tr>
<td><strong>Firm, Fixed Fee Total</strong></td>
<td><strong>$29,500</strong></td>
</tr>
</tbody>
</table>

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of $150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have neither billed nor requested additional funds beyond our originally quoted fee even when we have been entitled to it.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided the City instructs us with conducting a full search (Phases I-V) and assuming it selects from among the candidates we recommend, we warrant the following:

1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the cost of its expenses only.
3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.
Jennifer Lin, HR Division Manager  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201  

Dear Ms. Lin:  

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations across the country. The firm was originally established as Public Management Partners in 2001, a firm specializing in local government consulting and executive search services in the Midwest. Since then, we have been providing our clients across the country with the best thinking and execution in executive search and management consulting.

We are pleased to submit this proposal for Executive Search Services for the City Manager recruitment. Our project team for the City of Evanston comprises skilled professionals, seasoned in local government management with search experience across the country. Our team has completed over 150 searches and has had significant success working with organizations to identify and retain ideal candidates who meet each organization’s unique set of needs and expectations. We are confident our approach will result in a successful leader for the organization.

Our firm has the necessary staff, expertise, resources, and abilities to conduct this recruitment and provide exceptional service to the City. We are a national, women-owned firm, with employees who have served as leaders in some of the best local governments across the country. Our clients receive personal service from our consultants. Our mission is to strengthen communities, and we do this by helping them find the best leaders to help move their organizations forward.

We look forward to the opportunity to serve the City of Evanston. Please contact Catherine Tuck Parrish, our executive search practice leader, at (240) 832-1778 or ctuckparrish@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak  
President
Table of Contents

*Introduction to The Novak Consulting Group* ................................................................. 1

*Executive Search Strategy* ............................................................................................ 2

*Experience* ....................................................................................................................... 3

*Recruitment Team* .......................................................................................................... 5

*Work Plan* ....................................................................................................................... 9
  Recruitment Timeline ....................................................................................................... 11

*Cost for Services* ............................................................................................................ 11
  Service Guarantee .......................................................................................................... 11

*Attachment A – Recruitment Timeline*
Introduction to The Novak Consulting Group

For nearly a decade, a highly-respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years, the firm’s founding partners built a sizeable client base of predominantly local governments and nonprofit organizations in the Midwest.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia built upon Public Management Partners’ reputation for innovation and results while expanding the company’s services nationwide. Her company meets a wider range of needs, consulting with governments in the areas of public works, public safety, human resources, finance, planning, IT, and more. We provide our clients with the best thinking and execution in organizational design, development, and improvement. Our services include:

- Strategic Planning
- Organizational Assessment
- Executive Search

The Novak Consulting Group provides unparalleled service to our clients. Leaders in local governments and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice with the personal attention you expect.

- **Niche expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We’re consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.
- **Flexibility to serve you better.** We employ a small core staff of senior-level consultants and draw from our pool of subject matter experts when their expertise can help us serve you better. The result? A highly nimble, more efficient approach to giving you the services you need, when you need them.
- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They’ve served in a wide range of positions, from city manager to public works director to director of management information systems.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, we offer exceptional service from senior-level consultants.

The Novak Consulting Group is a women-owned firm led by President Julia Novak. The firm is staffed with local government professionals, including full-time associates and subject matter specialists. The firm is headquartered in Cincinnati, Ohio with staff based in Washington, D.C, California, Florida, Kansas, New Hampshire, North Carolina, Tennessee, and Wisconsin.
Executive Search Strategy

When organizations need to fill key positions, they turn to The Novak Consulting Group and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success. The Novak Consulting Group's approach to our executive search services comprises three key phases.

1. Inquiring, Understanding, and Defining
   Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search must accomplish. We will identify qualifications and requirements, as well as map out the new hire’s first-year goals, so both our client and the employee remain on the same track for success. We will build an accurate position profile, thus ensuring we attract the right people for the position.

2. Candidate Search and Evaluation
   To reach the right candidates, The Novak Consulting Group customizes each search process to fit the client’s needs. Often, the professionals who best fit an open position are already employed and not searching for a traditional job posting. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. We have been successful in identifying a candidate pool that is racially, ethnically, and gender diverse. We are committed to providing equal opportunities for everyone, so we work closely with several organizations that support this goal. We advertise in national publications that target minorities and women, including the National Forum of Black Public Administrators (NFBPA) and the League of Women in Government. In our recruitments, highly qualified women and minorities earn placement, with 37% of our searches resulting in female hires and 23% of our searches resulting in minority hires. Once the right candidates are found, we help manage the hiring process from interviews to background checks. Our in-depth service empowers clients to achieve their goals at every step.

3. Supporting Success
   We support the top candidate’s long-term success by creating a goals-driven work plan actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for their first year. We follow up to ensure continued progress, productivity, and satisfaction for the employee and our client.

We take a tailored, goals-based approach to each recruitment. By looking beyond the hiring process, our holistic view ensures that each candidate will fit the role, as well as the organization. In the end, we are not just looking for a successful professional; we are finding the right employee to be successful in their new position long after they are hired.

Our executive recruitment and management consulting experiences have allowed us to work with public and nonprofit organizations across the country and provided us with a wide national network. Through our connections, we can identify a broad diversity of qualified candidates in terms of race and ethnicity, gender, jurisdiction size, complexity of organization, and region of the country.
Experience

The Novak Consulting Group is uniquely positioned to perform this recruitment because of our knowledge of local government and extensive network across the nation. Included with this proposal is a list of all our executive recruitment clients. The following table lists a few comparable recruitments we have recently conducted and references for each of them.

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of Fairfax, Virginia</strong></td>
<td><strong>Robert Stalzer</strong>, City Manager (703) 385-7850 <strong><a href="mailto:rob.stalzer@fairfaxva.gov">rob.stalzer@fairfaxva.gov</a></strong></td>
</tr>
<tr>
<td>• City Manager</td>
<td><strong>Sara Greer</strong>, Personnel Director (703) 385-7993 <strong><a href="mailto:Sara.greer@fairfaxva.gov">Sara.greer@fairfaxva.gov</a></strong></td>
</tr>
</tbody>
</table>
| • Police Chief                | 10455 Armstrong Street
                                    Fairfax, VA 22030                                                                   |
| **Fairfax County, Virginia**  | **Catherine Spage**, Human Resources Director (703) 324-3267 **Catherine.Spage@fairfaxcounty.gov** |
| • County Executive            | **Sharon Bulova**, Chairman (703) 324-2321 **chairman@fairfaxcounty.gov**            |
| • Deputy County Executive     | 12000 Government Center Parkway, Suite 270
                                    Fairfax, VA 22035                                                                  |
| **Loudoun County, Virginia**  | **Tim Hemstreet**, County Administrator (703) 777-0200 **Tim.hemstreet@loudoun.gov**|
| • Assistant County Administrator | **John Sandy**, Assistant County Administrator (703) 777-0200 **John.sandy@loudoun.gov** |
| • Assistant Director of Human Resources | **Jeanette Green**, Human Resources Director (703) 777-0200 **Jeanette.Green@loudoun.gov** |
| • County Attorney            | 1 Harrison Street, S.E.
                                    P.O. Box 7000
                                    Leesburg, VA 20175                                                                 |
<p>| • Director of Animal Services | (703) 777-0200                                                                 |
| • Director of Economic Development |                                                                                   |
| • Director of Family Services |                                                                                   |
| • Director of Mapping and Geographic Information |                                                                                   |
| • Director of Parks, Recreation and Community Services |                                                                                   |
| • Director of Planning and Zoning |                                                                                   |
| • Finance Director           |                                                                                   |
| • Mental Health, Substance Abuse, and Developmental Services Director |                                                                                   |
| • Planning and Zoning Director |                                                                                   |
| • Systemwide Fire Chief      |                                                                                   |</p>
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<tr>
<td>City of Rockville, Maryland</td>
<td>Bridget Donnell Newton, Mayor</td>
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<td></td>
<td>111 Maryland Avenue</td>
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<td></td>
<td>Rockville, MD 20850</td>
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<tr>
<td></td>
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<td><a href="mailto:bnewton@rockvillemd.gov">bnewton@rockvillemd.gov</a></td>
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<tr>
<td>City of Chesterfield, Missouri</td>
<td>Bob Nation, Mayor</td>
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<tr>
<td></td>
<td><a href="mailto:bnation@chesterfield.mo.us">bnation@chesterfield.mo.us</a></td>
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<td>Mike Geisel, City Administrator</td>
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<td></td>
<td><a href="mailto:cityadministrator@chesterfield.mo.us">cityadministrator@chesterfield.mo.us</a></td>
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340 of 1253
Recruitment Team

Executive Search Practice Leader Catherine Tuck Parrish - Catherine has more than 25 years of experience serving local governments, in direct service or as a consultant. Catherine leads our search practice and has conducted over 150 searches for city manager/administrator; police chief; fire chief; directors of public works, planning, economic development, finance, human resources, and human services; and many other key positions in local governments across the country. Catherine was the deputy city manager in Rockville, Maryland where she oversaw approximately half of the City's 500+ employees. She is also familiar with large organizations since she worked in the County Executive's Office in Fairfax County, Virginia, and previously served as ICMA's Ethics Advisor.

Senior Associate Jenn Reichelt - Jenn joined The Novak Consulting Group in 2016 following 16 years of direct service to local governments in Glendale, Arizona and Great Falls, Montana. Jenn brings extensive experience in the areas of human resources management, employee and community engagement, tourism and branding, and public information. In her roles, she has overseen several municipal operations including a human resources department, City Clerk's Office, Civic Center, performing arts center, visitor center, Convention and Visitors Bureau, and animal shelter. As deputy city manager, she was directly involved in the selecting, hiring, and onboarding of key personnel including department directors and also oversaw collective bargaining, mediation, conflict resolution, employee counseling, and discipline issues. Jenn assists with both the organizational assessment and executive search practice areas of the firm. She has supported or led national searches for city managers, fire and police chiefs, and department directors.

Recruitment Specialist Morgan Daniel - Morgan serves The Novak Consulting Group as a Recruitment Specialist. In this role, she develops content for recruitment materials, strategizes targeted outreach, conducts research, and analyzes data. Prior to coming to The Novak Consulting Group, she was an intern to the assistant city manager in Miamisburg, Ohio, where she had the opportunity to work directly with several city departments. Morgan has a bachelor's degree in crime and justice studies from Wright State University and is working on her master's in public administration.

Their complete resumes follow.
Catherine Tuck Parrish, Executive Search Practice Leader

Catherine has over 25 years of management experience working for local governments of all sizes, nonprofit organizations, and associations. She leads The Novak Consulting Group’s executive search practice. She has conducted over 150 searches for manager/administrator; police chief; fire chief; directors of public works, planning, economic development, finance, human resources, and human services; and many other key positions in local governments across the country.

In addition to executive recruitment, she has facilitated numerous governing body workshops, staff retreats, and strategic planning sessions. Her work as a consultant includes project management and contributions to several local government projects such as process improvement studies, departmental assessments, planning and permitting process reviews, and policy development.

Catherine’s most recent local government experience was as deputy city manager in Rockville, Maryland where she oversaw parks and recreation, human resources, information technology, finance, neighborhood resources (citizen engagement), communications, customer service, and intergovernmental functions. She also served as acting city manager in Rockville for nearly a year. Prior to joining the City of Rockville, Catherine served as assistant to the county executive in Fairfax County, Virginia working on change management issues including a new pay system, employee surveys, implementation plans, and internal communication improvements. Catherine also served as ethics advisor at the International City/County Management Association (ICMA), counseling elected officials and citizen groups regarding employment agreements, form of government issues, and recruitment. Additionally, she worked for the cities of Denton and University Park, Texas.

She chaired the ICMA’s Acting Manager Task Force, which produced a handbook for interim managers. She also led the Maryland City/County Management Association (MCCMA) as president and vice president. She served as president, vice president, and secretary of the Metropolitan Association of Local Government Assistants in the Washington, D.C. metro area. Catherine has spoken at national and state conferences on a variety of topics, including recruitment trends, civility, effective councils, ethics, forms of government, human resource topics, long-term financial planning, budget strategies, developing high performing organizations, and leadership. She has also spoken at the National League of Cities’ Leadership Training Institute on recruiting and evaluating the CEO. She is a certified instructor of the Myers-Briggs Type Indicator instrument.

She has a bachelor’s degree in personnel administration and communication studies from the University of Kansas and a master’s degree in public administration from the University of Kansas. She is an active member of ICMA and the MCCMA.
Jenn Reichelt, Senior Associate

Jenn has 18 years of management experience in local government and is currently a senior associate with The Novak Consulting Group. She joined the firm in 2016 and works in both the organizational assessment and executive search practice areas.

Jenn has assisted with 14 organizational and department reviews. While the assessments often examine all core services, Jenn’s areas of expertise include analysis of organizational structure, human resources, tourism/special events, and community development. Notable projects include a GoTriangle organizational assessment; a feasibility study for DuPage County that looked at combining the Election Commission and County Clerk’s Office; and a review of the Lee’s Summit Human Resources Department.

Jenn is actively involved in the firm’s executive search practice area. She has conducted searches for city manager/administrator; police chief; directors of public works, finance, human resources, planning, economic development, and human services; and many other key positions in local governments across the country.

She has a background in community engagement, public outreach, and media relations, as well as crisis and emergency management. Jenn has experience working with diverse stakeholders and helping groups reach consensus. Throughout her career, she has developed and implemented successful citizen outreach and communication plans for several community-wide initiatives.

Jenn has a wealth of knowledge in the areas of human resources management, employee counseling, conflict resolution, and labor relations. She is adept in collective bargaining, mediation, fact-finding, and arbitration processes.

Before joining The Novak Consulting Group in 2016, she served as deputy city manager for the City of Great Falls, Montana where she oversaw all human resources activities, including labor relations. She served as the City’s primary public information officer and managed the City’s five Tax Increment Financing Districts.

Prior to her tenure in Great Falls, she worked in Glendale, Arizona where she served as the deputy marketing and communications director. She led the City’s downtown redevelopment efforts, helped create the City’s first Convention and Visitor’s Bureau, and assisted in the development of Glendale’s Sports and Entertainment District. Jenn served as a city spokesperson and oversaw the City’s tourism, sports marketing, and branding campaigns.

Jenn earned a bachelor’s degree in business administration and a master’s degree in public administration from Northern Arizona University. She is an International City/County Management Association (ICMA) Credentialed Local Government Manager and a graduate of Leadership ICMA and the Weldon Cooper Center for Public Service Senior Executive Institute.

EDUCATION

• Master of Public Administration, Northern Arizona University
• Bachelor of Science, Northern Arizona University

PROFESSIONAL CERTIFICATIONS

• Certified Professional Manager, International City/County Management Association
• Lean Certification

INDUSTRY TENURE

• 18 years
• Consulting, 2 years
• Local Government, 16 years
Morgan Daniel, Recruitment Specialist

Morgan joined The Novak Consulting Group as a Recruitment Specialist in 2018. In this role, she develops content for recruitment materials, strategizes targeted outreach, conducts research, and analyzes data. Morgan also interacts directly with potential candidates and reviews applications for minimum and preferred qualifications.

Before coming to The Novak Consulting Group, she was an intern to the assistant city manager in Miamisburg, Ohio, where she had the opportunity to work directly with several city departments.

In Miamisburg, one of her main projects was to update the city’s website content to ensure that it was up-to-date and that citizens could easily find information. She also redesigned the city’s volunteer application form and eliminated unnecessary questions. Morgan researched and organized information for the city’s upcoming Charter Review Committee and helped prepare benefit materials for new employees.

Morgan has a bachelor’s degree in crime and justice studies from Wright State University. She is pursuing a master’s degree in public administration from the University of Nebraska and is an active member of ICMA.

EDUCATION

• Bachelor of Arts, Crime & Justice Studies, Wright State University
• Master of Public Administration, University of Nebraska (in progress)

INDUSTRY TENURE

• 1 year
• Local Government, 1 year
Work Plan

The following provides a detailed description of our work plan for the City Manager recruitment.

**Activity 1 – Develop Candidate Profile**

The Novak Consulting Group will begin this engagement by developing a clear picture of the ideal candidate for City Manager. We will begin by speaking with the Mayor and each Alderman individually then meeting with the entire Council. We will also talk to department directors and key staff and facilitate two focus groups to gather input from key stakeholders. We will discuss not just the technical skills needed for the position, but what makes for the right organizational fit in terms of traits and experiences.

Based on the information learned from our meetings, we will develop a recruitment plan that includes Illinois and the nation. We will prepare a position profile that is unique to the City of Evanston. The profile will identify the organization’s needs, the strategic challenges of the position, and the personal and professional characteristics of the ideal candidate. This document drives the recruitment. It focuses our efforts on the most capable candidates, and it helps us to persuade candidates to pursue the position.

We will also develop first-year organizational goals for the successful candidate. These goals will ensure that the applicants know what will be expected of them should they be hired, the City has thought about what they want the person to accomplish in the first year, and the successful candidate can hit the ground running with a work plan as soon as he/she starts. Once drafted, we will review the recruitment plan, position profile, and first-year goals with the Council. Modifications will be made as necessary before recruitment begins.

**Activity 1 Deliverables:** Detailed recruitment process documents, including recruitment plan, position profile, and first-year goals.

**Activity 2 - Conduct Active Recruitment and Screening**

As part of the recruitment plan, we will identify key states and metro areas to focus our targeted recruitment. We will pinpoint individuals and jurisdictions to reach out to directly through phone and email. We will also utilize social media (LinkedIn, Twitter, and Facebook) to broaden our reach. We have found that this combination of outreach is an effective way to reach top applicants, especially those who are not currently in the job market but may be willing to consider a move to an excellent organization like the City of Evanston. The Novak Consulting Group will prepare and place advertisements in state and national publications and online sites to attract candidates from throughout the United States. While this will be a national search, we will target our efforts to those key areas identified in the recruitment plan.

We will reach out to the applicants in our extensive database, as well as the prospective candidates we have targeted in previous recruitments for similar jurisdictions. We will also develop a list of additional candidates to pursue based on Evanston’s unique needs. Our outreach includes seeking well-qualified women and minorities and encouraging them to apply.

As soon as the advertisements are completed, we will begin the process of actively and aggressively marketing the position and identifying qualified candidates for assessment. The
process will identify networks, organizations, and publications, such as International City/County Management Association (ICMA), National Forum for Black Public Administrators (NFBPA), League of Women in Government, Illinois City/County Management Association (ILCMA), Illinois Municipal League (IML), and municipal leagues and state associations of city/county managers in the Midwest and other targeted metro areas, as identified in the recruitment plan.

As applications are received, we will acknowledge each one and keep applicants aware of the status of the process. The Novak Consulting Group will screen each applicant against the position profile and first-year goals. We will conduct interviews via phone or Skype with those who most closely meet the profile to learn more about their interest, qualifications, and experience for this position. A written summary of these candidates will be prepared and shared with the City. We will then meet with the Council to review the entire list (if desired), as well as the most qualified candidates who have the requisite skills, experiences, and traits needed for success in the position. Based on the Council’s direction, we will finalize a list of four to six candidates to invite for in-person interviews.

Activity 2 Deliverables: Placement of ads and job postings, targeted outreach to passive candidates, and candidate review materials including screening results and internet search

Activity 3 - Support Interviews and Selection
Each person you wish to interview will then be contacted again by The Novak Consulting Group. We will plan and facilitate a multi-step interview process specific to the City Manager position. The process could include a writing exercise, presentation, and other ways to see City Manager finalists in different settings. A book that contains customized interview questions and information about each of the candidates invited to interview will be provided to those involved in the interview process. We will also facilitate pre- and post-interview briefings.

We will coordinate the logistics of the process and provide the candidates with the details along with any travel policy requirements or other information. We will also work with a City contact to ensure a suitable venue is arranged for the interviews. Expenses for the candidates will be borne and reimbursed directly by the City.

The City will select the top candidate. The Novak Consulting Group can help make a well-informed choice by framing what we have learned about the candidates in the context of the position and its requirements. We will speak with candidates’ references to confirm the strength of their credentials. We will also review published information found in search engines, online publications, and social media. Reference and background checks will be performed on the top candidates, including but not limited to education, credentials, employment history, criminal background check, civil litigation check, and credit history.

The Novak Consulting Group also can assist in negotiating the employment offer. We will provide information about best practices in salary and total compensation, and we will have obtained information on the candidate’s salary history. We will keep candidates apprised of their status and release them at the appropriate time.

Activity 3 Deliverables: Interview book materials including references and background checks
Recruitment Timeline

Included as Attachment A is a draft timeline. We expect to review this with the Council during Activity 1 and adjust it as necessary as we develop the recruitment plan.

Cost for Services

The total fixed fee to complete the City Manager recruitment, as outlined in this proposal, is $24,500. This includes all professional fees and expenses for The Novak Consulting Group.

We estimate the following additional costs to the City, which would be billed at cost.

- Approximately $1,000-$1,500 for advertising
- Background checks for the top finalists estimated at $175-$500/finalist
- Travel for finalists' interviews will also be borne by the City.

The fixed fee would be invoiced as follows:

- One-third upon contract execution
- One-third after the candidate review meeting
- One-third after the interviews

Advertising and background checks will be invoiced as completed.

Service Guarantee

The duration of the service guarantee is two years. If the selected candidate leaves the position for any reason within two years of being hired, The Novak Consulting Group will conduct a new search for no professional fee. The City would only be billed direct expenses.
### Attachment A – Recruitment Timeline

<table>
<thead>
<tr>
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<th>Evanston, Illinois</th>
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</table>

**Activity 1 - Needs Assessment and Develop Candidate Profile**

1.1 Meet with City Council; discuss timeline and input process
1.2 Meet with department directors and key staff; facilitate two focus groups to gather input from key stakeholders
1.3 Develop position profile, recruitment materials and information packet for applicants, and recruitment strategy
1.4 Identify first-year goals for the position
1.5 Finalize recruitment plan, position profile, and first-year goals

**Activity 2 - Conduct Active Recruitment and Screening**

2.1 Develop and place ads
2.2 Conduct direct outreach to develop and cultivate candidates
2.3 Receive application materials
2.4 Communicate with candidates; provide updates to City Council
2.5 Conduct pre-screening of candidates; phone or in-person interviews with most qualified candidates
2.6 Review applicant pool and most qualified candidates with City Council and aid in narrowing top applicant group

**Activity 3 - Support Interviews and Selection**

3.1 Conduct reference and background checks
3.2 Facilitate interview process
3.3 Assist with negotiations, as desired
3.4 Inform all applicants of final outcome
strengthening organizations from the inside out

Our mission is to strengthen organizations, for those they serve and those who work in them. We are local government professionals, and we provide services tailored to local governments:

- Facilitation & Strategic Planning
- Executive Search
- Organizational Assessment & Optimization

See how we can help you solve your organization’s challenges. Visit TheNovakConsultingGroup.com or call 513-221-0500 today.
leadership expertise. exceptional service.

We offer our clients innovative thinking that strengthens organizations from the inside out. Our management consulting services combine the personal attention and flexibility of a small firm with the sophistication and senior-level expertise of a large firm.

Facilitation & Strategic Planning
Leading planning sessions for successful outcomes.

Managing group processes is equal parts art and skill. We've facilitated countless group exercises including staff retreats and goal setting conversations with governing bodies. We excel at navigating complex interpersonal dynamics within an organization to ensure its employees are aligned to carry out its vision.

Executive Search
Finding and developing strong leaders.

The quality of an organization’s leaders is critical to its health and long-term success. Executive search can be an invaluable service for both elected bodies hiring executive staff and CEOs filling high-level positions. Executive coaching develops leaders within an organization, not only enhancing their performance, but helping it retain talent throughout its ranks.

Organizational Assessment & Optimization
Maximizing efficiency and productivity.

Assessing and optimizing organizational performance is one of our core services. We evaluate operations at every level, from a single department to the organization as a whole.
Executive Search Process

1. **develop candidate profile**
   - Discuss needed skills and organizational culture
   - Develop recruitment plan and position profile
   - Develop 12-month goals

2. **conduct aggressive recruitment**
   - Identify target individuals and jurisdictions
   - Prepare and place advertisements
   - Leverage networks
   - Identify qualified candidates for assessment

3. **support selection**
   - Screen each applicant
   - Prepare candidate summaries
   - Develop interview process
   - Finalize candidate list
   - Facilitate interview and selection

**successful candidate**

351 of 1253
When you peel away the processes, products and services, what makes an institution last? Meaningful goals built off strong ideals — supported by the right people.

But goals and ideals are easily derailed if new employees aren’t properly prepared for success. Because in the end, finding great employees is one thing, but making the most of their abilities is another entirely.

At The Novak Consulting Group, we apply a holistic approach to Executive Search that focuses on long-term performance rather than short-term placement. Not only will we support your organization by finding the right people when you need them most — our diligent work and ongoing guidance will ensure their contributions are significant from day one.
When governing bodies and nonprofit organizations need to fill key positions, they turn to The Novak Consulting Group and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success.

### Selection and Retention Process

1. **Inquiring, Understanding & Defining**

   Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search must accomplish. We’ll identify qualifications and requirements, as well as map out the new hire’s six to twelve month goals, so both our client and the employee remain on the same track for success. We’ll build an accurate position profile, thus ensuring we attract the right people to the position.

2. **Candidate Search & Evaluation**

   To reach the right candidates, The Novak Consulting Group customizes each search process to fit the client’s needs. Often, the professionals who best fit an open position are already employed and not searching for a traditional job posting. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. Once the right candidates are found, we help manage the hiring process from interviews to background checks. Our in-depth service empowers clients to achieve their goals at every step.

3. **Supporting Success**

   We support the top candidate’s long-term success by creating a goals-driven work plan actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for their first year. Six to eight weeks after their placement, we follow up and conduct a job review to ensure continued progress, productivity and satisfaction for the employee and our client.

### The Novak Consulting Group Difference

Our consultants not only have experience in Executive Search, they’ve also had prior careers in many of the fields where we search for candidates. This combined expertise allows our team to deliver the best and brightest prospects through a goals-based approach. By looking beyond the hiring process, we take a holistic view that ensures each candidate will fit the role, as well as the organization. In the end, we aren’t just looking for a successful professional, we are finding the right employee to be successful in their new position long after they’re hired.
## Who We Work For

### Executive Search

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<td>City Manager, Director of Parks and Recreation</td>
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* candidate sourcing/screening

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<td>Communities that have hired more than once</td>
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### Massachusetts
- Franklin County
- Lexington
- Nantucket
- Pioneer Valley Planning Commission
- Westborough

### Michigan
- Ada
- Ann Arbor
- Ferndale
- Holland
- Jackson County
- Midland
- Novi
- Rochester Hills
- Saline
- Three Rivers

### Minnesota
- Cloquet
- Edina
- Northfield

### Missouri
- Chesterfield
- Clayton
- Lee's Summit
- Maryville
- North Kansas City
- Parkville
- Platte City
- Sikeston
- St. Joseph
- St. Louis County
- University City

### Montana
- Helena

### New Hampshire
- Keene

### New Jersey
- New Jersey Health Initiative

### New York
- Batavia
- Edgemont
- Ithaca
- Oneonta
- Rochester
- Wainscott

### North Carolina
- Albemarle
- Asheville
- Brevard
- Cary
- Greensboro
- Raleigh
- Swansboro
- Wake County
- Wilmington

### Ohio
- Beavercreek Township
- Blendon Township
- Blue Ash
- Centerville
- Cincinnati
- Clearcreek Township
- Cleveland Heights
- Delaware
- Delaware County
- Delaware County EMS
- Dublin
- Gahanna
- Granville
- Hilliard
- Hudson
- Jackson Township
- Miami Township
- Moraine

### Oklahoma
- Norman

### Oregon
- Bend
- Gresham
- Hillsboro
- Lane County
- Salem
- Wilsonville

### Pennsylvania
- Allentown
- Carlisle Borough
- Duquesne
- East Buffalo
- East Whiteland Township
- Farrell
- Ford City Borough
- Harrisburg
- Hazleton
- Lancaster County
- Lewisburg
- Nanticoke
- Reading
City Manager – Clayton, Missouri

How to Apply
Applications will be accepted electronically by The Novak Consulting Group at www.thenovakconsultinggroup.com. Applicants complete a brief online form and are prompted to provide a cover letter and resume with salary history. Open until filled with first review of applications on October 7, 2019.

Compensation
The expected hiring range for this position is $175,000–$198,000, depending on qualifications. The City of Clayton offers an excellent benefits package. Relocation and housing assistance will be part of the consideration of total compensation.

Please direct questions to Catherine Tuck Parrish at apply@thenovakconsultinggroup.com or 513-221-0500.

The Position
Clayton, Missouri, nationally recognized as one of the best places to live in the country and a leader in the St. Louis metropolitan area, is looking for its next City Manager. Through a united effort on the part of its residents, business community, and City government, a unique balance between a vibrant business community and premier residential living is sustained in the City of Clayton. The City serves as a second downtown to the St. Louis area, has exceptional schools, and is a truly special place to live and work. The City has a long history of good government, and has had highly capable, stable, political, and administrative leadership.

Serving at the pleasure of the Mayor and Board of Aldermen, the City Manager oversees the day-to-day operations of the organization, provides policy support to elected officials, manages the work of City personnel, and exercises budgetary and contractual control over the City’s revenue and expenses. The City Manager currently has ten direct reports, which includes the City Clerk, City Attorney, Director of Economic Development, Director of Finance and Administration, Director of Planning and Development, Police Chief, Fire Chief, Director of Public Works, Director of Parks and Recreation, and the Assistant to the City Manager.

The Organization
Operating under the council-manager form of government, the City of Clayton is governed by a Mayor and Board of Aldermen comprised of six Aldermen. The Mayor is elected on an at-large basis for a three-year term and the six Aldermen are elected from the City’s three wards to serve staggered, three-year terms. A City Manager is appointed by the Board of Aldermen to carry out the administration of the City’s day-to-day affairs.

The City’s FY 2019 all funds budget is $49.4 million, which consists of a general fund budget of $28.4 million and a capital improvement project (CIP) budget of $17.8 million. City staff includes 177.5 full-time and approximately 180 part-time employees divided amongst the City’s six departments—Administrative Services, Planning and Development Services, Police, Fire, Public Works, and Parks and Recreation.

The Mission of Clayton city government is to foster a vital, balanced community composed of outstanding neighborhoods, quality businesses, commercial and government centers, premier educational institutions, and a healthy, natural environment through an open, accessible, and fiscally responsible government.
In the 2019 community survey, residents expressed satisfaction with city services. A few standout ratings include the following:

- **91%** of residents surveyed were very satisfied or satisfied with the city’s overall quality of life.
- **92%** of residents surveyed were very satisfied or satisfied with the quality of services provided by the city.
- **94%** of residents surveyed were very satisfied or satisfied with the city’s image.
- **78%** of residents surveyed were very satisfied or satisfied with the value received for city tax dollars and fees.

**The Ideal Candidate**

Clayton’s City Manager will be a skilled local government professional who is a strong, proactive leader, an excellent communicator, and is committed to providing exceptional services and sound financial management. The City Manager will have high ethical standards and provide the Board with candid advice that is grounded in data and best practices that can be implemented in Clayton to address difficult issues. The ideal candidate will be involved in the community, accessible to residents and business leaders, and foster relationships with other governments and educational institutions. This person will provide vision, inspire staff, and foster leadership and excellence throughout the organization, and will utilize collaboration and teamwork for problem-solving and decision-making.

The ideal candidate will be open and honest, thoughtful and articulate, and able to both listen and engage with well-educated residents, business owners and CEOs, elected officials, and City employees at all levels of the organization. This person will be able to skillfully balance day-to-day operational needs and high customer expectations while helping the Board and organization stay focused on long-term strategic objectives. The ideal candidate will recognize the special place that Clayton is, be fully engaged in the community and the organization, and will earn the trust of the residents, businesses, City staff, and key stakeholders.

The City Manager will be able to guide the elected officials and staff on articulating and implementing the Board’s strategic plan while ensuring the City’s processes and systems follow best business practices that support exceptional service delivery. The ideal candidate will have experience working in a community with a vibrant downtown and active, mixed-use redevelopment, in addition to experience working with a well-educated, involved citizen base, and large institutions. The City Manager will partner with the Board and executive team to accomplish both short and long-term goals, promote economic resiliency, and be a leader in the region.

The ideal City Manager will be an approachable, collaborative leader and work well to build partnerships. The City Manager will help the organization to continuously improve and help employees grow and develop so they can best serve the residents and businesses in Clayton. The ideal candidate will have strong skills in all aspects of local government management, including budgeting, human resources, planning and economic development, and community and intergovernmental relations.

**Experience and Education**

The minimum qualifications for this position are a bachelor’s degree and at least ten years of local government experience with demonstrated leadership as a manager, assistant manager, or department director, and experience working in a council-manager form of government. Preferred qualifications include a master’s degree, ICMA-CM, and demonstrated success in economic development and redevelopment, building strong intergovernmental partnerships, strategic planning and implementation, effective use of data to drive decision-making, and working in a community with excellence in customer service and community engagement. Experience working in a jurisdiction with a university, large daytime population, and sophisticated constituency is also preferred.
Clayton, Missouri is a premier St. Louis suburb that sets the regional standard in service delivery and overall quality of life. Exceptional community services, ample parks and greenspace, and award-winning public schools, only further contribute to the City's appeal. The safe, suburban community just west of St. Louis offers exceptional residential neighborhoods within walking distance of business districts, offices, restaurants, galleries, and specialty boutiques and shops.

Known for its impressive cityscape, Clayton's business community includes over seven million square feet of office space and boasts one of the highest commercial occupancy rates in the region. Notable businesses headquartered in Clayton include Caleres, Centene Corporation, Enterprise Rent-A-Car, Commerce Bank, Barry-Wehmiller Companies, Olin Corporation, Apex Oil, and Graybar. Clayton’s daytime population triples to approximately 46,000, thanks, in part, to the City’s thriving business district.

While the City maintains a flourishing business district, it has also devoted over 70 acres to passive and active park areas. More than 80 percent of Clayton’s land is dedicated to residential or park use. Shaw Park is home to an ice rink, aquatic center, tennis center, multiple gardens, and the Center of Clayton community recreation center—which offers state-of-the-art facilities and programs.

Cultural and culinary amenities abound in Clayton. With events such as the nationally recognized Saint Louis Art Fair, Parties in the Park, the Music and Wine Festival, and the Taste of Clayton food festival, entertainment is never out of reach. World-class public art adds to the City's cultural amenities with works by Pierre Auguste Renoir, Carl Milles, Ernest Trova, Fernando Botero, Howard Ben Tre, and Alice Aycock.

With its central location and accessibility via several major thoroughfares, convenience is one of Clayton's main attractions. This convenience is enhanced by MetroLink’s light rail route, with two passenger stations facilitating travel to and from Clayton. Additionally, St. Louis Lambert International Airport is located only 12 minutes from Clayton. The St. Louis area's finest attractions, including the iconic Gateway Arch, are within a 15-minute drive of the City.

The School District of Clayton is amongst the top public-school districts in the entire country, having won numerous national and state-level awards. Three higher education institutions—Fontbonne University, Concordia Seminary, and portions of Washington University—also call Clayton home. Residents are very well-educated, with 78.9% of Clayton's adult population having obtained a bachelor's degree or higher.

RACIAL AND ETHNIC DEMOGRAPHICS ARE AS FOLLOWS:

- 76.7% White
- 8.4% Black or African American
- 1.8% Asian
- 3.5% Hispanic or Latino
- 2.7% Other
The Position

Rockville’s next City Manager will have the opportunity to join a high-performing organization, work with a committed Mayor and City Council, and serve a citizenry engaged in its community.

The City Manager is the executive officer and head of the administrative branch of the City. The Manager is responsible to the Mayor and the Council for the proper administration of all affairs of the City. Under provisions of the City Charter and Code, the City Manager prepares a budget for the Mayor’s and Council’s approval; recruits, hires, and supervises staff; serves as the Mayor’s and Council’s chief administrative officer, and implements their policies.

Seven department directors report to the City Manager: Community Planning and Development Services, Finance, Human Resources, Information Technology, Police, Public Works, and Recreation and Parks.

The Organization

The City of Rockville, founded in 1860, has operated under the Council-Manager form of government since 1948. Rockville’s governing body consists of an independently elected Mayor and four Councilmembers, all of whom are elected at large every four years.

The City operates with a well-defined set of financial policies, including a requirement for a minimum General Fund balance of 20%. The City is an annual recipient of the Government Finance Officers Associations’ Budget and Financial Reporting “Award of Excellence.” Rockville has maintained an enviable AAA bond rating.

The Mayor and Council adopted a fiscal year 2017 operating and capital budget of $126.1 million. The general fund budget is $76.5 million.

The City has a well-developed Capital Improvements Plan (CIP) which annually funds programs for a range of projects in the areas of transportation, utilities, recreation and parks, stormwater management, and general government improvements. Rockville’s adopted 2017 CIP includes funding of $71.8 million to address 55 projects.

The City also operates a number of Enterprise Funds which support water and sewer, stormwater, refuse, and parking, and a number of funds for grants and special programs.

Requirements

Requirements for this position are seven to 10 years of experience as a senior executive in a full-service local government, at least three of which must have been as City Manager, assistant manager, or key department director in an environment comparable to the City of Rockville, as well as a bachelor’s degree in business or public administration or related field. Residency within the Rockville city limits is also required within a reasonable timeframe.

Preferred qualifications include a master’s degree, an ICMA Credentialed Manager or eligibility to become credentialed, and a demonstrated ability to lead a strong, experienced professional senior management team. Also preferred are experience in staff development and productivity improvements, the use of information technology to improve services, a track record of fiscal and environmental sustainability, the ability to listen to and work
with an independent-thinking governing body to effect successful outcomes, and experience in developing and managing the implementation of large-scale projects or initiatives.

The Ideal Candidate

The ideal candidate will be a strong, positive, experienced, and well-rounded professional who has demonstrated his/her ability to collaborate effectively with elected officials, city staff, and community stakeholders. The candidate will have demonstrated management success in a comparable organization of similar complexity, an interest and desire to serve the needs of a multi-cultural/multi-ethnic well-educated community, and the ability to function in a fast-paced and change-oriented environment. Successful candidates should demonstrate integrity and a high level of energy and competency. He or she should be decisive and able to make difficult decisions. The ideal candidate will be flexible, responding to the needs of the Mayor and Council, the entire Rockville community and organization, and able to manage a wide range of tactical and strategic issues simultaneously. The ideal candidate will be an effective communicator and cheerleader for the City, seeing possibilities and finding creative solutions. The candidate’s background and experience should include exposure to all aspects of managing a racially, ethnically, economically, and socially diverse full-service county or city undergoing change and redevelopment. The successful candidate will also have demonstrated a record of strong customer service focus for the delivery of services. While strong budgetary, financial, technical, and administrative competencies are needed, the successful candidate should

The salary range is $200,000 – $235,000 depending on qualifications, with an excellent benefit package. This position is open until filled with first review of applications on October 7.

Questions should be directed to Catherine Tuck Parrish at 240-832-1778, or the email address at the bottom of the page.
be creative, articulate, and focused on implementing the Mayor’s and Council’s policies and direction for the City. The Manager should also be able to proactively and successfully navigate interjurisdictional relationships. The City Manager should be comfortable working in and interacting with a diverse, educated, and involved community.

The Community

Rockville, population 64,000, is Maryland’s third largest city, comprising 13 square miles. It is located 12 miles northwest of the nation’s capital along the I-270 corridor. Rockville has been rated among the best places to live in America.

The City serves as the County seat of Montgomery County, one of the most affluent and well-educated counties in the United States. Rockville embraces diverse cultures and an engaged citizenry. Recent data from the 2010 Census indicates that the city continues to reflect the growing diversity of the metropolitan Washington region with large Asian, Hispanic, and African American populations.

Rockville serves as a residential, employment, and economic center for Montgomery County. Rockville is home to a vibrant downtown, a regional shopping district, and a biotech hub. Its location on the Red Line of Metro, as well as other transportation modes, makes it a major draw for employers and residents. This year, Livability.com named Rockville the number one city to raise a family. Schools and diversity were named among the reasons for the ranking.

The City’s residential neighborhoods include a range of housing from well-preserved historic homes of Victorian style in designated historic districts to multi-family buildings in Rockville’s Town Center.

The City has a well-developed transportation network that provides easy access to the metropolitan area. Two strategically located Washington Metropolitan Area Transit Authority rail stations are located in the City and two additional Metro subway stations are located just outside its border. The city is also within easy driving distance of the Thurgood Marshall International, Ronald Reagan National, and Dulles International airports.

The City’s downtown includes the Rockville Town Center, a vibrant mixed-use area in the heart of Rockville, with pedestrian-friendly streets and plazas, numerous restaurants and stores, the Rockville Memorial Library, and the Arts and Innovation Center. The City is also home to the F. Scott Fitzgerald Theatre, its own ballet company, chorus, band, youth orchestra, and VisArts.

Employment and Economic Development

Rockville’s location in the metropolitan area provides the City a strong base of government employees who work for local, state, and federal government. As the county seat of Montgomery County, downtown Rockville has 7,000 County general government employees and a significant number of employees from the Montgomery County Court system and Montgomery County Public Schools.

Rockville has built an impressive and diverse base of private sector employment, including major high technology companies like Supernus and Otsuka Pharmaceuticals. In addition, employers of all sizes find Rockville to be a hub for innovation and creativity. Rockville’s largest employers include internationally recognized names such as Westat, BAE Systems, Booz Allen Hamilton, and the American Speech-Language-Hearing Association (ASHA). Recent additions to the City’s employment base include Choice Hotels and Meso Scale Diagnostics.

The City’s economic base is enhanced through the efforts of Rockville Economic Development Incorporated (REDI). The
Maryland Women’s Business Center, housed in REDI, helps Montgomery County initiate and build successful women-owned enterprises that are positioned for long-term growth in the community. A major contributor to the City’s future economic base is the Rockville Innovation Center. The Center provides more than 25,000 square feet of space for up to 30 international technology firms that are interested in government contracts.

**Parks and Open Space**

Rockville takes great pride in its open space and owns or maintains an award-winning senior center, 69 parks, extensive recreation programs, and open space sites totaling approximately 1,035 acres. This includes 14 citywide and 40 neighborhood parks and facilities, four athletic parks, a municipal swim center, an award-winning golf course, and 11 open space parks where residents enjoy a wide range of recreational opportunities. The City has a goal of having a park within a ten-minute walk of every residence.

**Education**

Rockville residents are served by the Montgomery County Public Schools, the largest school district in Maryland and a recipient of the Malcolm Baldrige National Quality Award in 2010. During the 2015-16 school year, the district served more than 156,447 students from more than 157 countries who speak 138 languages. Students in the district are among the top performers in the United States in Advanced Placement examinations. A number of private and parochial schools are located in the City or are accessible to City residents.

Several institutions of higher education are convenient to the City. The Rockville campus of Montgomery College is centrally located in the City, and the Montgomery County campus of Johns Hopkins University and the Universities of Shady Grove—a collaboration of nine Maryland public degree-granting institutions—are located just outside the City.

*Applications will be accepted electronically by The Novak Consulting Group. Applicants complete a brief online form and then are asked to provide a single document (Word or PDF) that includes a cover letter, resume, salary history, and a list of 3-5 professional references. Open until filled with first review of applications on October 7, 2016.*
Present:

- Alderman Fiske
- Alderman Braithwaite
- Alderman Wynne
- Alderman Wilson
- Alderman Rue Simmons

Alderwoman Suffredin
Alderman Revelle
Alderman Rainey
Alderman Fleming

Absent:

- (9)

Presiding: Mayor Stephen Hagerty
Mayor’s Public Announcements

Mayor Hagerty Announcements:

- Redlining exhibit located on the 2nd Floor of the Civic Center
- Kits’, Cats’ and Kids Block Party
- National Emergency Preparedness Month – September 2019

City Manager’s Public Announcements

City Manager Wally Bobkiewicz had no announcements

City Clerk’s Communications

City Clerk Reid said he received several letters from members of the public voicing their support for agenda item SP3. He also received emails from concerned residents over 5G cellular network technology.

Public Comment

Carolyn Murray  Expressed her opposition to agenda item SP3

Gabriella Johansson  Voiced her support for the Equity & Empowerment Commission recommendations for reparations in Evanston.

Linda Del Bosque  Said she is in favor of reparations in Evanston but believes there could have been a better way to present the report to the community.

Harris Miller  Believes the City should hire Evanston Police despite the cost. Asked City Council to oppose Proposal 19-47. Said he is concerned it would lead to privatization of public places. Suggested having public forums for residents to participate in the selection process of a new City Manager
Rachel Muir  
Expressed her support for the movement towards reparation in Evanston. Said white supremacy is currently affecting African-Americans through redlining, wage disparities and the prison system. This is the reason why most of the wealth is accumulated by people of Caucasian descent.  

Michael Vasilko  
In referenced to the artificial turf at Robert Crown, he believes staff is prioritizing donations over public health. Listed statistics to highlight the risks with artificial turf.  

James Engelman  
Asked City Council to support agenda items SP3 & SP4.  

Lori Keenan  
Expressed her opposition to having security guards at the Civic Center. She is also opposed to having a paid consultant to do an assessment of the properties of the city.  

Madelyn Ducre  
Recommended City Council pay the full cost of Family Focus. Said reparations are needed for African-Americans.  

Nina Kavin  
Voiced her support for agenda items SP3 & SP4. Said there can be community efforts to help inspire residents but it won’t matter if concrete steps aren’t taken to seek reparations.  

Renetrice Pierre  
Asked City Council to investigate an incident in which workers from an event happening in downtown Evanston mistreated middle school children.  

Maryann Kearnes  
Shared her concerned over hiring private security guards to patrol the halls of the Civic Center. Said it’s unclear the training they may have in de-escalation but would be more comfortable having trained police.  

Paula Twilling  
Shared her stance on the approved Ordinance 64-O-19. Said there should be consistent and fair ruling in all laws affecting residents, something she believes wasn’t displayed in the passage of the ordinance.  

Jackson Paller  
Asked City Council to keep the residents informed of important matters such as the potential hiring of security guards at the Civic Center. Would also like them to consider public input in the hiring process of a City Manager.  

Doreen Price  
Voiced her support for agenda items SP3 & SP4. Suggests having Patricia Efiom’s process and those involved in it lead the way in the hiring of a new City Manager.  

Tina Paden  
Expressed her support for agenda items SP3 & SP4. Thanked Ald. Rue Simmons for having meetings relating to equity and empowerment.
Allie Harned  
Hopes the City will conduct a thorough process for the hiring of a new City Manager. Shared her stance on the issue of reparations.  

Karla Thomas  
Stated the city needs to adopt a reparations policy which will help the community grow. Said budgeting our priorities can help expand our efforts to bring needed services to our community.  

Bennett Johnson  
Said projects that are developed to help residents are actually being given to large contractors and small contractors in Evanston are losing those jobs.  

Elliot Zashin  
Asked City Council to heavily involve the residents in the hiring process of a City Manager. The new City Manager should be able to tackle the problems currently facing the city and decide how much information he/she will share with the public. Said a first step in building public trust is giving residents an opportunity to participate in the hiring process of the next City Manager.  

Nasutsa Mabwa  
Board Member of the Evanston Chamber of Commerce who shared her remarks about Ordinance 89-O-19. Share the results of a survey the Evanston Chamber of Commerce conducted with 71 businesses to gather their input on the proposed tax increase. Said more information is probably needed in order for businesses to make better informed decisions.  

Valerie Kahan  
Stated she is in support of SP3 & SP4. Said the approval of the feasibility study is an important step in closing the wealth and opportunity gap for minorities in Evanston.  

Trisha Connolly  
Stated a review of the City assets is concerning. Asked why Robert Crown was not listed as part of the discussion for last years budget cut. Rather than selling city assets, she suggests selling the two ice rings which will be utilized for private use.  

Darleen Cannon  
Believes it's important for residents to be involved in the hiring process of the next City Manager to ensure the candidate will have the best interest of the residents. Said if the city is looking to view city projects funded by tax money through an equity lens, they must understand who the projects will benefit.  

Kemone Hendricks  
Voiced her support for agenda items SP3 & SP4. Said reparations are long overdue for the African American community and the funding for the initiative shouldn’t be an issue.  

Venice Hendricks  
Supports agenda items SP3 & SP4. Said she strongly supports the provisions to help entrepreneurs.  

Brittany Tepora  
Voiced her support for agenda items SP3 & SP4. Said it’s a moral
obligation to help pass reparations for the minority communities in Evanston.

Sue Loellbach Requested there be guidance added in the RFP to evaluate city assets and what the city goals would be. Said this would help respondents prioritize their needs, particularly with affordable housing. Strongly supports the housing recommendations proposed in the report for reparations. Suggested the Equity and Empowerment Commission work with the Affordable Housing Plan Steering Committee to advance housing solutions.

Tara Foster Loyd Talked and gave examples of oppression towards minority communities and offered solutions to help mend those wrongdoings.

Aaron Brown Voiced his support for agenda items SP3 & SP4. Suggested the language in SP4 be changed to give the interim City Manager the authority to conduct a feasibility study.

Pricilla Giles Asked if developers and contractors were brought to Evanston to eliminate green spaces used by those most in need, the majority of which she says are African-American.

Henry H. Wilkins II Voiced his support for reparations in Evanston for African-American residents. Said it’s important for all children be able to attend a school in their neighborhood and having a STEM school in the 5th Ward will allow that.

Albert Gibbs Strongly opposed the contract with Phoenix Security to provide 2 security guards for the Civic Center.

Carlis Sutton Thanked Ald. Rue Simmons for bringing agenda items SP3 & SP4 for discussion at tonight’s City Council meeting. He is concerned over the funding for reparations and doesn’t want there to be competition with other groups. Asked for a budgeted amount to be allocated specifically for this initiative and suggested a minimum of $500,000. Said there is a need for a wheelchair accessible ramp at 1620 Emerson St. for the elderly. Lastly, he asked Ald. Rue Simmons to save the tree marked for demolition at his home.
(SP1) City Manager Hiring Process

City Council received this report and directs the Human Resources Manager, as the City Manager’s designee, to solicit quotes from qualified vendors to perform an executive search for Evanston's next City Manager; and 3) provide other direction to staff as appropriate.

For Action
Passed 9-0

(SP2) Resolution 87-R-19, Appointing an Interim City Manager

City Council adopted Resolution 87-R-19, appointing Erika Storlie as the Interim City Manager to assume all roles and responsibilities following the current City Manager’s departure and prior to the appointment of a new City Manager.

Motion to amend Section 1 of the Resolution to include language such as to read “Assistant City Manager and Director of Administrative Services Erika Storlie shall be appointed interim City Manager to perform the City Manager function and duties in the position vacancy, subject to execution of a contract agreement”

Passed 9-0

For Action
Passed 9-0

(SP3) Equity & Empowerment Commission Reparations Recommendations to Address Wealth and Opportunity Gaps of African American Residents in Evanston

City Council received this report and authorize the City Manager to conduct a feasibility study to determine the viability of the following recommendations: 1) Various housing assistance and relief initiatives for African American residents in Evanston; and 2) Various Economic Development programs and opportunities for African American residents and entrepreneurs in Evanston.

For Action
Passed 9-0
Equity & Empowerment Commission Truth and Reconciliation Recommendation

City Council endorsed and supports a City-wide Truth and Reconciliation Initiative in conjunction with Resolution 58-R-19, Commitment to End Structural Racism and Achieve Racial Equity adopted unanimously at the June 10, 2019 City Council meeting.

For Action
Passed 9-0

Consent Agenda

(M1) Approval of Minutes of the Regular City Council Meetings of July 15, 2019 and July 22, 2019 and the Special City Council Meeting of August 5, 2019

For Action
Approved on Consent Agenda

Motion: Ald. Braithwaite

(A1.1) Payroll – July 8, 2019 through July 21, 2019 $3,101,535.54

For Action
Approved on Consent Agenda

(A1.2) Bills List – August 13, 2019 $8,607,925.29

BMO Credit Card Activity for the period ending June 26, 2019 $199,864.63

For Action
Approved on Consent Agenda

(A2.1) Payroll – July 22, 2019 through August 4, 2019 $3,082,856.44

Payroll – August 5, 2019 through August 18, 2019 $2,924,326.33

For Action
Approved on Consent Agenda
(A2.2) Bills List – September 10, 2019

BMO Credit Card Activity for the period ending
July 26, 2019

$ 5,463,829.69

For Action
Approved on Consent Agenda

(A3.1) BMO Harris Amazon Credit Card Activity for the
period ending June 26, 2019

$ 211,723.86

For Action
Passed 8-0-1
Ald. Suffredin abstained

(A3.2) BMO Harris Amazon Credit Card Activity for the
period ending July 26, 2019

$17,208.41

For Action
Passed 8-0-1
Ald. Suffredin abstained

(A4) Approval of Contract with Morton Salt Company for the
Purchase of Rock Salt

City Council authorized the City Manager to execute a one-year contract for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago, IL) at a cost of $79.87 per ton for a (2019/20) winter season total of $599,025. Funding for this purchase will be provided from the MFT Snow and Ice Control Fund (Account 200.40.4550.65015). Staff will request a FY 2020 budget allocation of $625,000 for the purchase of the estimated 7,500 tons of salt needed and other deicing agents.

For Action
Approved on Consent Agenda

(A5) Approval of Purchase from WEG Electric Corporation for the
High Lift Pump Excitation System Replacement

City Council authorized the City Manager to execute the solesource purchase of the High-lift Pump #6 Excitation System Replacement from WEG Electric Corporation (6655 Sugarloaf Parkway, Duluth, Ga. 30097-4907) in the amount of $60,000.00. Funding for this purchase will be from Water Fund (Account 510.40.4210.65070), which has an allocation of $60,000 for this item. This account has an YTD balance of $60,000.

For Action
(A6) **Approval of a One-Year Contract Extension with Thelen Materials, LLC for the 2019 Leaf Hauling and Disposal Contract**

City Council authorized the City Manager to execute a one-year contract extension for leaf hauling/disposal with Thelen Materials, LLC (28957 W. IL Route 173 Antioch, IL 60002) in the amount of $40,000. A detailed funding breakdown can be found in the corresponding transmittal memorandum.

For Action

(A7) **Contract Award with Bolder Contractors, Inc. for the Oakton Street Water Supply Connection for the Village of Lincolnwood**

City Council authorized the City Manager to execute a contract for Oakton Street Water Supply Connection (Bid No. 19-36) with Bolder Contractors, Inc. (316 Cary Point Drive, Cary, IL 60013) in the amount of $2,708,514.24. Funding for this project is from the Water Fund (Account 513.71.7330.65515 – 419003), which has an FY 2019 budget allocation of $1,600,000 for this project. The proposed budget for FY 2020 is $2,600,000, for a total of $4,200,000 available for this project. Evanston will recover all costs associated with the water meter and pipeline as these costs were included in the Lincolnwood water rate calculation.

For Action

(A8) **Approval of a Contract Award with Sebis Direct, Inc. for Utility Bill Printing and Mailing Services**

City Council authorized the City Manager to execute an agreement for Utility Bill Printing and Mailing Services (RFP 19-35) for a three year term with Sebis Direct, Inc. (6516 W 74th Street, Bedford Park, IL 60638) in the amount of $201,829. Printing of the bills will be provided by the Water Fund in the amount of $38,400 and from the Sewer Fund in the amount of $21,000. Postage for mailing of the bills will be provided by the Water Fund in the amount of $75,000 and from the Sewer Fund in the amount of $75,000.

For Action
(A9) Approval of Contracts to Purchase of Water Treatment Chemicals for Use in FY 2020

City Council authorized the City Manager to execute contracts with the following three vendors to supply water treatment chemicals in response to Bid 19-40: 1) Alexander Chemical Corporation (315 Fifth Street, Peru, IL 61354) in the amount of $187,200 to supply liquid aluminum sulfate (alum), $59,830.05 to supply chlorine and $122,325 to supply HFS acid (fluoride); 2) Polydyne, Inc. (One Chemical Plant Road, Riceboro, GA 31323) in the amount of $70,760 to supply liquid polymer; and 3) Carus Group Inc., (315 Fifth Street, Peru, IL 61354) in the amount of $150,259.20 to supply blended polyphosphate. The total of these proposed purchases is $590,374.25. Funding for the purchase of alum, chlorine, fluoride and polymer is from the Water Fund (Account 510.40.4220.65015), which has a proposed budget allocation of $489,500 for FY 2020. Blended polyphosphate is purchased from the Water Fund (Account 510.40.4220.65030), which has a proposed FY 2020 budget allocation of $150,000.

For Action
Approved on Consent Agenda

(A10) Contract Award with Insituform Technologies USA, LLC for the 2019 CIPP Sewer Rehabilitation Contract B

City Council authorized the City Manager to execute a contract for 2019 CIPP Sewer Rehabilitation Contract B (Bid 19-42) with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, IL 63005) in the amount of $339,995.70. Funding for this project is from Sewer Fund (Account 515.40.4535.62461 – 419004), which has a FY 2019 budget of $700,000 for this work, of which $351,525.65 is remaining.

For Action
Approved on Consent Agenda

(A11) Approval of Change Order No. 3 with Thieneman Construction, Inc. for the Clearwell 9 (Treated Water Storage) Replacement Project

City Council authorized the City Manager to execute Change Order No. 3 to the Construction Contract agreement for the Clearwell 9 Replacement Project (Bid No. 18-30) with Thieneman Construction, Inc. (17219 Foundation Parkway, Westfield, IN) in the amount of $46,593. This will increase the total contract amount from the current contract price of $19,236,673.31 to $19,283,266.31. 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.

For Action
Approved on Consent Agenda

(A12) Approval of Change Order No. 1 with Garland/DBS, Inc. for the Fire Station 2 Roof Replacement Project

City Council authorized the City Manager to execute Change Order No. 1 to the contract for the Fire Station 2 Roof Replacement Project with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $51,966. This will increase the total contract amount from $234,057 to $286,023. Funding will be provided from the Capital Improvement Fund 2019 General Obligation Bonds (Account 415.40.4118.65515 – 418007). This change order will be funded by the 2019 Facilities Contingency account, which has a remaining FY 2019 balance of $93,710.

For Action
Approved on Consent Agenda

(A13) Contract Award with Sports for Life for the Tennis Program at the Chandler-Newberger Community Center

City Council authorized the City Manager to execute an agreement with Sports for Life (424 Ashland Place, Highland Park, IL 60035) to provide tennis instruction for the City of Evanston's tennis program run by the Chandler-Newberger Community Center. The agreement is for three (3) years with a mutual option to renew for two (2) additional one (1) year options. The contract period will run from January 6, 2020 through December 31, 2022. Revenue from program registrations are deposited into General Fund (Chandler Account 100.30.3055.53565) and instruction expenses are paid from (Account 100.30.3055.62505). Compensation for the vendor is based on the percentages of resident rate revenues collected from program registrations.

For Action
Approved on Consent Agenda
(A14) Approval of Special Event: Evanston Made Maker’s Market

City Council approved a special event request from EVMARK (d/b/a Downtown Evanston) and Evanston Made to use the 5th floor level of the Maple Avenue Self-Parking Garage to host a Makers’ Market sale on Sunday, September 29, 2019 from 12 p.m. to 7 p.m. Costs for City services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored events.

For Action
Approved on Consent Agenda

(A15) Approval of the Purchase of Four (4) Spirit Treadmills for the Levy Senior Center from Direct Fitness

City Council approved the purchase of four (4) Spirit Treadmills from Direct Fitness (600 Tower Road, Mundelein, IL 60060) for the Levy Senior Center Fitness Room in the amount not-to-exceed $23,160. Funding is provided by Parks, Recreation and Community Services Department, Other Program Costs (Account 100.30.3005.62490), which has an approved FY 2019 budget of $80,000 and a YTD balance of $46,609.02.

For Action
Approved on Consent Agenda

(A17) Approval of a Lease Agreement with Dell Computer Corporation for the Purchase of Fifty (50) Dell Desktop Computers

City Council approved a three-year lease agreement for fifty (50) desktop computers from Dell (One Dell Way, RR3 / MS8468, Round Rock, TX 78682) in the amount of $31,008.60 ($10,336.20 per year). After the lease is complete, the computers can be purchased from Dell for $1.00.

For Action
Approved on Consent Agenda

(A18) Contract with Phoenix Security to Provide 2 Security Guards for the Lorraine H. Morton Civic Center

Staff recommends City Council authorized the City Manager to enter into a contract consistent with the terms of Phoenix Security’s proposal for 2 armed security guards. The security guards will work staggered shifts at the Lorraine H. Morton Civic Center during the hours of 8:00 a.m. until 5:00 p.m. and 12:00 p.m. until 8:00 p.m. Monday through Friday providing coverage during normal working hours and during night meetings that take place in the Civic Center. The cost will be approximately $113,400 for 2
guards at $29.50 an hour. Funding for October – December 2019 payments will be from City Manager’s Office Service Agreements Fund (Account 100.15.1505.62509). The remaining $85,050 for January 2020 through September 2020 will be from the same fund in the FY 2020 budget.

For Action
Item referred to City Council Executive Session

(A19) Contract Renewal with Evanston Township High School to Provide Crossing Guard and Traffic Control Services

City Council approved a one-year (1) contract renewal (with two 1-year options to renew) with Evanston Township High School (ETHS) to provide crossing guard / traffic control services at streets surrounding the high school. The new contract will take into account the new rates provided by the third-party crossing guard vendor, Andy Frain, and any added cost for the City’s Parking Enforcement Officer that is required. Revenue will be deposited into the following funds: Crossing Guard Reimbursement in the amount of $30,650 (Account 100.19.1942.53516), and Parking Enforcement Reimbursement in the amount of $16,200 (Account 100.19.1942.53516).

For Action
Approved on Consent Agenda

(A20) Approval of Draft Request for Proposal 19-47, City’s Real Estate Assets and Evaluation

City Council authorized the City Manager approve RFP 19-47 for City’s Real Estate Assets and Evaluation. The Request for Proposal will commence September 19, 2019 with a deadline for the proposal submission by 2:00 pm on October 18, 2019. Funding will be provided from the General Fund (Contingencies Account 100.15.1525.68025) with a budget of $150,000 for FY 2019.

For Action
Approved on Consent Agenda

(A21) Approval of Contract Extensions with The Owens Group, Inc. and Arthur J. Gallagher & Co. for Insurance Brokerage Services

City Council approved the one year extension of agreements with The Owens Group, Inc., and Arthur J. Gallagher & Co. for insurance brokerage services at a total cost of $43,000 per year. The City will issue Request for Proposals (RFP) for brokerage services next year. Funding will be provided from the Insurance Fund (Accounts 605.99.7800.62615 and
For Action
Approved on Consent Agenda

(A22) Approval of Contract Extension with Sikich, LLP for Audit Services

City Council extended the agreement with Sikich, LLP for two more years considering their experience in auditing government clients in Illinois. Sikich, LLP has agreed to perform the 2019 audit with no fee increase and 2020 Audit with a 3% increase. Funding will be provided from the General Fund (Account 100.15.1570.62110). For FY 2019, $100,000 has been budgeted for auditing services.

For Action
Approved on Consent Agenda

(A23) Approval of a Request to Extend Alcohol Service for One-Day Events for Levy Premium Foodservice

City Council approved a request to extend alcohol service hours for one-day liquor events taking place at 1501 Central Street (“Levy Premium Foodservice”), on September 21, 2019, October 26, 2019, November 9, 2019, November 16, 2019, and November 23, 2019 to accommodate game day events during the Northwestern University football season.

For Action
Approved on Consent Agenda

(A24) Ordinance 89-O-19, Amending the Municipal Retailers Occupation Tax to Increase the Rate Assessed from 1.0% to 1.25%

City Council adopted Ordinance 89-O-19, amending the municipal retailer’s occupation tax (home rule sales tax) to increase the rate assessed from 1.0% to 1.25%. The additional revenue from this rate increase would be deposited in the City’s General Fund.

For Introduction
Passed 7-2 Ald. Suffredin and Fiske voted “No”
(A25) Ordinance 88-O-19, Amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones” adding a Portion of Madison Street

City Council adopted Ordinance 88-O-19, amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones”, adding the North side of 600 Madison Street, from Chicago Avenue to Custer Avenue. Enforcement will be from 8am - 9pm and will have a rate of $.50 per hour.

For Introduction
Approved on Consent Agenda

(A26) Ordinance 94-O-19, Amending Portions of City Code Sections 10-11-10 “Schedule X(C); Two-Hour Limited Parking”

City Council adopted Ordinance 94-O-19, amending portions of City Code Sections 10-11-10 “Schedule X(C); Two-Hour Limited Parking.” This Ordinance allows for 2 hour parking from 9:00 a.m. to 6:00 p.m. on the west side of Dodge Avenue from Church Street to the first alley north thereof.

For Introduction
Approved on Consent Agenda

(A27) Ordinance 84-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two Hour Limited Parking”

City Council adopted Ordinance 84-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two Hour Limited Parking.” This Ordinance will allow for 2-hour parking on the east side of Maple Avenue from Garnett Place to Foster Street.

For Introduction
Approved on Consent Agenda

(A28) Ordinance 85-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G”

City Council adopted Ordinance 85-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G.” This Ordinance will add the three spaces west of Maple on the north side of Foster Street to District G.

For Introduction
Approved on Consent Agenda
Ordinance 91-O-19, Amending Various Sections of Title 10, Chapter 11 Pertaining to City of Evanston Parking Lots

City Council adopted Ordinance 91-O-19, amending various portions of Title 10, Chapter 11 pertaining to City of Evanston Parking Lots. The Ordinance will remove Lot 32's 13 meters (825 Hinman Avenue) as all spaces within the lot are being converted to permit only, add Lot 68 and its 13 spaces (717-719 Howard Street) as construction is complete on the new lot, and various other amendments to bring the City Code up to date with previous parking rate and hour changes.

For Introduction
Approved on Consent Agenda

Ordinance 87-O-19, Proposing Consideration of Scheduling of Dates for a Joint Review Board Meeting and a Public Hearing to Consider a Proposed First Amendment to the Howard and Ridge TIF District Redevelopment Plan and Project

City Council approved Ordinance 87-O-19 establishing dates for Howard Ridge TIF amendment Public Hearing and Joint Review Board Meeting.

For Introduction
Approved on Consent Agenda

Ordinance 97-O-19, Decreasing the Number of Class D Liquor Licenses from Fifty-five (55) to Fifty-three (53) Removing Licenses held by Blaze IL Store 5LLC d/b/a Blaze Pizza, and Siam Pasta, Ltd. d/b/a Siam Pasta Thai Cuisine

City Council adopted Ordinance 97-O-19, decreasing the number of Class D Liquor Licenses from fifty-five (55) to fifty-three (53) removing licenses held by Blaze IL Store 5LLC d/b/a Blaze Pizza, and Siam Pasta, Ltd. d/b/a Siam Pasta Thai Cuisine. Staff recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council Meeting.

For Introduction and Action
Approved on Consent Agenda

Ordinance 101-O-19, Decreasing the Number of Class C Liquor Licenses from Twenty-three (23) to Twenty-two (22) Removing the License Held by HKK, Inc d/b/a Boltwood

City Council adopted Ordinance 101-O-19, decreasing the number of Class C Liquor Licenses from twenty-three (23) to twenty-two (22) removing the license held by HKK, Inc d/b/a Boltwood. Staff recommends suspension of the rules for Introduction and Action at the September 9,
2019 City Council meeting.

**For Introduction and Action**
**Approved on Consent Agenda**

(A33) **Ordinance 102-O-19, Increasing the Number of Class D Liquor Licenses from Fifty-three (53) to Fifty-four (54) for Comida, LLC d/b/a Comida Cantina**

City Council adopted Ordinance 102-O-19, amending Class D Liquor License from fifty-three (53) to fifty-four (54) for Comida, LLC d/b/a Comida Cantina, 1926 Central Street, Evanston, IL 60201. Alderman Eleanor Revelle recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council meeting.

**For Introduction and Action**
**Approved on Consent Agenda**

(A34) **Ordinance 103-O-19, Increasing the Number of Class D Liquor Licenses from Fifty-three (53) to Fifty-four (54) for MTOG Inc. d/b/a Mid Kitchen**

City Council adopted Ordinance 103-O-19, increasing Class D Liquor License from fifty-three (53) to fifty-four (54) for MTOG Inc. d/b/a Mid Kitchen, 1512 Sherman Avenue, Evanston, IL 60201. Alderman Donald Wilson recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council meeting.

**For Introduction and Action**
**Approved on Consent Agenda**

(A35) **Ordinance 78-O-19, Amending Portions of the City Code to Set Rates for Home Football Game Day Parking**

City Council adopted Ordinance 78-O-19, amending portions of the City Code to set rates for football game day parking in the U2 University Athletic Facilities District. The amendment will waive parking fees in Lot 54 on dates of Northwestern University football games for Evanston registered vehicles that have a paid Wheel Tax. Vehicles not registered in Evanston will be considered Non-Evanston resident and will be charged $20 - $40 per parking space on a first come first served basis, based on demand for the game. Specific rates for each game will be determined ahead of time and posted on the City’s website and in the parking lot.

**For Action**
**Approved on Consent Agenda**
(P1) **Tenant-Based Rental Assistance Program Report**

City Council approved a funding renewal of $300,000 in HOME funds to continue the current Tenant Based Rental Assistance program, administered by Connections for the Homeless. The funding will provide stable housing for two years to up to ten at-risk Evanston families with children under the age of 18 in Evanston that are underemployed, and break the cycle of poverty and instability by developing the capacity to earn a living wage to support their families and afford market rate rental housing. Funding is from the HOME Investment Partnerships Program (Account 240.21.5430.65535). Currently, the City has a total of $464,317 in available uncommitted HOME funds.

**For Action**
Passed 9-0

(P2) **Resolution 74-R-19, Approval of a Plat of Re-subdivision of 1211-1217 Ridge Avenue**

City Council adopted Resolution 74-R-19, approving the proposed re-subdivision of the property located at 1211-1217 Ridge Avenue.

**For Action**
Approved on Consent Agenda

(P3) **Ordinance 104-O-19, Extending the Time for the Applicant to Obtain a Building Permit to Construct the Residential Unit in the Planned Development Previously Authorized by Ordinance 39-O-08**

City Council adopted Ordinance 104-O-19 to extend the time for completion of the Planned Development at 318-320 Dempster Street, originally approved in March of 2008. The Ordinance grants a one-year extension to obtain building permits for construction of the third dwelling unit within the former livery stable on the property by September 25, 2020. Alderman Melissa Wynne recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council meeting.

**For Introduction and Action**
Approved on Consent Agenda

(APP1) **Arts Council - Maasai Amewa**

Maasai Amewa is owner of A.M. Muse Collab, a company focused on music and media production, publishing and performance. Maasai is also the general manager of Uptown Cafe and Gallery, a multi-purpose venue that hosts music and theatre performances, podcast and album releases, poetry readings, dance shows, and more. In addition to these roles, he is the cultural curator for Social Change, a national nonprofit based in
Chicago, and has taught multimedia instruction to various age levels for Chicago Public Schools, Community Colleges of Chicago, and the private sector.

**Mental Health Board - Damita Cravens**

Damita Cravens is a licensed professional counselor and therapist at Brighter Pathways LLC, where she provides individual and group therapy and assists patients with establishing treatment plans. In her free time, Damita has served the Evanston community through a variety of organizations and initiatives, including Advocates for Action, SEED (Seeking Educational Equity & Diversity), D65 Beyond Diversity, and Sigma Gamma Rho Sorority, Inc. (Evanston Chapter). She holds a Master of Science in Counseling - Clinical Mental Health.

**Mental Health Board - Rodney Orr**

Rodney Orr is a medical assistant at Howard Brown Health, but his passion for helping others spans beyond the health care industry. He has served as a board member of Project Fierce Chicago, which works to provide housing and resources to homeless and at-risk LGBTQ community members; he is a suicide and crisis prevention counselor volunteer at the Trevor Project; and he was accepted to the Community Leadership Corps with the Obama Foundation. Rodney holds a B.S. in Social Policy and Psychology from Northwestern University.

**Mental Health Board - Archana Sood**

Archana Sood has more than six years of nursing experience in psychiatric/mental health, and is currently a staff nurse in the Child/Adolescent Psych Unit at Advocate Children’s Hospital in Park Ridge and at Alexian Brothers Behavioral Health Hospital in Hoffman Estates. She is pursuing a Master of Science in Nursing from the University of St. Francis in Joliet.

**Preservation Commission - Beth Bodan**

Beth Bodan is senior project manager at S.P. Murphy, Inc., where she oversees renovation and assessment of large-scale commercial and religious property portfolios. Previously, Beth served as an assessment lead and design manager for the Chicago Public Schools Capital Improvement Program, as well as preservation specialist at the Robie House, operated by The Frank Lloyd Wright Preservation Trust. She currently serves as a board member for the Infant Welfare Society of Evanston. Beth holds a Master of Science in Historic Preservation from the University of Pennsylvania and a Bachelor of Arts in Art History and Archaeology from Washington University in St. Louis.

**Zoning Board of Appeals - Max Puchtel**

Max Puchtel is a Licensed Structural Engineer (SE) and Professional Engineer (PE), and currently works as the auditing and quality manager at
Quality Management Company, where he is responsible for quality in the construction industry. He has served as an adjunct lecturer at Northwestern University’s McCormick School of Engineering, and he volunteers his time at a variety of local organizations, including AYSO, Learning Bridge Early Education Center, and the City’s Volunteer Snow Shoveling Program. He holds a master’s degree in Structural Engineering from the Illinois Institute of Technology.

For Action
Approved on Consent Agenda

(APP2) For Reappointment to:
Environment Board                  Jerri Garl
Zoning Board of Appeals           Myrna Arevalo
Transportation and Parking        Alejandro Anon

For Action
Approved on Consent Agenda

Call of the Wards

Ward 1: Thanked City Manager Wally Bobkiewicz for attending his last 1st Ward meeting.  
Watch

Ward 2: Ward meeting on Thursday September 12 at 7:00 PM at the Joseph E. Hill Education Center.
Watch

Ward 3: No Report
Watch

Ward 4: No Report
Watch

Ward 5: Ward meeting on September 11, 2019 at Morton Civic Center, Lake Superior Conference Room, Room G300 starting at 7:00 p.m. Congratulated Ebenezer African Methodist Episcopal Church on 137 years of service. Made a referral to the Preservation Commission to work on a pitch proposal for a cultural landmarking of the West side of the 5th Ward.
Watch

Ward 6: No Report
Watch
<table>
<thead>
<tr>
<th>Ward</th>
<th>Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:</td>
<td>No Report</td>
</tr>
<tr>
<td>8:</td>
<td>Invited residents to attend the Plan Commission meeting on 09/11/2019 at 7:30 p.m. There is a proposal for a zoning change between Ridge Ave &amp; Asbury Ave.</td>
</tr>
<tr>
<td>9:</td>
<td>The school board will have a community meeting on 09/12/2019 starting at 7:00 p.m. at King Lab to discuss the hiring of a new Superintendent. Made a referral to the Rules Committee for a list of Boards &amp; Commissions which allow people to serve on if they are not Evanston residents. Would also like a list of Boards &amp; Commissions which are recorded.</td>
</tr>
</tbody>
</table>

**Adjournment**

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

I. DECLARATION OF A QUORUM: ALDERMAN BRAITHWAITE

II. APPROVAL OF MINUTES OF REGULAR MEETING OF SEPTEMBER 9, 2019

III. PUBLIC COMMENT

IV. CONSENT CALENDAR
   All matters listed under the Item IV (4), 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 – August 19, 2019 through September 1, 2019 $2,715,957.13
           For Action

   (A2) Bills List – September 24, 2019 $5,284,553.50
           For Action
(A4) **Sole-Source Renewal with Google Premium Partner, Daston Corporation for the G Suite License Agreement**
Staff recommends the City Council authorize the City Manager to proceed with the renewal of a sole-source agreement with a Google Premier Partner, Daston Corporation (19 E Market St #LL01 Leesburg, VA 20176-3004). The total cost of purchase is $96,804.50 for G Suite Enterprise Licenses for hosted email, application suite and Tier 1 G Suite Help Desk Support. This represents a 40% decrease in the cost per year from the renewal quote first received by the City. Total savings realized are estimated at $128,391 over the course of two years. The agreement is for one year with an option to renew for one additional year. The funding for this project will derive from the 2019 Information Technology Division IT Computer Software Fund (Account 100.19.1932.62340).

**For Action**

(A6) **Approval of a Change Order with Teska Associate Contract for RFP 18-51 Central Street SSA Feasibility Study**
Staff recommends City Council approval for the change order to the Teska Associates contract for RFP 18-51 Central Street SSA Feasibility Study in the amount of $9,755.60.

**For Action**

(A7) **Resolution 93-R-19, Authorizing the Execution of an Employment Contract with Erika Storlie to Serve as Interim City Manager for the City of Evanston**
Staff recommends City Council adoption of Resolution 93-R-19, authorizing the execution of an employment contract with Erika Storlie to serve as Interim City Manager for the City of Evanston. On September 16, 2019, the City Council met in Executive Session to discuss, review and approve the terms of the contract.

**For Action**

(A8) **Resolution 86-R-19, Adopting Outside Counsel Litigation Procedures and Billing Guidelines**
City staff recommends City Council adoption of Resolution 86-R-19, to approve Outside Counsel Litigation Procedures and Billing Guidelines.

**For Action**

(A11) **Resolution 90-R-19, Authorizing a Three-Year Lease Agreement with North Shore Senior Center for Room G205 at the Morton Civic Center**
Staff recommends City Council adoption of Resolution 90-R-19, authorizing the City Manager to negotiate the lease of office space with North Shore Senior Center (NSSC) at the rate of $563.00 per month for three (3) years beginning October 1, 2019 for Room G205 in the Lorraine H. Morton Civic Center.

**For Action**
(A12) **Resolution 91-R-19, Authorizing the City Manager to Enter into a Three Month Lease Agreement for Studio B11 at the Noyes Cultural Arts Center**

Staff recommends City Council adoption of Resolution 91-R-19 authorizing the City Manager to enter into an agreement for a three (3) month lease term with new tenant Rimma Mitchell, an Evanston resident, to lease vacant studio B-11 at the Noyes Cultural Arts Center. Revenues are deposited into the Noyes Cultural Arts Business Unit (Account 100.30.3710.53565).

**For Action**

(A13) **Resolution 92-R-19, Authorizing the City Manager to Execute an Agreement with Hoffman House Catering for Senior Meal Food Programs at the Levy Center and Fleetwood-Jourdain Community Center**

Staff recommends City Council adoption of Resolution 62-R-19 authorizing the City Manager to execute a new contract between the City of Evanston and Hoffman House Catering (1530 Hubbard Avenue, Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for a period of October 1, 2019 through September 30, 2020 in the not-to-exceed amount of $4.80 per lunch meal. Total meal program contract value is projected at $43,543.00. This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served and varies depending on the levels of participation. The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure accounts.

**For Action**

(A14) **Ordinance 111-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(F)1 “Residential Exemption Parking District B”**

Staff, per Alderman Fiske’s request, recommends City Council adoption of Ordinance 111-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(F)1 “Residential Exemption Parking District B.” This Ordinance will add three homes, 400/406/412 Clark Street and homes from 1430 Sheridan Road to Davis Street to the Residential Parking District B.

**For Introduction**
(A15) Ordinances 107-O-19 and 108-O-19, Proposing the Establishment of a Special Service Area No. 7 and No. 8 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures

Staff recommends the City Council adoption of Ordinances 107-O-19 and 108-O-19 proposing the establishment of two Special Service Areas (SSA #7 and SSA #8) for commercial properties located in the merchant district along Central Street. A West Central Street district would be located between Central Park Avenue on the west and Ewing Ave. on the east. An East Central Street district would be located between Hartrey on the west, Eastwood on the east, Isabella on the north and Simpson on the south. Two SSAs are recommended based on community feedback during the SSA feasibility study period. Staff recommends suspension of the rules for Introduction and Action at the September 23, 2019 City Council meeting to enact the SSAs to allow tax collections beginning January 1, 2020.

For Introduction and Action

(A16) Ordinance 109-O-19, Proposing the Extension of Special Service Area No. 4 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures

Staff recommends the City Council approve Ordinance 109-O-19 proposing the extension of Special Service Area #4 for properties located in downtown Evanston generally bound by Emerson, Ridge, Grove and Chicago Avenue and establishing a public hearing date. Staff recommends suspension of the rules for Introduction and Action at the September 23, 2019 City Council meeting to enact the SSAs to allow tax collections beginning January 1, 2020.

For Introduction and Action

V. ITEMS FOR CONSIDERATION

(A3) Sole-Source Purchase of Parking Business Analytics and Garage Capacity Signs from Automated Parking Technologies

Staff recommends City Council approval of a sole-source purchase of parking business analytics and garage capacity signs from Automated Parking Technologies (500 W 18th Street, Chicago, IL 60616). The purchase includes the platform for data collection, analysis and reporting of available parking in connection with Smarking, as well as the fabrication and installation of signs for a total of $147,876. Capacity signs would be installed at the entrances to the City’s 3 garages and on two of the surrounding streets of the downtown area. Based on the vendor’s previous experience with the analytics and signage, staff estimates that the project will pay for itself within 2 years of implementation due to better utilization of garages spaces. $250,000 in CIP funds are reserved for the project (Account 505.19.7005.65515 project # 619003 - Church/Maple/Sherman Garage - Capacity Signs).

For Action
(A5) **Approval of the Purchase of Replacement Fire Engine from Global Emergency Products**

Staff requests City Council authorize the City Manager to enter into a contract with Temco Machinery dba Global Emergency Products ("Global") (2600 American Drive P.O. Box 2017, Appleton, WI 54912) for the design and fabrication of a replacement fire engine in the amount of $659,200. The fire engine will be delivered in the fall of 2020. As an alternative, if staff receives Council approval, Global will accept a reduced payment of $648,105 to be paid in full on February 1, 2020.

For Action

(A9) **Resolution 30-R-19, Authorizing the City Manager to Execute a Gift Agreement and a Use Agreement with Chicago Young Americans Hockey Organization for the Donation to the New Robert Crown Community Center**

Staff recommends City Council adoption of Resolution 30-R-19 authorizing the City Manager to execute a Gift Agreement and a Use Agreement with Chicago Young Americans (CYA) (543 North Avenue, Libertyville, IL 60048) for partial naming rights to Rink 1 at the new Robert Crown Community Center and a Use Agreement outlining terms of rink rental. Revenue from the gift agreement will be deposited into the Crown Construction Fund (Account 416.40.4160.56011 - Donations) via Friends of Robert Crown. Revenue from the user agreement will be deposited into General Fund Revenue (Account 100.30.3030.53565 - Recreation Program Fees).

For Action

(A10) **Resolution 32-R-19, Authorizing the City Manager to Execute a Gift Agreement and a Use Agreement with Evanston Youth Hockey Association (EYHA) for the Donation to the New Robert Crown Community Center**

Staff recommends City Council adoption of Resolution 32-R-19 authorizing the City Manager to execute a Gift Agreement with Evanston Youth Hockey Association (EYHA) (P.O. Box 149, Evanston, IL 60201) for partial naming rights to Rink 1 at the new Robert Crown Community Center and a Use Agreement outlining terms of rink rental. Revenue from the gift agreement will be deposited into the Crown Construction Fund (Account 416.40.4160.56011 - Donations) via Friends of Robert Crown. Revenue from the user agreement will be deposited into General Fund Revenue (Account 100.30.3030.53565 - Recreation Program Fees).

For Action

VI. **ITEMS FOR DISCUSSION**

VI. **COMMUNICATIONS**

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


I. DECLARATION OF A QUORUM: ALDERMAN BRAITWAITE, CHAIR
A quorum being present, Ald. Braithwaite called the meeting to order at 6:09 p.m.

II. PUBLIC COMMENT
Kim Holmes-Ross, from Cradle to Careers, wanted to congratulate Advocate for Action, Damita Cravens, on being appointed to the Mental Health Board.

III. APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 22, 2019
Ald. Fleming moved to recommend approval of the Minutes of the Regular Meeting of July 22, 2019, seconded by Ald. Simmons.

The Committee voted unanimously 5-0 to approve the Minutes of the July 22, 2019 Meeting.

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.

(A1.1) Payroll – July 8, 2019 through July 21, 2019
$3,101,535.54
For Action
Ald. Fleming moved to recommend approval of the payroll for the period July 8, 2019 through July 21, 2019 in the amount of $3,101,535.54, seconded by Ald. Rainey.

The Committee voted unanimously 5-0 to approve payroll.
Ald. Fleming moved to recommend approval of the bills list of August 13, 2019 in the amount of $8,607,925.29 and the BMO credit card activity for the period ending June 26, 2019 in the amount of $199,864.63, seconded by Ald. Rainey.

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

Ald. Fleming moved to recommend approval payroll for the periods July 22, 2019 through August 4, 2019, in the amount of $3,082,856.44; and August 5, 2019 through August 18, 2019 in the amount in $2,924,326.33, seconded by Ald. Rainey.

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

Ald. Fleming moved to recommend approval of the bills list of September 10, 2019 in the amount of $5,463,829.69, and the BMO credit card activity ending July 26, 2019 in the amount of $211,723.86 seconded by Ald. Rainey.

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

Staff recommends City Council authorize the City Manager to execute a one-year contract for the purchase of up to 7,500 tons of rock salt from Morton Salt Company (123 N. Wacker Drive, Chicago, IL) at a cost of $79.87 per ton for a (2019/20) winter season total of $599,025. Funding for this purchase will be provided from the MFT Snow and Ice Control Fund (Account 200.40.4550.65015). Staff will request a FY 2020 budget allocation of $625,000 for the purchase of the estimated 7,500 tons of salt needed and other deicing agents.

For Action
(A5) Approval of Purchase from WEG Electric Corporation for the High Lift Pump Excitation System Replacement
Staff recommends City Council authorize the City Manager to execute the sole-source purchase of the High-lift Pump #6 Excitation System Replacement from WEG Electric Corporation (6655 Sugarloaf Parkway, Duluth, Ga. 30097-4907) in the amount of $60,000.00. Funding for this purchase will be from Water Fund (Account 510.40.4210.65070), which has an allocation of $60,000 for this item. This account has an YTD balance of $60,000.

For Action

(A6) Approval of a One-Year Contract Extension with Thelen Materials, LLC for the 2019 Leaf Hauling and Disposal Contract
Staff recommends City Council authorize the City Manager to execute a one-year contract extension for leaf hauling/disposal with Thelen Materials, LLC (28957 W. IL Route 173 Antioch, IL 60002) in the amount of $40,000. A detailed funding breakdown can be found in the corresponding transmittal memorandum.

For Action

(A8) Approval of a Contract Award with Sebis Direct, Inc. for Utility Bill Printing and Mailing Services
Staff recommends City Council authorize the City Manager to execute an agreement for Utility Bill Printing and Mailing Services (RFP 19-35) for a three-year term with Sebis Direct, Inc. (6516 W 74th Street, Bedford Park, IL 60638) in the amount of $201,829. Printing of the bills will be provided by the Water Fund in the amount of $38,400 and from the Sewer Fund in the amount of $21,000. Postage for mailing of the bills will be provided by the Water Fund in the amount of $75,000 and from the Sewer Fund in the amount of $75,000.

For Action

(A9) Approval of Contracts to Purchase of Water Treatment Chemicals for Use in FY 2020
Staff recommends that City Council authorize the City Manager to execute contracts with the following three vendors to supply water treatment chemicals in response to Bid 19-40: 1) Alexander Chemical Corporation (315 Fifth Street, Peru, IL 61354) in the amount of $187,200 to supply liquid aluminum sulfate (alum), $59,830.05 to supply chlorine and $122,325 to supply HFS acid (fluoride); 2) Polydyne, Inc. (One Chemical Plant Road, Riceboro, GA 31323) in the amount of $70,760 to supply liquid polymer; and 3) Carus Group Inc., (315 Fifth Street, Peru, IL 61354) in the amount of $150,259.20 to supply blended polyphosphate. The total of these proposed purchases is $590,374.25. Funding for the purchase of alum, chlorine, fluoride and polymer is from the Water Fund (Account 510.40.4220.65015), which has a proposed budget allocation of $489,500 for FY 2020. Blended polyphosphate is purchased from the Water Fund (Account 510.40.4220.65030), which has a proposed FY 2020 budget allocation of $150,000.

For Action
(A10) **Contract Award with Insituform Technologies USA, LLC for the 2019 CIPP Sewer Rehabilitation Contract B**

Staff recommends that City Council authorize the City Manager to execute a contract for 2019 CIPP Sewer Rehabilitation Contract B (Bid 19-42) with Insituform Technologies USA, LLC (17988 Edison Avenue, Chesterfield, IL 63005) in the amount of $339,995.70. Funding for this project is from Sewer Fund (Account 515.40.4535.62461 – 419004), which has a FY 2019 budget of $700,000 for this work, of which $351,525.65 is remaining.

For Action

(A11) **Approval of Change Order No. 3 with Thieneman Construction, Inc. for the Clearwell 9 (Treated Water Storage) Replacement Project**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 3 to the Construction Contract agreement for the Clearwell 9 Replacement Project (Bid No. 18-30) with Thieneman Construction, Inc. (17219 Foundation Parkway, Westfield, IN) in the amount of $46,593. This will increase the total contract amount from the current contract price of $19,236,673.31 to $19,283,266.31. 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.

For Action

(A12) **Approval of Change Order No. 1 with Garland/DBS, Inc. for the Fire Station 2 Roof Replacement Project**

Staff recommends that City Council authorize the City Manager to execute Change Order No. 1 to the contract for the Fire Station 2 Roof Replacement Project with Garland/DBS, Inc. (3800 East 91st St., Cleveland, OH) in the amount of $51,966. This will increase the total contract amount from $234,057 to $286,023. Funding will be provided from the Capital Improvement Fund 2019 General Obligation Bonds (Account 415.40.4118.65515 – 418007). This change order will be funded by the 2019 Facilities Contingency account, which has a remaining FY 2019 balance of $93,710.

For Action
(A13) **Contract Award with Sports for Life for the Tennis Program at the Chandler-Newberger Community Center**

Staff recommends City Council authorize the City Manager to execute an agreement with Sports for Life (424 Ashland Place, Highland Park, IL 60035) to provide tennis instruction for the City of Evanston’s tennis program run by the Chandler-Newberger Community Center. The agreement is for three (3) years with a mutual option to renew for two (2) additional one (1) year options. The contract period will run from January 6, 2020 through December 31, 2022. Revenue from program registrations are deposited into General Fund (Chandler Account 100.30.3055.53565) and instruction expenses are paid from (Account 100.30.3055.62505). Compensation for the vendor is based on the percentages of resident rate revenues collected from program registrations.

**For Action**

(A14) **Approval of Special Event: Evanston Made Maker’s Market**

Staff recommends approval of a special event request from EVMARK (d/b/a Downtown Evanston) and Evanston Made to use the 5th floor level of the Maple Avenue Self-Parking Garage to host a Makers’ Market sale on Sunday, September 29, 2019 from 12 p.m. to 7 p.m. Costs for City services provided for events require a 100% reimbursement from the sponsoring organization or event coordinator. These fees are waived for City events and City co-sponsored events.

**For Action**

(A15) **Approval of the Purchase of Four (4) Spirit Treadmills for the Levy Senior Center from Direct Fitness**

Staff recommends City Council approve the purchase of four (4) Spirit Treadmills from Direct Fitness (600 Tower Road, Mundelein, IL 60060) for the Levy Senior Center Fitness Room in the amount not-to-exceed $23,160. Funding is provided by Parks, Recreation and Community Services Department, Other Program Costs (Account 100.30.3005.62490), which has an approved FY 2019 budget of $80,000 and a YTD balance of $46,609.02.

**For Action**

(A16) **Approval of Replacement of Arrington Lakefront Lagoon Shelter Washroom Doors and Windows**

Staff requests City Council authorize the City Manager to enter into a contract consistent with the terms of the proposal from Skokie Millwork, Inc. (8108 N. Lawndale Avenue, Skokie, IL 60076) in the amount of $34,560 for the purchase, fabrication and installation of two external doors and two exterior windows. The doors and windows are necessary to achieve proper operation and security of this building. Funding for this vehicle will be from the Capital Improvement Project Fund (Account 415.40.4119.65515 – Project #619021) for 34,560.

**For Action**
(A17) **Approval of a Lease Agreement with Dell Computer Corporation for the Purchase of Fifty (50) Dell Desktop Computers**

Staff recommends City Council approve a three-year lease agreement for fifty (50) desktop computers from Dell (One Dell Way, RR3 / MS8468, Round Rock, TX 78682) in the amount of $31,008.60 ($10,336.20 per year). After the lease is complete, the computers can be purchased from Dell for $1.00.

*For Action*

(A21) **Approval of Contract Extensions with The Owens Group, Inc. and Arthur J. Gallagher & Co. for Insurance Brokerage Services**

Staff recommends City Council approve the one year extension of agreements with The Owens Group, Inc., and Arthur J. Gallagher & Co. for insurance brokerage services at a total cost of $43,000 per year. The City will issue Request for Proposals (RFP) for brokerage services next year. Funding will be provided from the Insurance Fund (Accounts 605.99.7800.62615 and 605.99.7800.66044).

*For Action*

(A22) **Approval of Contract Extension with Sikich, LLP for Audit Services**

Staff recommends City Council extend agreement with Sikich, LLP for two more years considering their experience in auditing government clients in Illinois. Sikich, LLP has agreed to perform the 2019 audit with no fee increase and 2020 Audit with a 3% increase. Funding will be provided from the General Fund (Account 100.15.1570.62110). For FY 2019, $100,000 has been budgeted for auditing services.

*For Action*

(A23) **Approval of a Request to Extend Alcohol Service for One-Day Events for Levy Premium Foodservice**

Staff recommends City Council approval of a request to extend alcohol service hours for one-day liquor events taking place at 1501 Central Street (“Levy Premium Foodservice”), on September 21, 2019, October 26, 2019, November 9, 2019, November 16, 2019, and November 23, 2019 to accommodate game day events during the Northwestern University football season.

*For Action*

(A25) **Ordinance 88-O-19, Amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones” adding a Portion of Madison Street**

Transportation & Parking Committee, as well as City staff, recommends City Council adoption of Ordinance 88-O-19, amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones”, adding the North side of 600 Madison Street, from Chicago Avenue to Custer Avenue. Enforcement will be from 8am - 9pm and will have a rate of $.50 per hour.

*For Introduction*
Ordinance 94-O-19, Amending Portions of City Code Sections 10-11-10 “Schedule X(C); Two-Hour Limited Parking”

Staff recommends City Council adoption of Ordinance 94-O-19, amending portions of City Code Sections 10-11-10 “Schedule X(C); Two-Hour Limited Parking.” This Ordinance allows for 2 hour parking from 9:00 a.m. to 6:00 p.m. on the west side of Dodge Avenue from Church Street to the first alley north thereof.

For Introduction

Ordinance 84-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two Hour Limited Parking”

Staff recommends City Council adoption of Ordinance 84-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two Hour Limited Parking.” This Ordinance will allow for 2-hour parking on the east side of Maple Avenue from Garnett Place to Foster Street.

For Introduction

Ordinance 85-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G”

Staff and the Transportation & Parking Committee recommend City Council adoption of Ordinance 85-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G.” This Ordinance will add the three spaces west of Maple on the north side of Foster Street to District G.

For Introduction

Ordinance 91-O-19, Amending Various Sections of Title 10, Chapter 11 Pertaining to City of Evanston Parking Lots

Staff recommends City Council adoption of Ordinance 91-O-19, amending various portions of Title 10, Chapter 11 pertaining to City of Evanston Parking Lots. The Ordinance will remove Lot 32’s 13 meters (825 Hinman Avenue) as all spaces within the lot are being converted to permit only, add Lot 68 and its 13 spaces (717-719 Howard Street) as construction is complete on the new lot, and various other amendments to bring the City Code up to date with previous parking rate and hour changes.

For Introduction

Ordinance 87-O-19, Proposing Consideration of Scheduling of Dates for a Joint Review Board Meeting and a Public Hearing to Consider a Proposed First Amendment to the Howard and Ridge TIF District Redevelopment Plan and Project

Staff recommends City Council approve Ordinance 87-O-19 establishing dates for Howard Ridge TIF amendment Public Hearing and Joint Review Board Meeting.

For Introduction
Ordinance 97-O-19, Decreasing the Number of Class D Liquor Licenses from Fifty-five (55) to Fifty-three (53) Removing Licenses held by Blaze IL Store 5LLC d/b/a Blaze Pizza, and Siam Pasta, Ltd. d/b/a Siam Pasta Thai Cuisine

The Liquor License Commissioner recommends City Council adoption of Ordinance 97-O-19, decreasing the number of Class D Liquor Licenses from fifty-five (55) to fifty-three (53) removing licenses held by Blaze IL Store 5LLC d/b/a Blaze Pizza, and Siam Pasta, Ltd. d/b/a Siam Pasta Thai Cuisine. **Staff recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council Meeting.**

For Introduction and Action

Ordinance 101-O-19, Decreasing the Number of Class C Liquor Licenses from Twenty-three (23) to Twenty-two (22) Removing the License Held by HKK, Inc d/b/a Boltwood

The Liquor License Commissioner recommends City Council adoption of Ordinance 101-O-19, decreasing the number of Class C Liquor Licenses from twenty-three (23) to twenty-two (22) removing the license held by HKK, Inc d/b/a Boltwood. **Staff recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council meeting.**

For Introduction and Action

Ordinance 102-O-19, Increasing the Number of Class D Liquor Licenses from Fifty-three (53) to Fifty-four (54) for Comida, LLC d/b/a Comida Cantina

The Local Liquor Commissioner recommends City Council adoption of Ordinance 102-O-19, amending Class D Liquor License from fifty-three (53) to fifty-four (54) for Comida, LLC d/b/a Comida Cantina, 1926 Central Street, Evanston, IL 60201. **Alderman Eleanor Revelle recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council meeting.**

For Introduction and Action

Ordinance 103-O-19, Increasing the Number of Class D Liquor Licenses from Fifty-three (53) to Fifty-four (54) for MTOG Inc. d/b/a Mid Kitchen

The Local Liquor Commissioner recommends City Council adoption of Ordinance 103-O-19, increasing Class D Liquor License from fifty-three (53) to fifty-four (54) for MTOG Inc. d/b/a Mid Kitchen, 1512 Sherman Avenue, Evanston, IL 60201. **Alderman Donald Wilson recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council meeting.**

For Introduction and Action

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

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

(A3.1) BMO Harris Amazon Credit Card Activity for the period ending June 26, 2019
For Action
Ald. Fleming moved to recommend City Council to approve BMO Harris Amazon Credit Card Activity for the period ending June 26, 2019 in the amount of $17,208.41, seconded by Ald. Rue Simmons.

The Committee voted 4-0 to approve the credit card activity with Ald. Suffredin abstaining.

(A3.2) BMO Harris Amazon Credit Card Activity for the Period ending July 26, 2019
For Action
Ald. Fleming moved to recommend City Council to approve BMO Harris Amazon Credit Card Activity for the period ending July 26, 2019 in the amount of $8,080, seconded by Ald. Rue Simmons.

The Committee voted 4-0 to approve the credit card activity with Ald. Suffredin abstaining.

(A7) Contract Award with Bolder Contractors, Inc. for the Oakton Street Water Supply Connection for the Village of Lincolnwood

Staff recommends that City Council authorize the City Manager to execute a contract for Oakton Street Water Supply Connection (Bid No. 19-36) with Bolder Contractors, Inc. (316 Cary Point Drive, Cary, IL 60013) in the amount of $2,708,514.24. Funding for this project is from the Water Fund (Account 513.71.7330.65515 – 419003), which has an FY 2019 budget allocation of $1,600,000 for this project. The proposed budget for FY 2020 is $2,600,000, for a total of $4,200,000 available for this project. Evanston will recover all costs associated with the water meter and pipeline as these costs were included in the Lincolnwood water rate calculation.

For Action
Ald. Rainey moved to recommend City Council approve the contract with contract for Oakton Street Water Supply Connection, seconded by Ald. Rue Simmons.

The Committee voted unanimously 5-0 to approve the contract.
(A18) **Contract with Phoenix Security to Provide 2 Security Guards for the Lorraine H. Morton Civic Center**

Staff recommends City Council authorize the City Manager to enter into a contract consistent with the terms of Phoenix Security’s proposal for 2 armed security guards. The security guards will work staggered shifts at the Lorraine H. Morton Civic Center during the hours of 8:00 a.m. until 5:00 p.m. and 12:00 p.m. until 8:00 p.m. Monday through Friday providing coverage during normal working hours and during night meetings that take place in the Civic Center. The cost will be approximately $113,400 for 2 guards at $29.50 an hour. Funding for October – December 2019 payments will be from City Manager’s Office Service Agreements Fund (Account 100.15.1505.62509). The remaining $85,050 for January 2020 through September 2020 will be from the same fund in the FY 2020 budget.

**For Action**

Ald. Suffredin moved to recommend City Council approve the contract with Phoenix Security for two armed security guards, seconded by Ald. Rainey.

Ald. Fleming was concerned about if the City had the budget to maintain two armed security guards.

Chief of Police Demitrous Cook recommended the need for two armed guards:

- Over the last 3 years 172 police calls have been reported by the Civic Center, ranging from theft, nuisance and domestic issues.
- There is growing violence in the workplace and employees need to be protected.
- Services would cost $29/HR with Phoenix as opposed to $50/HR for an Evanston Police Officer.
- The Phoenix Security Company is managed by a former Evanston Police Sergeant, and staffed by retired and current police officers.

Assistant City Manager Erika Storlie commented that the Civic Center has design limitations that prohibit closing more exits/entrances in the building, which are against ADA regulations.

The electrical capacity of the building limits the addition of badge readers and safety buttons. This would be significant investment that the City cannot afford.

Ald. Rainey recommended referring this item to executive session, seconded by Ald. Fleming.

The Committee voted unanimously 5-0 to hold this item for executive session.
(A19) Contract Renewal with Evanston Township High School to Provide Crossing Guard and Traffic Control Services

Staff recommends City Council approve a one-year (1) contract renewal (with two 1-year options to renew) with Evanston Township High School (ETHS) to provide crossing guard / traffic control services at streets surrounding the high school. The new contract will take into account the new rates provided by the third-party crossing guard vendor, Andy Frain, and any added cost for the City’s Parking Enforcement Officer that is required. Revenue will be deposited into the following funds: Crossing Guard Reimbursement in the amount of $30,650 (Account 100.19.1942.53516), and Parking Enforcement Reimbursement in the amount of $16,200 (Account 100.19.1942.53516).

For Action

Ald. Rue Simmons moved to recommend City Council approve a one-year (1) contract renewal (with two 1-year options to renew) with Evanston Township High School (ETHS) to provide crossing guard / traffic control services at streets surrounding the high school, seconded by Ald. Rainey.

Ald. Fleming requested staff to bring back information on how District 65 and private schools are funded.

The Committee voted unanimously 5-0 moved to approve the one-year (1) contract renewal (with two 1-year options to renew) with Evanston Township High School (ETHS) to provide crossing guard / traffic control services at streets surrounding the high school.

(A20) Approval of Draft Request for Proposal 19-47, City’s Real Estate Assets and Evaluation

Staff seeks direction and next steps on the draft request for proposal (RFP) for the City’s Real Estate Assets and Evaluation. Staff recommends City Council authorize the City Manager approve RFP 19-47 for City’s Real Estate Assets and Evaluation. The Request for Proposal will commence September 19, 2019 with a deadline for the proposal submission by 2:00 pm on October 18, 2019. Funding will be provided from the General Fund (Contingencies Account 100.15.1525.68025) with a budget of $150,000 for FY 2019.

For Action

Ald. Braithwaite moved to recommend City Council draft request for proposal (RFP) for the City’s Real Estate Assets and Evaluation, seconded by Ald. Fleming.

The Committee voted unanimously 5-0 moved to approve the draft request for proposal (RFP) for the City’s Real Estate Assets and Evaluation.
(A24) **Ordinance 89-O-19, Amending the Municipal Retailers Occupation Tax to Increase the Rate Assessed from 1.0% to 1.25%**

Staff recommends City Council adoption of Ordinance 89-O-19, amending the municipal retailer’s occupation tax (home rule sales tax) to increase the rate assessed from 1.0% to 1.25%. The additional revenue from this rate increase would be deposited in the City’s General Fund.

**For Introduction**

Ald. Braithwaite moved to recommend City Council adopt Ordinance 89-O-19, amending the municipal retailer’s occupation tax (home rule sales tax) to increase the rate assessed from 1.0% to 1.25%

The Committee voted unanimously 5-0 adopt the ordinance.

VI. ITEMS FOR DISCUSSION

VI. COMMUNICATIONS

Ald. Fleming made a referral to Planning and Development regarding Accessory Dwelling Units (ADU) and if the City would provide an incentive program if used as affordable housing.

VII. ADJOURNMENT

Ald. Braithwaite moved to adjourn, seconded by Ald. Rue Simmons. The meeting was adjourned at 6:48pm.

Respectfully Submitted,
Lolita Thomas, Executive Secretary
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: September 18, 2019

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

Summary:
Payroll – August 19, 2019 through September 1, 2019 $ 2,715,957.13
(Payroll includes employer portion of IMRF, FICA, and Medicare)

Bills List – September 24, 2019 $ 5,284,553.50
General Fund Amount – Bills list $ 328,763.41
Advanced Checks - $ 12,163.72
                      $ 340,927.13

TOTAL AMOUNT OF BILLS LIST & PAYROLL $ 8,000,510.63

*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
### CITY OF EVANSTON

#### BILLS LIST

**PERIOD ENDING 09.24.2019**

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**Totals**

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**Run by Tera Davis on 09/16/19 02:55:38 PM**

[1253 of 1253]
CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.24.2019

Payment Date Range 09/24/19 - 09/24/19

Vendor

Invoice Description

Account 62160 - EMPLOYMENT TESTING SERVICES
105201 - TRANS UNION CORP

EMPLOYMENT BACKGROUND CHECKS-TRANSUNION

Account 62270 - MEDICAL/HOSPITAL SERVICES
11884 - QUEST DIAGNOSTICS CLINICAL LABORATORIES

EMPLOYMENT TESTING-QUEST DIAGNOSTICS

Account 62274 - TEST ADMINISTRATION
12883 - ANDREWS TECHNOLOGY HMS, INC.

SOFTWARE MAINTENANCE

Account 62509 - SERVICE AGREEMENTS/ CONTRACTS
255280 - ESPYR

EMPLOYEE CONSULTING SERVICES-EAP

Business Unit 1932 - INFORMATION TECHNOLOGY DIVI.
Account 62185 - CONSULTING SERVICES
321333 - HEARTLAND BUSINESS SYSTEMS

CISCO CALL MANAGER UPGRADE

Account 62340 - IT COMPUTER SOFTWARE
101698 - ESRI
Account 62380 - COPY MACHINE CHARGES
105654 - XEROX CORP.
105654 - XEROX CORP.
105654 - XEROX CORP.
105654 - XEROX CORP.
Account 64505 - TELECOMMUNICATIONS
100401 - COMCAST CABLE

COMMUNICATION CHARGES- SEPT 19

Account 64545 - PERSONAL COMPUTER SOFTWARE
12883 - ANDREWS TECHNOLOGY HMS, INC.

SOFTWARE MAINTENANCE-ANDREWS TECHNOLOGY

Business Unit 1941 - PARKING ENFORCEMENT & TICKETS
Account 52505 - TICKET FINES-PARKING
16735 - AGIM BAKALLI
16736 - ALEXANDRA VELIKOVA
16737 - ALVARO PEREZ
16738 - ANDRZEJ BODZIOCH
16739 - ANDRZEJ KRUPINSKI
16740 - ANEVA STOUT
16741 - ANNA WOLFF
16916 - ANNICE ROBERSON
16743 - ANTHONY GRILL
16744 - ANTONIA KINCANON
16745 - BETH SCHENCKER
16746 - BRENT KING
16747 - BRUCE CUMMINGS
16748 - BRUNO PONTES
16749 - CHRISTOPHER COLLINS
16925 - CHRISTOPHER SCOTESE
16750 - CHRISTYAN DE LA CRUIZ
16751 - CRAIG FULLERTON
16752 - CRUZ LUNA
16753 - DANA FINLEY
16754 - DANIEL JARVIS-PALLARES
16755 - DARCY HOYT
16755 - DARCY HOYT
16923 - DIANE MOMBERG
16756 - EDWARD LOTT
16757 - ELENA MORALES-GRAHL
16758 - ELIZABETH SILHAVY
16840 - ELLA ASHKINAZI
16759 - ELLEN ISRAEL
16760 - EMILY KINCANON
16761 - ERIN SHALLBETTER
16762 - EVERYWHERE WIRELESS
16763 - GABRIEL LEDESMA
16764 - GALILEA INES
16765 - GARY PIATTONI
16766 - IVANA RODGRIQUEZ
16767 - J CONTRERAS
16768 - JACK LANDER
16769 - JAMES MAZUR
16770 - JAMES THEOBALD
16770 - JAMES THEOBALD
16771 - JAMES WHITLOW
16772 - JASON COOPER
16773 - JENIFER GILLER
16774 - JILL WILLCOX
16775 - JIM HAUERT
16776 - JOHN SILVA
16777 - JOI RUSSELL
16778 - JONATHAN LEVY
16779 - JOSE ANAYA MENCHACA
16780 - JOY NACHTRAB
16781 - JR JARVIS
16783 - JULIANNE BOWMAN
16787 - JULIO SANTOS
16788 - KAILI STORY
16789 - KARA SMITH
16790 - KAREN FREDERICK
16791 - KATARZYNA PRASAK
16792 - KATHRYN DE JESUS
16793 - KATHRYN RUDY
16794 - KENNETH JONES
16795 - KEVIN LARMEE
16844 - KIMBERLY HOOPINGARNER
16796 - KURT WERES
16797 - LACINDA HUMMEL
16798 - LANDEN DOUGLAS
16924 - LAYLA WERNER
16799 - LEJLA ROZIC
16800 - LINDA HERNANDEZ
16801 - LUCAS DELGADO
16802 - MARCOANTONIO PINTO
16803 - MARIA GRCIC-MONTANEZ
16804 - MARY CHRZANOWSKI
16842 - MATTHEW HARTZELL
16805 - MELINDA DIVITO
16806 - MICHAEL JORDAN
16807 - MIGUEL ABONCE
16808 - MIROSLAW KAWAULA
16809 - MOLLY MALONE
16810 - MUHAMMAD DARWISH
16811 - NANCY OMUNDSON
16812 - NATHANIEL HALL
16813 - NAWELL ZEGAR
16843 - NICK WIESNER

SHERIDAN SQUARE CITATION REFUND-5/31/18
SHERIDAN SQUARE CITATION REFUND 7/4/18
SHERIDAN SQUARE CITATION REFUND 10/24/18
SHERIDAN SQUARE CITATION REFUND
SHERIDAN SQUARE CITATION REFUND 6/14/18
SHERIDAN SQUARE CITATION REFUND 4/5/18
SHERIDAN SQUARE CITATION REFUND 6/27/18
SHERIDAN SQUARE CITATION REFUND 8/1/18
SHERIDAN SQUARE CITATION REFUND 12/22/18
SHERIDAN SQUARE CITATION REFUND 3/9/19
SHERIDAN SQUARE CITATION REFUND
SHERIDAN SQUARE CITATION REFUND 8/20/18
SHERIDAN SQUARE CITATION REFUND
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SHERIDAN SQUARE REFUND-CITATION 9158207
SHERIDAN SQUARE CITATION REFUND 2/1/18
SHERIDAN SQUARE CITATION REFUND 3/24/19
SHERIDAN SQUARE CITATION REFUND 1/2/19
SHERIDAN SQUARE CITATION REFUND 11/13/18
SHERIDAN SQUARE CITATION REFUND
SHERIDAN SQUARE CITATION REFUND
SHERIDAN SQUARE CITATION REFUND 7/17/18
SHERIDAN SQUARE REFUND-CITATION 22895784
SHERIDAN SQUARE CITATION REFUND
SHERIDAN SQUARE CITATION REFUND 7/17/18
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SHERIDAN SQUARE REFUND-CITATION 9522963
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SHERIDAN SQUARE CITATION REFUND 13428205
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SHERIDAN SQUARE REFUND TICKET 9096389
SHERIDAN SQUARE REFUND-CITATION 9395295
SHERIDAN SQUARE REFUND TICKET 9498880
SHERIDAN SQUARE REFUND TICKET 9554477
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SHERIDAN SQUARE REFUND TICKET 9091266
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SHERIDAN SQUARE REFUND TICKET 9183766
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SHERIDAN SQUARE REFUND TICKET 15598993
SHERIDAN SQUARE REFUND TICKET 23089161
SHERIDAN SQUARE REFUND TICKET 9470377
SHERIDAN SQUARE REFUND TICKET 9504838
SHERIDAN SQUARE REFUND-CITATION 10918313
SHERIDAN SQUARE REFUND TICKET 30010608
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SHERIDAN SQUARE REFUND-CITATION 700898224
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SHERIDAN SQUARE CITATION REFUND 8996779
SHERIDAN SQUARE REFUND-CITATION 10630633

Run by Tera Davis on 09/16/2019 02:55:38 PM

Accounts Payable by G/L Distribution Report

100 GENERAL FUND

Invoice Date

Payment Date

Invoice Amount

09/11/2019
Account 62160 - EMPLOYMENT TESTING SERVICES Totals

09/24/2019
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85.00
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09/05/2019
Account 62270 - MEDICAL/HOSPITAL SERVICES Totals

09/24/2019
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09/11/2019
Account 62274 - TEST ADMINISTRATION Totals

09/24/2019
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09/05/2019
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals
Business Unit 1929 - HUMAN RESOURCE DIVISION Totals

09/24/2019
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06/28/2019
Account 62185 - CONSULTING SERVICES Totals

09/24/2019
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GIS SOFTWARE RENEWAL

07/26/2019
Account 62340 - IT COMPUTER SOFTWARE Totals

09/24/2019
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COPYING CHARGERS
COPYING CHARGERS
COPYING CHARGERS
COPYING CHARGERS

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07/20/2019
04/04/2019
04/20/2019
Account 62380 - COPY MACHINE CHARGES Totals

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09/24/2019
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09/01/2019
Account 64505 - TELECOMMUNICATIONS Totals

09/24/2019
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09/11/2019
Account 64545 - PERSONAL COMPUTER SOFTWARE Totals
Business Unit 1932 - INFORMATION TECHNOLOGY DIVI. Totals

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<th>Account 52530 - BOOT RELEASE FEE</th>
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<tr>
<th>Department 21 - COMMUNITY DEVELOPMENT</th>
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<th>Business Unit 2105 - PLANNING &amp; ZONING</th>
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<td>21050 - PLANNING &amp; ZONING</td>
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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.24.2019

Accounts Payable by G/L Distribution Report

100 GENERAL FUND

Payment Date Range 09/24/19 - 09/24/19

Vendor

Invoice Description

101631 - ELEVATOR INSPECTION SERVICE
101631 - ELEVATOR INSPECTION SERVICE

ELEVATOR INSPECTION
ELEVATOR INSPECTION

Invoice Date

Account 62464 - PLUMB, ELEC, PLAN REVEIW SERV
316000 - SAFEBUILT ILLINOIS

INSPECTION AND PLAN REVIEW CONSULTING SERVICES

Business Unit 5300 - ECON. DEVELOPMENT
Account 62664 - ENTREPRENEURSHIP SUPPORT
120972 - HELLO RACHEL CONSULTING

ENTREPRENEURSHIP SUPPORT PROGRAM GRANT

Payment Date

Invoice Amount

09/11/2019
09/11/2019
Account 62425 - ELEVATOR CONTRACT COSTS Totals

09/24/2019
09/24/2019
5

50.00
50.00
$250.00

09/11/2019
Account 62464 - PLUMB, ELEC, PLAN REVEIW SERV Totals
Business Unit 2126 - BUILDING INSPECTION SERVICES Totals

09/24/2019
1
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4,255.00
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$4,773.99

09/11/2019
Account 62664 - ENTREPRENEURSHIP SUPPORT Totals

09/24/2019
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$1,000.00

GREAT MERCHANT GRANT BANNERS - CENTRAL STREET, CEBA, AND WESTEND
09/11/2019
Account 65522 - BUSINESS DISTRICT IMPROVEMENTS Totals
Business Unit 5300 - ECON. DEVELOPMENT Totals
Department 21 - COMMUNITY DEVELOPMENT Totals

09/24/2019
1
2
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4,301.00
$4,301.00
$5,301.00
$10,186.31

Department 22 - POLICE
Business Unit 2205 - POLICE ADMINISTRATION
Account 62210 - PRINTING
103460 - MINUTEMAN PRESS
103460 - MINUTEMAN PRESS
291625 - THE PRINTED WORD, INC.

PRINTING SERVICES
PRINTING SERVICES - PRISONER PROPERTY FORM
PRINTING SERVICES - BUSINESS CARDS

08/02/2019
08/23/2019
09/03/2019
Account 62210 - PRINTING Totals

09/24/2019
09/24/2019
09/24/2019
3

270.18
459.72
30.00
$759.90

Account 62272 - OTHER PROFESSIONAL SERVICES
106332 - WEST GROUP PAYMENT CTR
300517 - WILD CROW COMMUNICATION, INC

INFORMATION CHARGES - AUGUST
PROFESSIONAL SERVICES - AUGUST

09/01/2019
09/03/2019
Account 62272 - OTHER PROFESSIONAL SERVICES Totals

09/24/2019
09/24/2019
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340.00
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Account 62380 - COPY MACHINE CHARGES
105654 - XEROX CORP.
105654 - XEROX CORP.
105654 - XEROX CORP.
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Account 62380 - COPY MACHINE CHARGES Totals

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Account 65522 - BUSINESS DISTRICT IMPROVEMENTS
15498 - LIBERTY FLAG & BANNER

Account 62509 - SERVICE AGREEMENTS/ CONTRACTS
14135 - LEXIPOL, LLC

LAW ENFORCEMENT PROCEDURE MANUAL - ANNUAL SUBSCRIPTION
09/09/2019
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals

09/24/2019
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Account 64005 - ELECTRICITY
101143 - COMED
101143 - COMED
101143 - COMED

ELECTRIC BILL - CAMERAS
ELECTRIC BILL - CAMERAS
ELECTRIC BILL - CAMERAS

08/29/2019
08/30/2019
09/03/2019
Account 64005 - ELECTRICITY Totals
Business Unit 2205 - POLICE ADMINISTRATION Totals

09/24/2019
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Business Unit 2210 - PATROL OPERATIONS
Account 62490 - OTHER PROGRAM COSTS
101729 - EVANSTON FUNERAL & CREMATION

BODY REMOVAL

08/01/2019
Account 62490 - OTHER PROGRAM COSTS Totals

09/24/2019
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Account 65020 - CLOTHING
102667 - J. G. UNIFORMS, INC

UNIFORM - VEST

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Business Unit 2210 - PATROL OPERATIONS Totals

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MEAL ALLOWANCE - LEAD HOMICIDE INVESTIGATOR
07/15/2019
MEAL ALLOWANCE - 40 HR CRISIS INTERVENTION
08/29/2019
PETTY CASH - OFFICE OF ADMIN
09/12/2019
HEALTH CLUB USAGE - AUGUST 2019
09/05/2019
MEAL ALLOWANCE - 40 HOUR FIELD TRAINING OFFICER
08/07/2019
MEAL ALLOWANCE - 4 HOUR FIELD TRAINING OFFICER
08/07/2019
MEAL ALLOWANCE - 40 HR CRISIS INTERVENTION
08/29/2019
TRAINING - 40 HR JUVENILE SPECIALIST
09/06/2019
TRAVEL / MEAL REIMBURSEMENT - IEMA CONFERENCE, SPRINGFIELD IL
09/11/2019
MEAL ALLOWANCE - LEAD HOMICIDE INVESTIGATOR
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Account 62295 - TRAINING & TRAVEL Totals

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Account 65095 - OFFICE SUPPLIES
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Account 65095 - OFFICE SUPPLIES Totals
Business Unit 2260 - OFFICE OF ADMINISTRATION Totals

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Business Unit 2270 - TRAFFIC BUREAU
Account 62451 - TOWING AND BOOTING CONTRACTS
103795 - NORTH SHORE TOWING

TOWING - CLEANUP

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Account 62451 - TOWING AND BOOTING CONTRACTS Totals
Business Unit 2270 - TRAFFIC BUREAU Totals

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Business Unit 2280 - ANIMAL CONTROL
Account 64005 - ELECTRICITY
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ELECTRIC BILL - ANIMAL SHELTER

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Account 64005 - ELECTRICITY Totals

09/24/2019
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Account 64015 - NATURAL GAS
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GAS - ANIMAL SHELTER

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Business Unit 2280 - ANIMAL CONTROL Totals

09/24/2019
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Business Unit 2295 - BUILDING MANAGEMENT
Account 62225 - BLDG MAINTENANCE SERVICES
322695 - ECO-CLEAN MAINTENANCE
101134 - COLLEY ELEVATOR CO.

2019 JANITORIAL SERVICES
ELEVATOR INSPECTION

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Account 62225 - BLDG MAINTENANCE SERVICES Totals

09/24/2019
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JANITORIAL SUPPLIES
JANITORIAL SUPPLIES

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Account 65125 - OTHER COMMODITIES
228912 - DUSTCATCHERS, INC.
228912 - DUSTCATCHERS, INC.
206940 - ULINE

FLOOR MATS
FLOOR MATS
BUILDING SUPPLIES

08/27/2019
08/13/2019
08/27/2019
Account 65125 - OTHER COMMODITIES Totals
Business Unit 2295 - BUILDING MANAGEMENT Totals
Department 22 - POLICE Totals

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Department 23 - FIRE MGMT & SUPPORT
Business Unit 2305 - FIRE MGT & SUPPORT
Account 62380 - COPY MACHINE CHARGES
105654 - XEROX CORP.

COPYING CHARGERS

08/06/2019
Account 62380 - COPY MACHINE CHARGES Totals

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Business Unit 2260 - OFFICE OF ADMINISTRATION
Account 62295 - TRAINING & TRAVEL
202649 - ADAM PACK
16934 - BARTIOMIEJ NIEDZIELA
101769 - CITY OF EVANSTON PETTY CASH
101711 - EVANSTON ATHLETIC CLUB
152904 - JEFFREY APPELT
14551 - GERARD LEESON
16935 - MIKE KANE
103774 - NORTH EAST MULTI-REGIONAL TRAINING INC
105642 - PATRICK L. WOZNIAK
11976 - TED SCHIENBEIN
158190 - WILLIAM ARZUAGA

Run by Tera Davis on 09/16/2019 02:55:38 PM

411 of 1253

4


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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.24.2019

Accounts Payable by G/L Distribution Report

100 GENERAL FUND

Payment Date Range 09/24/19 - 09/24/19

Vendor

Invoice Description

Business Unit 3020 - REC GENERAL SUPPORT
Account 62490 - OTHER PROGRAM COSTS
16854 - A LITTLE FROSTING
16589 - ADAM'S ACRES
10327 - DULCE CARAMEL CO.
266331 - ED GAST
10765 - FROSTY PRODUCTION
270718 - GENEVA LAKES PRODUCE
289422 - GREAT HARVEST BREAD CO.
291352 - GREEN ACRES
15790 - GREEN FIRE FARM, LLC
266322 - HENRY'S FARM
268159 - J.W. MORLOCK AND GIRLS
255093 - JON FIRST
266324 - K & K FARM'S
275512 - K.V. STOVER AND SON
11913 - KATIC BREADS WHOLESALE, LLC
16855 - KOMBUCHA BRAVA LLC
266320 - LAKE BREEZE ORGANICS
266321 - LYON'S FARM
270726 - M AND D FARMS
270733 - NICHOLS FARM & ORCHARD
270722 - OLD TOWN OIL
288603 - ORGANIC PASTURES
270732 - P AND M FARM
13241 - PHOENIX BEAN LLC
300978 - RIVER VALLEY RANCH
299643 - ROEDGER BROS. BLUEBERRIES
266332 - ROY A. ELKO
275511 - SEEDLING
299638 - SHEEKAR DELIGHTS
288801 - SMITS FARMS
266317 - TERESA'S FRUIT AND HERBS
11785 - THE CHEESE PEOPLE
15791 - WINDMILL GINGER BREW, LLC
13243 - YAYA HOLDINGS LLC DBA CITY PRESS JUICE & BOTTLE
270735 - ZELDENRUST FARM

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Business Unit 3025 - PARK UTILITIES
Account 64005 - ELECTRICITY
101143 - COMED
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Account 64015 - NATURAL GAS
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Business Unit 3030 - CROWN COMMUNITY CENTER
Account 62380 - COPY MACHINE CHARGES
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COPYING CHARGERS
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Account 62505 - INSTRUCTOR SERVICES
14991 - D.I.M.E.
15639 - DONALD HOWARD
16865 - LAUREN SCHEURICH
284036 - MICHELLE A. VAN DER KARR

DJ FOR DJ PUBLIC SKATE NIGHTS
FALL 2019 GIRLS BEGINNER HOCKEY AND POWER HOCKEY
2019 SUMMER AND FALL CREATIVE MOVEMENT INSTRUCTOR
FALL 2019 VARIOUS DANCE CLASS INSTRUCTOR

Account 65040 - JANITORIAL SUPPLIES
12792 - UNIFIRST CORPORATION

JANITORIAL SUPPLY

Account 65095 - OFFICE SUPPLIES
102520 - ILLINOIS PAPER DBA IMPACT NETWORKING LLC

PAPER SUPPLY FOR OFFICE

Business Unit 3035 - CHANDLER COMMUNITY CENTER
Account 62380 - COPY MACHINE CHARGES
105654 - XEROX CORP.

COPYING CHARGERS

Account 62495 - LICENSED PEST CONTROL SERVICES
100310 - ANDERSON PEST CONTROL

MONTHLY PEST CONTROL

Account 62505 - INSTRUCTOR SERVICES
120101 - CHESS WIZARDS, INC.

CHESS WIZARDS CAMP INSTRUCTION

Account 62507 - FIELD TRIPS
104768 - SIX FLAGS GREAT AMERICA

SPORTS CAMP FIELD TRIP

Account 64005 - ELECTRICITY
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Run by Tera Davis on 09/16/2019 02:55:38 PM

Invoice Date

Payment Date

Invoice Amount

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413 of 1253

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<td>Account 62451 - ENTERTAINMENT/SERVICES</td>
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<td>08/21/2019</td>
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<td>Account 65025 - FOOD</td>
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<td>Account 65025 - FOOD</td>
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<td>Account 65110 - RECREATION SUPPLIES</td>
<td>BADMINTON SPORTS</td>
<td>08/14/2019</td>
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<td>Account 65030 - LEVY CENTER SENIOR SERVICES</td>
<td>COPY MACHINE CHARGES</td>
<td>08/09/2019</td>
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<td>08/09/2019</td>
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<td>Account 62505 - INSTRUCTOR SERVICES</td>
<td>BASKETBALL CLASS INSTRUCTOR</td>
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<td>OCTOBER BUS TRIP</td>
<td>09/09/2019</td>
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<td>Account 65040 - JANITORIAL SUPPLIES</td>
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<td>Account 65070 - OFFICE/OTHER EGT MTN MALTL</td>
<td>COMPUTER SERVICE</td>
<td>08/27/2019</td>
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<td>ACCOUNT</td>
<td>08/27/2019</td>
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<td>WATER CHARGES</td>
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<td>TOTE PICK UP</td>
<td>09/03/2019</td>
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<td>Account 65250 - OTHER CONTRACTUAL SERVICES</td>
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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.24.2019

Accounts Payable by G/L Distribution Report

100 GENERAL FUND

Payment Date Range 09/24/19 - 09/24/19

Vendor

Invoice Description

Account 65040 - JANITORIAL SUPPLIES
10546 - SUPERIOR INDUSTRIAL SUPPLY

JANITORIAL SUPPLIES

Business Unit 3710 - NOYES CULTURAL ARTS CENTER
Account 62495 - LICENSED PEST CONTROL SERVICES
100310 - ANDERSON PEST CONTROL
100310 - ANDERSON PEST CONTROL

Invoice Date

Payment Date

Invoice Amount

09/03/2019
Account 65040 - JANITORIAL SUPPLIES Totals
Business Unit 3605 - ECOLOGY CENTER Totals

09/24/2019
1
2

173.94
$173.94
$195.94

MONTHLY PEST CONTROL
MONTHLY PEST CONTROL

07/01/2019
08/01/2019
Account 62495 - LICENSED PEST CONTROL SERVICES Totals

09/24/2019
09/24/2019
2

50.68
50.68
$101.36

Account 65040 - JANITORIAL SUPPLIES
10546 - SUPERIOR INDUSTRIAL SUPPLY

JANITORIAL SUPPLIES

08/13/2019
Account 65040 - JANITORIAL SUPPLIES Totals
Business Unit 3710 - NOYES CULTURAL ARTS CENTER Totals

09/24/2019
1
3

747.39
$747.39
$848.75

Business Unit 3720 - CULTURAL ARTS PROGRAMS
Account 62500 - TECHNICAL INFORMATION SERVICES
10352 - B&B PRODUCTIONS, INC

RENTAL OF GENERATOR FOR STARLIGHT CONCERTS

09/06/2019
Account 62500 - TECHNICAL INFORMATION SERVICES Totals

09/24/2019
1

525.00
$525.00

FACE PAINTING ARTIST COMMUNITY PICNIC
08/28/2019
ENTERTAINMENT CONTRACTOR FOR COMMUNITY PICNIC
08/28/2019
ENTERTAINMENT CONTRACTOR STREETS ALIVE
09/10/2019
RENTAL FOR COMMUNITY PICNIC
08/24/2019
BALLOON ARTIST COMMUNITY PICNIC
08/28/2019
Account 62509 - SERVICE AGREEMENTS/ CONTRACTS Totals

09/24/2019
09/24/2019
09/24/2019
09/24/2019
09/24/2019
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170.00
275.00
275.00
1,100.00
500.00
$2,320.00

Account 62511 - ENTERTAIN/PERFORMER SERV
11628 - ELDRIDGE SHANNON

POP UP PERFORMANCE AT STREETS ALIVE

09/11/2019
Account 62511 - ENTERTAIN/PERFORMER SERV Totals

09/24/2019
1

100.00
$100.00

Account 62515 - RENTAL SERVICES
104672 - SERVICE SANITATION INC

SANITATION AT COMMUNITY PICNIC

08/30/2019
Account 62515 - RENTAL SERVICES Totals
Business Unit 3720 - CULTURAL ARTS PROGRAMS Totals
Department 30 - PARKS, REC. AND COMMUNITY SERV. Totals

09/24/2019
1
8
145

410.00
$410.00
$3,355.00
$72,036.78

Department 40 - PUBLIC WORKS AGENCY
Business Unit 4105 - PUBLIC WORKS AGENCY ADMIN
Account 52126 - RIGHT-OF-WAY PERMIT
16931 - DIANE ONOFREY

MVSC PERMIT REFUND-MISCOMMUNICATION

09/09/2019
Account 52126 - RIGHT-OF-WAY PERMIT Totals

09/24/2019
1

120.00
$120.00

Account 62380 - COPY MACHINE CHARGES
105654 - XEROX CORP.
105654 - XEROX CORP.
105654 - XEROX CORP.

COPYING CHARGERS
COPYING CHARGERS
COPYING CHARGERS

04/20/2019
05/11/2019
08/06/2019
Account 62380 - COPY MACHINE CHARGES Totals

09/24/2019
09/24/2019
09/24/2019
3

37.96
21.00
37.96
$96.92

Account 65020 - CLOTHING
292557 - SILK SCREEN EXPRESS, INC.
292557 - SILK SCREEN EXPRESS, INC.
292557 - SILK SCREEN EXPRESS, INC.
292557 - SILK SCREEN EXPRESS, INC.
292557 - SILK SCREEN EXPRESS, INC.
292557 - SILK SCREEN EXPRESS, INC.
292557 - SILK SCREEN EXPRESS, INC.
292557 - SILK SCREEN EXPRESS, INC.

FY2019
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FY2019
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FY2019

06/05/2019
06/05/2019
06/05/2019
06/06/2019
06/05/2019
08/19/2019
08/19/2019
07/16/2019
Account 65020 - CLOTHING Totals
Business Unit 4105 - PUBLIC WORKS AGENCY ADMIN Totals

09/24/2019
09/24/2019
09/24/2019
09/24/2019
09/24/2019
09/24/2019
09/24/2019
09/24/2019
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541.00
156.00
158.50
250.00
102.00
35.00
1,490.00
174.00
$2,906.50
$3,123.42

Business Unit 4320 - FORESTRY
Account 62385 - TREE SERVICES
103795 - NORTH SHORE TOWING
103795 - NORTH SHORE TOWING

TOWING - TREE REMOVAL
TOWING - TREE REMOVAL

09/03/2019
09/03/2019
Account 62385 - TREE SERVICES Totals

09/24/2019
09/24/2019
2

75.00
75.00
$150.00

Account 65005 - AGRI/BOTANICAL SUPPLIES
15623 - HERRERA LANDSCAPE SNOW REMOVAL, INC

2019 SPRING TREE PLANTING SERVICE

09/10/2019
Account 65005 - AGRI/BOTANICAL SUPPLIES Totals
Business Unit 4320 - FORESTRY Totals

09/24/2019
1
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8,250.00
$8,250.00
$8,400.00

Business Unit 4330 - GREENWAYS
Account 62195 - LANDSCAPE MAINTENANCE SERVICES
14787 - CLEANSLATE CHICAGO, LLC
223694 - LANDSCAPE CONCEPTS MANAGEMENT, INC.

2019 MOWING SERVICES
2019 GREEN BAY ROAD LANDSCAPE MAINTENANCE

08/31/2019
09/01/2019
Account 62195 - LANDSCAPE MAINTENANCE SERVICES Totals

09/24/2019
09/24/2019
2

3,862.03
3,139.66
$7,001.69

Account 65055 - MATER. TO MAINT. IMP.
297163 - KOMPAN, INC.

SOLE SOURCE PURCHASE PLAYGROUND STRUCTURE

08/29/2019
Account 65055 - MATER. TO MAINT. IMP. Totals

09/24/2019
1

3,281.85
$3,281.85

Account 65070 - OFFICE/OTHER EQT MTN MATL
245860 - WENTWORTH TIRE SERVICE

TIRE REPLACEMENT

08/29/2019
Account 65070 - OFFICE/OTHER EQT MTN MATL Totals
Business Unit 4330 - GREENWAYS Totals

09/24/2019
1
4

124.00
$124.00
$10,407.54

Business Unit 4510 - STREET MAINTENANCE
Account 65055 - MATER. TO MAINT. IMP.
13666 - BUILDERS ASPHALT, LLC
13666 - BUILDERS ASPHALT, LLC
13666 - BUILDERS ASPHALT, LLC
13666 - BUILDERS ASPHALT, LLC
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13666 - BUILDERS ASPHALT, LLC
13666 - BUILDERS ASPHALT, LLC
13666 - BUILDERS ASPHALT, LLC
13666 - BUILDERS ASPHALT, LLC
16444 - MIDWEST PAVING EQUIPMENT, INC.
100780 - OZINGA CHICAGO RMC, INC.
100780 - OZINGA CHICAGO RMC, INC.
106903 - SHERWIN INDUSTRIES
295006 - THELEN MATERIALS, LLC

2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
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2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
2019 ASPHALT PURCHASE
BIODEGRADABLE ASPHALT RELEASE AGENT
2019 CONCRETE PURCHASE
2019 CONCRETE PURCHASE
HP CONCRETE COLD PATCH
3/8 STONE CHIPS - IDOT

08/07/2019
08/08/2019
08/09/2019
08/15/2019
08/19/2019
08/20/2019
08/21/2019
08/28/2019
08/29/2019
09/06/2019
09/12/2019
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08/14/2019
08/23/2019
06/19/2019
08/15/2019
07/31/2019
08/05/2019
08/31/2019
Account 65055 - MATER. TO MAINT. IMP. Totals
Business Unit 4510 - STREET MAINTENANCE Totals

09/24/2019
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782.40
104.40
478.20
46.20
572.40
782.40
239.40
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61.80
181.80
392.40
844.20
61.20
304.30
105.00
199.80
88.80
89.40
451.20
121.20
285.00
1,621.50
2,397.00
782.00
310.50
$11,902.50
$11,902.50

Business Unit 4520 - TRAF. SIG.& ST LIGHT MAINT
Account 65070 - OFFICE/OTHER EQT MTN MATL
100747 - MOBO TREX

SIGNAL SURGE ARRESTOR

08/27/2019
Account 65070 - OFFICE/OTHER EQT MTN MATL Totals
Business Unit 4520 - TRAF. SIG.& ST LIGHT MAINT Totals
Department 40 - PUBLIC WORKS AGENCY Totals
Fund 100 - GENERAL FUND Totals

09/24/2019
1
1
45
525

378.00
$378.00
$378.00
$34,211.46
$328,763.41

Account 62509 - SERVICE AGREEMENTS/ CONTRACTS
16043 - A HARDY PARTY
100841 - DAYNA CALDERON
100841 - DAYNA CALDERON
16933 - WAXED HANDS
105645 - WRIGHT, ANTHONY

Run by Tera Davis on 09/16/2019 02:55:38 PM

AFSCME UNIFORM PURCHASE
AFSCME UNIFORM PURCHASE
AFSCME UNIFORM PURCHASE
AFSCME UNIFORM PURCHASE
AFSCME UNIFORM PURCHASE
AFSCME UNIFORM PURCHASE
AFSCME UNIFORM PURCHASE
AFSCME UNIFORM PURCHASE

415 of 1253

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<th>Invoice Description</th>
<th>Invoice Date</th>
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<tbody>
<tr>
<td>Fund 175 - GENERAL ASSISTANCE FUND</td>
<td>OFFICE SUPPLIES</td>
<td>07/06/2019</td>
<td>09/24/2019</td>
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<td>Department 24 - HEALTH</td>
<td>OFFICE SUPPLIES</td>
<td>07/08/2019</td>
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Total:
- Account 65095 - OFFICE SUPPLIES: $67.41
- Business Unit 4605 - GENERAL ASSISTANCE ADMIN: $67.41
- Department 24 - HEALTH: $67.41
- Fund 175 - GENERAL ASSISTANCE FUND: $67.41
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<td>WEST END MARKET 8/13-8/31/19</td>
<td>09/05/2019</td>
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<td>303008 - FRIENDSHIP BAPTIST CHURCH OF EVANSTON</td>
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Account 67006 - Community Action Program Totals 2 $2,340.00
Business Unit 4651 - HEALTH & HUMAN SERVICES Totals 2 $2,340.00
Department 24 - HEALTH Totals 2 $2,340.00

Fund 176 - HEALTH AND HUMAN SERVICES Totals 2 $2,340.00
## CITY OF EVANSTON
### BILLS LIST
### PERIOD ENDING 09.24.2019

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<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
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<td>BLOOM 3</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
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<td>BRELLA PRODUCTIONS</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
<td>08/19/2019</td>
<td>250.00</td>
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<tr>
<td>BUCEPHALUS BIKES</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
<td>08/19/2019</td>
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<td>CHYKALOPHIA GROUP</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
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<tr>
<td>EVANSTON REBUILDING WAREHOUSE</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
<td>08/19/2019</td>
<td>250.00</td>
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<tr>
<td>FOLLOW YOUR NOSE</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
<td>08/19/2019</td>
<td>250.00</td>
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<tr>
<td>GRUMMAN/BUTKUS ASSOCIATES</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
<td>08/19/2019</td>
<td>250.00</td>
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<td>KIPNIS ARCHITECTURE &amp; PLANNING</td>
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<td>09/24/2019</td>
<td>09/05/2019</td>
<td>3,125.00</td>
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<tr>
<td>KOMBUCHA BRAVA LLC</td>
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<td>09/24/2019</td>
<td>08/19/2019</td>
<td>250.00</td>
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<td>MAYA PAPAYA &amp; TONY MACARONY</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
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<td>WALSH NATURAL HEALTH</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
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### Totals for Fund 180 - GOOD NEIGHBOR FUND
- **TOTAL**: $5,875.00

### Accounts Payable by G/L Distribution Report
- **Payment Date Range**: 09/24/19 - 09/24/19
- **Business Unit**: 1800 - GOOD NEIGHBOR ADMINISTRATION
- **Department**: 99 - NON-DEPARTMENTAL

<table>
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<th>Description</th>
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<th>Payment Date</th>
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<tbody>
<tr>
<td>62490 - OTHER PROGRAM COSTS</td>
<td>SUSTAIN EVANSTON PILOT PROGRAM INCENTIVE - BACKLOT COFFEE</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
<td>08/19/2019</td>
<td>250.00</td>
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<tr>
<td>62490 - OTHER PROGRAM COSTS</td>
<td>SUSTAIN EVANSTON PILOT PROGRAM INCENTIVE - BLOOM 3</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
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<tr>
<td>62490 - OTHER PROGRAM COSTS</td>
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<tr>
<td>62490 - OTHER PROGRAM COSTS</td>
<td>SUSTAIN EVANSTON PILOT PROGRAM INCENTIVE - BUCEPHALUS BIKES</td>
<td>180 - GOOD NEIGHBOR FUND</td>
<td>09/24/2019</td>
<td>08/19/2019</td>
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<tr>
<td>62490 - OTHER PROGRAM COSTS</td>
<td>CLIMATE ACTION AND RESILIENCE PLAN - DESIGN WORK</td>
<td>180 - GOOD NEIGHBOR FUND</td>
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<td>62490 - OTHER PROGRAM COSTS</td>
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<tr>
<td>62490 - OTHER PROGRAM COSTS</td>
<td>SUSTAIN EVANSTON PILOT PROGRAM INCENTIVE - FOLLOW YOUR NOSE</td>
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<td>08/19/2019</td>
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<td>62490 - OTHER PROGRAM COSTS</td>
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### Totals
- **Account 62490 - OTHER PROGRAM COSTS**
  - **TOTAL**: $5,875.00
- **Business Unit 1800 - GOOD NEIGHBOR ADMINISTRATION**
  - **TOTAL**: $5,875.00
- **Department 99 - NON-DEPARTMENTAL**
  - **TOTAL**: $5,875.00
- **Fund 180 - GOOD NEIGHBOR FUND**
  - **TOTAL**: $5,875.00

Run by Tera Davis on 09/16/2019 02:55:38 PM

418 of 1253
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**Business Unit 5220 - CDBG ADMINISTRATION**

**Account 62490 - OTHER PROGRAM COSTS**

- HOUSING REHAB - CREDIT REPORTS - 1919 DEWEY - 2211 FOSTER
  - Invoice Date: 09/11/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $22.95

- Business Unit 5187 - REHAB CONSTRUCTION ADMIN
  - Invoice Date: 09/11/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $22.95

**Business Unit 5220 - CDBG ADMINISTRATION**

**Account 62285 - COURIER CHARGES**

- REIMBURSEMENT: VISTA TRANSPORTATION AND STIPENDS
  - Invoice Date: 09/11/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $211.90

- Account 62205 - ADVERTISING
  - Invoice Date: 09/11/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $211.90

**Business Unit 5220 - CDBG ADMINISTRATION**

**Account 62055 - ADVERTISING**

- Account 62205 - ADVERTISING
  - Invoice Date: 09/11/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $211.90

**Business Unit 5220 - CDBG ADMINISTRATION**

**Account 62285 - COURIER CHARGES**

- SHIPPING
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $25.80

- Account 62285 - COURIER CHARGES
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $25.80

- Business Unit 5220 - CDBG ADMINISTRATION
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $237.70

- Department 21 - COMMUNITY DEVELOPMENT
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $260.65

**Fund 215 - CDBG FUND**

- Account 62205 - ADVERTISING
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  - Invoice Amount: $211.90

- Account 62285 - COURIER CHARGES
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
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- Account 62285 - COURIER CHARGES
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $237.70

- Account 62285 - COURIER CHARGES
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $260.65

- Fund 215 - CDBG FUND
  - Invoice Date: 08/28/2019
  - Payment Date: 09/24/2019
  - Invoice Amount: $260.65

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**CITY OF EVANSTON**

**BILLS LIST**

**PERIOD ENDING 09.24.2019**

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420 of 1253
## CITY OF EVANSTON
### BILLS LIST
**PERIOD ENDING 09.24.2019**

### Accounts Payable by G/L Distribution Report
- **Payment Date Range**: 09/24/19 - 09/24/19

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<td>Business Unit 5280 - CD LOAN</td>
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CITY OF EVANSTON
ACCOUNTS PAYABLE BY G/L DISTRIBUTION REPORT
Payment Date Range 09/24/19 - 09/24/19

Run by Tera Davis on 09/16/2019 02:55:38 PM
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### CITY OF EVANSTON
#### BILLS LIST
**PERIOD ENDING 09.24.2019**

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<td>Account 62145 - ENGINEERING SERVICES</td>
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<td>Account 62145 - ENGINEERING SERVICES</td>
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<td><strong>CONSULTING SERVICES FOR FLEETWOOD JOURDAIN GYM FLOOR</strong></td>
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<td><strong>GARDEN PARK RENOVATIONS - CONSULTING AWARD</strong></td>
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<td>Account 62145 - ENGINEERING SERVICES</td>
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<th>Vendor</th>
<th>Invoice Description</th>
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<td>285559 - BULLEY &amp; ANDREWS, LLC</td>
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**Fund 416 - CROWN CONSTRUCTION FUND Totals**

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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.24.2019

Accounts Payable by G/L Distribution Report
Payment Date Range 09/24/19 - 09/24/19

Run by Tera Davis on 09/16/2019 02:55:38 PM

425 of 1253
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CITY OF EVANSTON
BILLS LIST
PERIOD ENDING 09.24.2019

Accounts Payable by G/L Distribution Report
Payment Date Range 09/24/19 - 09/24/19

Run by Tera Davis on 09/16/2019 02:55:38 PM
429 of 1253
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**Business Unit**: 7780 - VEHICLE REPLACEMENTS

**Account**: 65550 - AUTOMOTIVE EQUIPMENT

**MATERIAL TESTING SERVICES**

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**Fund 605 - INSURANCE FUND Totals**

- $12,740.07

**Account 62130 - LEGAL SERVICES-GENERAL Totals**

- 6
- $12,740.07

**Account 66044 - WORKERS COMP INSURANCE PREMIUMS**

- STATE TREASURER, ILLINOIS WORKERS’
- $2,264.00

**Account 66044 - WORKERS COMP INSURANCE PREMIUMS Totals**

- 1
- $2,264.00

**Business Unit 7800 - RISK MANAGEMENT Totals**

- 7
- $15,004.57

**Department 99 - NON-DEPARTMENTAL Totals**

- 7
- $15,004.57

**Fund 605 - INSURANCE FUND Totals**

- 7
- $5,030,625.52

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**Business Unit 7800 - RISK MANAGEMENT**

**Account 62130 - LEGAL SERVICES-GENERAL**

- MATERIAL TESTING SERVICES
- OAKTON STREET WATER SUPPLY CONNECTION
- 1509 RAW WATER INTAKE REPLACEMENT
- WILSON V COE
- HENEGHAN V COE
- BERKELEY V COE

- $12,740.07

**Account 66044 - WORKERS COMP INSURANCE PREMIUMS**

- WORKER'S COMP INSURANCE-STATE TREASURER

- $2,264.00

**Account 66044 - WORKERS COMP INSURANCE PREMIUMS Totals**

- 1
- $2,264.00

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**Department 99 - NON-DEPARTMENTAL**

**Account 62130 - LEGAL SERVICES-GENERAL**

- MATERIAL TESTING SERVICES
- OAKTON STREET WATER SUPPLY CONNECTION
- 1509 RAW WATER INTAKE REPLACEMENT
- WILSON V COE
- HENEGHAN V COE
- BERKELEY V COE

- $12,740.07

**Account 66044 - WORKERS COMP INSURANCE PREMIUMS**

- STATE TREASURER, ILLINOIS WORKERS’

- $2,264.00

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**Fund 605 - INSURANCE FUND**

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Total for Fund 100 - GENERAL FUND: $17,463.72
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<td>15,674.98</td>
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<td>IEPA</td>
<td>220,788.88</td>
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<td></td>
<td>LOAN DISBURSEMENT SEWER FUND</td>
<td>220,788.88</td>
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<td>236,463.86</td>
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</tbody>
</table>

**Grand Total** $5,284,553.50

PREPARED BY ___________________________ DATE

REVIEWED BY ___________________________ DATE

APPROVED BY ___________________________ DATE
Memorandum

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

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

Subject: Purchase of Parking Business Analytics and Garage Capacity Signage

Date: September 12, 2019

Recommended Action:
Staff recommends City Council approval of a sole-source purchase of parking business analytics and garage capacity signs from Automated Parking Technologies (500 W 18th Street, Chicago, IL 60616). The purchase includes the platform for data collection, analysis and reporting of available parking in connection with Smarking, as well as the fabrication and installation of signs for a total of $147,876. Capacity signs would be installed at the entrances to the City’s 3 garages and on two of the surrounding streets of the downtown area. Based on the vendor’s previous experience with the analytics and signage, staff estimates that the project will pay for itself within 2 years of implementation due to better utilization of garages spaces.

Funding:
$250,000 in CIP funds are reserved for the project (Account 505.19.7005.65515 project # 619003 - Church/Maple/Sherman Garage - Capacity Signs).

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

Summary:
The City of Evanston owns three garages in its downtown area. Many residents and visitors state that there is limited parking in downtown, specifically on the street. The City garages are a great alternative as they offer a large capacity of long-term parking at a reduced rate. The first hour and Sundays are free in the garages. In addition, you can park up to 5 hours for $5. By adding signage listing the number of parking spaces
available inside of the garages, people will be more likely to pull in the garage to park rather than circling streets creating congestion and unnecessary pollution.

The garage parking occupancy data will also be available for viewing through a newly designed webpage and the analytics will be available on a public platform. Currently, the ability to use data to manage available parking spaces in the garages and on the street is challenging due to the many systems that operate the various pieces of parking infrastructure. The Smarking platform consolidates all of this data and will allow for users to easily see the available spaces and the occupancy trends over time. This will help inform decision-making around parking throughout the City as staff and Council move forward on initiatives involving planned developments and parking initiatives.

The City will refine the design of the signage before taking it to Design and Project Review committee for approval. The City will provide the power source for the two on-street signs, and will use the existing power/signage at the garages to feed those signs. APT and Smarking will work with current vendors (Skidata, Cale, CivicSmart and Passport) to provide access to their data for reporting. If requested, the City can add mapping on the City’s website of on-street parking availability at a later date through Smarking. Also, the City can receive a reduced rate if they decide to reduce the amount of signs in the future.

The contract is a sole source purchase as the City already contracts with APT for the operation of the parking access and revenue control system (PARCS) in the City garages, which will provide the numbers of spaces for each garage.

Lastly, the Duration Report and the Historical Analysis Report will be very beneficial for the operation of the garages to maximize the usage by the various users. By having access to this data, garage staff will be able to more efficiently manage the garage spaces between monthly permit holders and transient users. It will also increase efficiency of overall garage usage. Currently, the Sherman Garage reaches full capacity at the weekday lunch hour. With the capacity signs showing the availability, parkers can make a decision about which garage to park at based on the available spots, before they pull into the garage.

Attachments:
Quote from APT/Smarking for Parking Business Analytics and Garage Capacity Sign Project
Church, Maple and Sherman Garages
City of Evanston - Count Signage Proposal

Date: 9/9/2019
Proposal #: 19-00358A

System Overview:

Provide signage equipment with labor to deliver and configure multiple signs to interface with the SKIDATA PARCS System. This solution includes single and dual sided City of Evanston Logo graphics to help specify the city garages from private locations. Several configurations have been included specific to approach direction as well as character size to show “Spaces Available”. These signs will push availability from the garages via cellular to provide near real time counts. The garages will need to be monitored daily to ensure counts remain as accurate as possible.

Equipment Pricing with Component Brief:

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Software</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Parking.Logic software module license for internal interface &quot;Signs, Parking Guidance System&quot;</td>
<td>$6,435</td>
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<tr>
<td></td>
<td><strong>Signage</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>City of Evanston Logo SPACES AVAILABLE w/Right Arrow</td>
<td>$4,937</td>
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<tr>
<td></td>
<td></td>
<td>x 3 =</td>
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<tr>
<td></td>
<td></td>
<td>14,811</td>
</tr>
<tr>
<td>1</td>
<td>CHURCH ST MAPLE ST SHERMAN ST</td>
<td>$12,300</td>
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<tr>
<td></td>
<td></td>
<td>x 2^9 =</td>
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<td></td>
<td></td>
<td>24,600</td>
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City of Evanston - Count Signage Proposal
Church, Maple and Sherman Garages

Software
On-Street Garage Approach Signage

Signage

Sherman, Church and Maple Garage

On-Street Garage Approach Signage
Equipment Pricing with Component Brief:

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Communication module. Includes power supply to control and power; IP65</td>
<td>$1,514</td>
</tr>
<tr>
<td>1</td>
<td>Interface Module - Used as input module to integrate counting devices. In addition used for the control of exterior lot full sign / space available sign with other control devices (relays w. / 24v DC 2 in / 2 out - IP 66 Rated</td>
<td>$261</td>
</tr>
<tr>
<td>2</td>
<td>Controller Comm Mod, local device interface pre additional facility</td>
<td>$37,714</td>
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</tbody>
</table>

Inclusions:
- Provide, Install and commission all purchased equipment as listed above

Exclusions:
- Infrastructure conduits and wiring by General Contractor / Electrician based on APT supplied shop drawings and project manager direction. Current Sign penetration on top or bottom is required. Adequate power to signs if existing is not suitable by others. Also windsheer ratings for poles to add signs by others.

Hardware and Software: $63,560
Installation: $9,761
Setup, Programming, Training: $6,061
Freight, Delivery, Tax: Figured as "Tax Exempt" $2,364

System Total: $81,746

Terms:

Pricing good for 30 days and subject to revision/change anytime within this period prior to formal acceptance below. Fifty percent (50%) deposit of "System Total" and signatures required for formal acceptance. Forty percent (40%) upon start of the project and ten (10%) percent upon completion. Net 30 with 5% late fees of the amount past due.

Delivery: (timing dependent on order particulars) after confirmation below and deposit received.

Owner/Operator Order Acceptance ________________________________
(signature)

Owner/Operator Options Acceptance ________________________________
(initial item/s above to be added to system total)

Company/Title ________________________________
(Please Print)

Date ________________________________

APT Acceptance ________________________________
(signature)

Date ________________________________

Thank you for allowing APT to help solve your parking needs.
City of Evanston

Document: Parking Business Intelligence and Analytics for on and off street assets.

Prepared For: Erika Storlie
Assistant City Manager
City of Evanston
(847) 448-8007
estorlie@cityofevanston.org

Prepared By: Chris Hayes
Regional Sales Manager
(512) 567-0179
chris@smarking.net

Date: September 11, 2019
**Project Summary**
With this service, Smarking proposes to collect, analyze, and report on operational parking data for City of Evanston parking operations. The goal of the project is to enhance business intelligence to increase operational knowledge and efficiency. The project will be delivered via Smarking’s Internet based platform which consolidates data across the customer’s parking revenue control systems in order to provide an integrated, holistic, 360-degree view of all the city’s parking data.

**Smarking Management Platform (Web-Based)**
The Smarking Management Platform will provide real time and predictive parking data by integrating and normalizing the data generated from the onsite parking access and revenue control equipment (PARCS), pay stations, and other relevant parking data sources. The system will provide real time monitoring for each parking facility under analysis, projection of future demand, and analytics of the operations in varied time frames.

The management system will be hosted on Smarking’s servers and can be accessed by logging onto the Smarking web portal using any device with Internet access.

**The Smarking Platform’s 8-Major Features:**

1. **Real time monitoring:** Real time parking occupancy in each parking facility will be displayed in the dashboard of the management system and will be updated in real time.

2. **Oversell Analysis:** Analyze the unique parking behavior associated with individual tenants/parking groups in an effort to make targeted oversell decisions based on each group’s distinct usage patterns.

3. **Online Rate Survey:** Enables users to quickly ascertain how competitor locations are pricing parking on various online sales portals and set up email alerts around competitor price changes.

4. **Daily email digest and alerts:** Users can sign up to receive daily and weekly email digests customized to highlight the metrics most relevant to their business and locations. Alerts and anomaly detection functionality can be configured to alert users via email or text based on specified occupancy levels.

5. **Future projection:** The system will analyze historical and real-time data to make predictions about future occupancy and revenue for up to 30 days in advance.

6. **Analytics:** The Smarking analysis platform can be customized in a number of different ways and includes a host of functionality included but not limited to:
   a. **Historical occupancy analysis**
      i. occupancy over time
      ii. average occupancy
      iii. year over year analysis
   b. **Revenue analysis**
      i. by day, week, month or year
      ii. year over year analysis
      iii. validation and discount analysis (early bird, evening special, etc.)
      iv. transaction and price / ticket analysis
c. Duration analysis
   i. duration by any parker segmentation (transient vs contract vs aggregator)
   ii. duration analysis by day of week
   iii. duration analysis by time of entry
   iv. year over year analysis
d. All of the above functionality can be customized through any parker segmentation (tenant, validation type, payment method etc.) that is available in the underlying database.

7. Management and settings: Administrators can add, delete, and edit users for accessibility to the management system as well as their roles, privileges and access permissions to each page of the system.

8. The Smarking API: Technical administrators and affiliates of City of Evanston can access the underlying API associated with the Smarking Management Platform to stream relevant parking information from Smarking onto third party applications. NOTE: This proposal does not include Smarking Professional Services work to support integrations other than with the SKIDATA system listed below. Such work can be scoped and priced separately if requested by the City of Evanston.

Smarking User Interface – Screenshot Examples

Dashboard
Displays current occupancy information in each parking facility, real time revenue information and historical occupancy information for the past 24 hours.
Historical Occupancy Report
Displays the historical occupancy in aggregate or by location.

Average Weekly Occupancy
Displays occupancy, entries and exits over time for set days of the week.
Duration Report
Displays average parking duration for cars entered at specific time.

The Smarking API
Communicate relevant parking dynamics to external applications – websites, mobile apps, etc.
OPTIONAL AND DELIVERED WITH ADDITIONAL PROFESSIONAL SERVICES FEES WHICH ARE INCLUDED BELOW -
Visually display parking occupancies and durations on a dynamic interface for both on and off-street parking,
allowing either internal City of Evanston users, or external customers to view occupancy statistics.

Map can be accessed through the Smarking web-based product or deployed on an external website via a widget
which can be inserted in an iframe.

Parking

Questions about parking? Call our parking helpline at 510.477.1780, or use the map below to find the best parking option for you.

### Parking Uses & Payment Types

**Best for BART Commuters - Area S Permit**

- **Where:** Lot 2 / Meyers Dr. / J St. and 12th St. / Alvarado-Niles Rd. (Northbound)
- **Hours:** Monday - Friday, 8am to 6pm
- **Cost:** $120 per quarter / or four payments per year
- **Buy online:** [uparking.org](http://uparking.org)
- **Questions:** 510.477.1780

**Ideal for Neighborhood Visits - Pay & Display**

- **Where:** Union Square / 11th St. / Cheeves Way
- **How to pay:** Enter hours to park / pay with card/coin / take receipt / place on dash
- **Cost:** $0.50 per hour (4 hours max)

**For Occasional BART Trips - Pay by Space**

- **Where:** Lot 1 / Lot 2 / Station Center Parking Garage
- **How to pay:** Enter space # / enter hours to park / pay with card/coin / keep receipt
- **Cost:** $0.50 per hour ($4 per day)

**For Residents and Retail Tenants - Area M Permit**

- **Where:** Station Center Parking Garage
- **Who:** Station Center residents and retail tenants only
- **Cost:** $120 per quarter / or four payments per year
- **Buy online:** [uparking.org](http://uparking.org)
- **Questions:** 510.477.1780

Two hours limited FREE parking is also available on Meyers Drive, 12th Street, J Street Parking Lot, and Alvarado-Niles Road.
Fee Structure
Smarking will provide the services as detailed in the table below. Please note that parking revenue control systems may charge integration fees in order to facilitate Smarking integration. These fees are negotiated between City of Evanston and the PARCS and are the responsibility of the City and are **not fully included below**.

<table>
<thead>
<tr>
<th>Product Description – Smarking Baseline Solution</th>
<th>Standard Annual Fee</th>
<th>Proposed Fee</th>
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<tbody>
<tr>
<td>Integrated Parking Management Platform for 5,650 stalls</td>
<td>$63,130</td>
<td>$53,660</td>
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<tr>
<td>• 1800 Maple Self Park – 1,400 stalls</td>
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<tr>
<td>○ Integration maintenance: SKIDATA</td>
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<tr>
<td>• Church Street Self Park – 600 stalls</td>
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<tr>
<td>○ Integration maintenance: SKIDATA</td>
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<tr>
<td>• Sherman Plaza Self Park – 1,250 stalls</td>
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<td>○ Integration maintenance: SKIDATA</td>
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<tr>
<td>• Citywide On Street Spaces (excluding surface lots) – 2,400 stalls</td>
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<tr>
<td>○ Integration maintenance: CivicSmart PEMS meters, Cale TPS Payboxes, Passport Mobile Pay OpsMan</td>
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<td>• Unlimited users</td>
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<td>• Ongoing Standard Support</td>
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<td>• Ongoing baseline product enhancements included</td>
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<td>Year 1 Total</td>
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<td>Discount Savings</td>
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</table>

Offer valid through September 30, 2019.
Terms: Payment due net 30 upon contract signature.

<table>
<thead>
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<th>One-Time Set-up Fee</th>
<th>Standard Fee</th>
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<td>Set-up fee includes:</td>
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<td>$9,470</td>
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<tr>
<td>• Account Setup</td>
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<tr>
<td>• Smarking Configuration</td>
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<tr>
<td>• Data-integration/import and Q/A</td>
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<tr>
<td>• Online training</td>
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<tr>
<td>Web based real time occupancy widget (iframe) as permitted by PARCS equipment – garages only</td>
<td>$4,000</td>
<td>$3,000</td>
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<tr>
<td>• Realtime occupancy display for web publication, including data push and ongoing maintenance.</td>
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<tr>
<td>Total</td>
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<td>$12,470</td>
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<tr>
<td>Discount Savings</td>
<td>25%</td>
<td>($4,156)</td>
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NOTE: Vendor Integration Fees Next Page

<table>
<thead>
<tr>
<th>Vendor Integration Fees - ESTIMATED</th>
<th>Invoiced Directly from Vendor</th>
<th>Invoiced via Smarking</th>
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<tbody>
<tr>
<td>SKIDATA's Vendor Integration Fee</td>
<td>$9,095.20 plus labor (estimate &lt;$10,000 total)</td>
<td></td>
</tr>
<tr>
<td>- Online Database Access</td>
<td></td>
<td></td>
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<tr>
<td>- Through APT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cale’s Vendor Integration Fees</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>CivicSmart’s Vendor Integration Fees</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Passport’s Vendor Integration Fees</td>
<td>$0.42-$1.40/space/year for payment and $1-$1.9 for citation data - estimate</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

Client Responsibilities
City of Evanston and its affiliates will work with Smarking to provide access to the servers on which the parking data is stored.
Memorandum

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

From: Luke Stowe, Interim Administrative Services Director/CIO
   James Milano, IT Service Delivery Manager
   Maleka Sumar, Civic Technology Analyst

Subject: Renewal of Google G Suite License Agreement

Date: September 23, 2019

Recommended Action:
Staff recommends the City Council authorize the City Manager to proceed with the renewal of a sole-source agreement with a Google Premier Partner, Daston Corporation (19 E Market St #LL01 Leesburg, VA 20176-3004). The total cost of purchase is $96,804.50 for G Suite Enterprise Licenses for hosted email, application suite and Tier 1G Suite Help Desk Support. This represents a 40% decrease in the cost per year from the renewal quote first received by the City. Total savings realized are estimated at $128,391 over the course of two years. The agreement is for one year with an option to renew for one additional year.

Funding Source:
The funding for this project will derive from the 2019 Information Technology Division IT Computer Software Fund (Account 100.19.1932.62340).

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

Summary:
In August of 2016, the City purchased G Suite Enterprise Licenses which serves as the City’s primary email and calendar platform and is due to expire on September 26, 2019. Google’s cloud based email, calendar and ancillary suite of products offer substantially more benefits at a much lower cost to the City as Google provides for unlimited email and file storage and full access to the entire suite of Google applications. In the past three years, City staff has welcomed the new email platform and eagerly embraced many google apps such as Google Docs, Sheets, Slides, Drive, Hangouts and more.
This cloud-based model has been very attractive to the City as it reduces capital investment in server hardware, reduces resource time to plan for, maintenance and support the hardware and eliminates staff time required to install applications on hundreds of City computers. Google has taken substantial measures to create data storage environments that are extremely secure. Google has been certified as meeting strict FISMA (Federal Information Security Management Act) and FedRAMP (Federal Risk and Authorization Management Program) requirements. G Suite also offers substantial flexibility, stability and uptime from a disaster recovery and business continuity perspective.

When the City staff first received the renewal quote from the original vendor, the cost of agreement was projected to go up 53% per year. This became a matter of great concern and prompted IT staff, in consultation with Purchasing staff, to conduct in-depth research to find a way to reduce the contract cost. City staff contacted other comparable communities such as St. Louis, MO and learned that there are other Google partners such as Daston Corporation that are capable to provide the same product at a much better price point, lower than the City’s original 2016 contract price. In addition, Daston provides G Suite Tier 1 Helpdesk Support to IT staff which is a great value-add to the City.

This is a sole-source renewal and purchase as our G Suite platform is currently powered and supported by Google.

Attachments:
1. Quote from Daston
2. Quote from CDW-G
3. Quote from Sada
Bill To
Ms. Maleka Sumar  
City of Evanston  
2100 Ridge Avenue  
1st Floor Room 1600  
Evanston IL 60201  
United States

Memo:
G Suite Enterprise Renewal for cityofevanston.org

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
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<td>Google - GAPPS-ENT-1USER-12MO</td>
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<tr>
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<td></td>
<td>Start Date: 09/28/2019</td>
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<td>End Date: 09/27/2020</td>
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<td>VFE licenses</td>
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<td>Google - GAPPS-ENT-1USER-12MO</td>
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<td>Start Date: 09/28/2019</td>
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<td></td>
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<td>Google Vault</td>
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<td>G Suite Enterprise Archived User</td>
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<td>Google - GAPPS-AU-ENT-1USER-12MO</td>
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<td></td>
<td>Customer Domain Name: cityofevanston.org</td>
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</table>

Total $96,804.50

Daston is a SBA approved small HUBZone and Woman Owned Business.  
For verification see SAM.GOV
Thank you for choosing CDW-G. We have received your quote.

Review and Complete Purchase

Luke Stowe,

Thank you for considering CDW-G for your computing needs. The details of your quote are below. Click the button below to convert your quote to an order.

Convert Quote to Order

<table>
<thead>
<tr>
<th>Quote #</th>
<th>Quote Date</th>
<th>Quote Reference</th>
<th>Customer #</th>
</tr>
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<tbody>
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<td>08/20/2019</td>
<td>KTKW684</td>
<td>577090</td>
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Order Details

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<th>CDW #</th>
<th>Unit Price</th>
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<td>1300</td>
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<td>$97,500.00</td>
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<td></td>
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</tr>
<tr>
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<td>4532728</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td></td>
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<td></td>
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<tr>
<td>GOOGLE G STE ENT ARCH USERS 1Y</td>
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<td>5719273</td>
<td>$22.97</td>
<td>$8,039.50</td>
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<td>-------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Shipping Address</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2100 Ridge Ave 1st Floor Room 1600, Evanston, IL 60201-2798</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(847) 328-2100</td>
<td></td>
<td></td>
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<td>ELECTRONIC DISTRIBUTION</td>
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<tr>
<td><strong>Payment Terms</strong></td>
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<td>Net 30 Days-Govt State/Local</td>
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</table>

<table>
<thead>
<tr>
<th><strong>Sales Contact Info</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jacob George</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

| **Subtotal** | $105,539.50 |
| **Sales Tax** | $0.00 |
| **Grand Total** | **$105,539.50** |

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple.

About Us | Privacy Policy | Terms and Condition

This email was sent to lstowe@cityofevanston.org. Please add cdwsales@cdwemail.com to your address book.
FYI
[Quoted text hidden]
This G Suite Ordering Document (the "Ordering Document") and the corresponding G Suite Customer Agreement (the "Agreement") between SADA Systems, Inc. and Customer (as defined below) governs Customer’s access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

**Customer:**
City of Evanston

**Address:**
2100 Ridge Ave., 1st Floor, Room 1600, Evanston, IL 60201

**Entity:**
Government

**State of Organization:**
Illinois

---

### Pricing

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Price</th>
<th>Term</th>
<th>Quantity</th>
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<td><strong>Recurring Costs During the Contract Term:</strong> Starting on 9/28/2019 for 12 Months</td>
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<tr>
<td>Archived User - Enterprise (Annual)</td>
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<td>1 year</td>
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<td>$115,700.00</td>
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<tr>
<td>Archived User - Enterprise (Annual)</td>
<td>$31.00</td>
<td>1 year</td>
<td>350</td>
<td>$10,850.00</td>
</tr>
<tr>
<td>Vault for Former Employees Licenses</td>
<td>$0.00</td>
<td>1 year</td>
<td>350</td>
<td>$0.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sales Tax (not included)</th>
<th>Plus applicable sales tax ***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total License Commitment for Contract Term</td>
<td>$126,550.00</td>
</tr>
</tbody>
</table>

*** All sales taxes which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer.

**Contract Term:** Starting on 9/28/2019 for 12 Months

This Pricing and Payments offer is valid only if executed before 9/25/2019.

---

### Payment Schedule

<table>
<thead>
<tr>
<th>Payment</th>
<th>Invoice Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>License Payment 1</td>
<td>September 28, 2019</td>
<td>$126,550.00</td>
</tr>
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</table>

**Total License Commitment for Contract Term** $126,550.00

---

### Invoices and Payment

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth above. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer within 30 days of receipt. Payment is accepted by check or ACH/EFT in U.S. Dollars.
Bank Information
Automated Clearing House (ACH) or Electronic Funds Transfer (EFT):
Wells Fargo Bank
Swift Code: WFBIUS6
464 California St. San Francisco, CA 94104
Routing Number: 121042882
Bank Account Name: SADA Systems, Inc.
Bank Account Number: 7757670067

Remittance Address:
SADA Systems, Inc
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
ATTN: Accounting
accounting@sadasystems.com

Customer Information

<table>
<thead>
<tr>
<th>Billing Contact Information</th>
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<tbody>
<tr>
<td>Full Name (required)</td>
<td>Luke Stowe</td>
</tr>
<tr>
<td>Phone</td>
<td>(847) 448-8177</td>
</tr>
<tr>
<td>Email Address (required)</td>
<td><a href="mailto:lstowe@cityofevanston.org">lstowe@cityofevanston.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technical Administrator Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name (required)</td>
<td>Luke Stowe</td>
</tr>
<tr>
<td>Phone</td>
<td>(847) 448-8177</td>
</tr>
<tr>
<td>Off Domain Email Address (required) eg, <a href="mailto:john.smith@gmail.com">john.smith@gmail.com</a> or <a href="mailto:IT123@yahoo.com">IT123@yahoo.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Terms and Conditions

1) Customer agrees to the terms of the G Suite Customer Agreement, accessible at the link below of which this Ordering Document is a part.
   https://drive.google.com/file/d/1JfkPMJFMjTde3cfQQTbdnZLdsfHzoNc/

2) Customer agrees that all G Suite licenses will be provisioned on the Primary G Suite Domain, and that the primary domain is accurate as listed here...
   lstowe@cityofevanston.org

3) Customer agrees that Contract Term of the G Suite licenses is accurate as listed here...
   **Contract Term**: Starting on 9/28/2019 for 12 Months

4) Additional licenses purchased during the Contract Term will be billed at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term.

5) Payment for additional licenses will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

Google Provisioning Requirements (Required only for initial purchase of G Suite from SADA)

| Transfer Token Required for Provisioning (Yes or No)? | Yes |

456 of 1253
CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.  City of Evanston

______________________________  ______________________________
Print name: ___________________________  Print name: ___________________________
Print title: _____________________________  Print title: _____________________________
Date: ________________________________  Date: ________________________________
For City Council Meeting of September 23, 2019

Business of the City by Motion: Purchase of Fire Truck (RFP 19-39)

For Action

Memorandum

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

From: Erika Storlie, Assistant City Manager/Director of Administrative Services
   Sean Ciolek, Facilities & Fleet Manager
   Brian Scott, Fire Chief
   Paul Polep, Deputy Fire Chief
   Luke Tatara, Facilities & Fleet Management Supervisor

Subject: 2020 Fire Engine Replacement (RFP 19-39)

Date: August 27, 2019

Recommended Action:
Staff requests City Council authorize the City Manager to enter into a contract with Temco Machinery dba Global Emergency Products (“Global”) (2600 American Drive P.O. Box 2017, Appleton, WI 54912) for the design and fabrication of a replacement fire engine in the amount of $659,200. The fire engine will be delivered in the fall of 2020. As an alternative, if staff receives Council approval, Global will accept a reduced payment of $648,105 to be paid in full on February 1, 2020.

Funding Source:
Funding for this vehicle will be from the Capital Improvement Project Fund (Account 415.40.4120.65515 - 120001) in the amount of $659,200. Funding will come from the Capital Improvement Fund 2020 General Obligation Bonds. The City Council will need to approve this funding as part of the FY 2020 budget.

Livability Benefit:
Health & Safety: Improve emergency prevention and response.

Summary:
In June of 2019, the City issued Request for Proposal 19-39 seeking proposals from experienced firms/companies for the replacement of a fire engine to be delivered in 2020. The firm will be responsible for the design and fabrication of the engine, as well as provide training for City staff. The contract will be signed directly after the award and continue until the delivery of the fire engine.
Once received, the new engine will take the place of existing Vehicle #311 (a 1990 Pierce Arrow Fire Engine which has had 129 service visits and $564,036.80 worth of in-house and vendor repairs over the life of the vehicle which was purchased for $378,579.00 in 1990). The existing vehicle will be auctioned.

Proposals were received by three firms: 1) Temco Machinery dba Global Emergency Products (manufacturer of Pierce Fire Apparatus); 2) Ferrara Fire Apparatus (Ferrara); and 3) Alexis Fire Equipment (Alexis). A panel of 7 staff was formed and the responses were reviewed. After giving a preliminary score to each response, the panel determined that they would like to move forward with interviewing Global and Alexis. The two firms were brought in for interviews on August 27, 2019 and the panel then finalized their scores.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Price</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>Global</td>
<td>$659,200</td>
<td>76.25</td>
</tr>
<tr>
<td>Alexis</td>
<td>$568,554</td>
<td>74.70</td>
</tr>
<tr>
<td>Ferrara</td>
<td>$682,984</td>
<td>58.80</td>
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</tbody>
</table>

The panel was made up of the following staff:
Sean Ciolek, Division Manager of Fleet and Facilities
Bill Muno, Shift Chief
Tim Gobat, Firefighter
Susie Hall, Management Analyst
Paul Polep, Fire Deputy Chief
Luke Tatara, Facilities & Fleet Management Supervisor
Tom Howard, Firefighter
Linda Thomas, Purchasing Specialist

Although Alexis’s price is the lowest and they performed well during the interview, the specifications for the fire engine requested by the City were not matched close enough in their response. The fire engine has several compartments/areas that came in too small, and the width of the truck was 4 inches wider than the requested specifications. The firefighters present on the panel stated that it is already difficult to get a fire engine down many of Evanston’s streets and by adding 4 inches it will make it even more dangerous and lead to damage to the engine and other vehicles.

The City’s current Fire fleet already contains vehicles from Global/Pierce Apparatus. Staff has been trained on the operation and maintenance and has relationships with Global staff and customer service. In addition, Global matched the City’s requested specifications for this engine whose replacement is necessary to support daily operations of the Fire Department.

For these reasons, staff recommends the proposal for a replacement fire engine be awarded to Global Emergency Products.

Attachment:
Proposal & Contract from Global
# TABLE of CONTENTS

<table>
<thead>
<tr>
<th>Title</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing Page / Cost Proposal Form</td>
<td>1</td>
</tr>
<tr>
<td>City of Evanston Bid Specification</td>
<td>2</td>
</tr>
<tr>
<td>Proposal Option List / Pierce Proposal Specification</td>
<td>3</td>
</tr>
<tr>
<td>Clarifications/Exceptions List</td>
<td>4</td>
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<tr>
<td>Preliminary Drawings</td>
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<td>Bid Documents</td>
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<td>• Bid Bond</td>
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<td>• Certificate of Liability Insurance</td>
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<td>• Executed Exhibits A-J</td>
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<td>• References</td>
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<td>Warranties/Certifications</td>
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<tr>
<td>Literature</td>
<td>8</td>
</tr>
</tbody>
</table>
Hello Jillian,

Assuming an October 1\textsuperscript{st} agreement signing date and February 1\textsuperscript{st} full payment date, or in other words, prepayment made 4-months after signing. Please note the following discount structure:

\begin{itemize}
  \item Sale (Contract) Price: \quad \$659,200.00
  \item Discount for full payment made on February 1\textsuperscript{st}, 2020: \quad (\$13,073.00) Deduct
  \item 100\% Performance Bond: \quad \$1,978.00 Add
\end{itemize}

Amount due on February 1\textsuperscript{st} would be \$648,105.00 and includes the 100\% Performance Bond.

Please know this prepay discount is optional and not a requirement. Standard payment terms are upon completion, final inspection, and approval of the apparatus by the customer.
Please let me know if you have any questions, or if another option might work better for the City of Evanston.

Respectfully,

Greg Hinkens
Vice President-Sales

Global Emergency Products
1401 N. Farnsworth Ave
Aurora, IL  60505

Cell:   630-742-8484
Office: 800-582-8818
E-Mail: ghinkens@gep3.com

"WORLD CLASS PRODUCTS, SUPERIOR SERVICE!"

From: Jillian Ostman [mailto:jostman@cityofevanston.org]
Sent: Wednesday, August 28, 2019 4:20 PM
To: Hinkens, Greg <ghinkens@gep3.com>
Cc: Linda Thomas <lithomas@cityofevanston.org>
Subject: City of Evanston RFP 19-39 2020 Fire Engine Follow-Up

Good Afternoon,

Thank you for taking the time to meet with the City yesterday. The panel was impressed with your company but would like to pose one question. Please see below and we look forward to hearing from you.

Funding for the engine should be available by the end of January or early February 2020. It will not be available for pre-payment at the cost of $639,200 in late September/early October 2019 when we plan to sign an agreement. What kind of other price break/early payment structure or progress payment options can they provide us with that will allow some cost savings from the $659,200 that was in the proposal?

Jillian Ostman
Purchasing Specialist
City Manager’s Office
Morton Civic Center
City of Evanston

2100 Ridge Ave. | Evanston, IL 60201 | 847-866-2971
jostman@cityofevanston.org | cityofevanston.org
July 12, 2019

Linda Thomas, Purchasing Specialist
City of Evanston
Purchasing Div., Room 4200
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, IL  60201

Subject:  2020 Fire Engine Replacement, RFP 19-39
Proposal for One (1) Pierce Enforcer Pumper
Bid/Proposal #957

Dear Linda Thomas, Purchasing Specialist,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**
- Sale Price – $659,200.00

**100% Performance Bond:**
- Should the City of Evanston elect to have us provide a Performance Bond, $1,978 will need to be added to the above price.

**100% Prepayment Option:**
- Should the City of Evanston elect to make a 100% prepayment at contract execution, a discount of ($21,358.00) can be subtracted from the above “Sale Price” resulting in a revised contract price of $637,842.00 OR $639,820.00 with Performance Bond.

**Terms and Conditions:**
- Taxes – Not Applicable
- Freight – F.O.B. – Appleton, WI / Shipping to Evanston, IL
- Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for Prepay discount to be applicable.
- Delivery – 7.5 – 8.5 months from receipt and acceptance of contract.
Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for 90 days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact your Sales Representative, John Kenna at 630-303-8776 or jkenna@gep3.com.

We wish to thank the City of Evanston for the opportunity to submit our proposal.

Respectfully,

Michael J. Mikoola, Jr.
President & CEO
Global Emergency Products
COST PROPOSAL FORM

The Proposer hereby proposes to furnish all labor, materials, equipment, transportation and facilities necessary to complete, in a workmanlike manner the design and fabrication of a replacement fire engine in accordance with the attached Exhibit L – Technical Specifications for compensation upon completion and delivery in accordance with the proposed price filled in below by the proposer.

The proposer shall submit on a separate sheet of paper a breakdown of different components that make up the following Grand Total Amount:

**GRAND TOTAL AMOUNT:** $659,200.00

**COMPANY/FIRM:** Temco Machinery, Inc. DBA Global Emergency Products
EXHIBIT L
TECHNICAL SPECIFICATIONS

CONTENTS

SINGLE SOURCE MANUFACTURER ................................................................. 54
NFPA 2016 STANDARDS ............................................................................ 54
NFPA COMPLIANCE ................................................................................. 54
VEHICLE INSPECTION PROGRAM CERTIFICATION .............................. 55
PUMP TEST ......................................................................................... 55
GENERATOR TEST ................................................................................. 55
BREATHING AIR TEST ........................................................................... 55
REQUIREMENTS OF THE APPARATUS MANUFACTURER .................... 55
INSPECTION TRIP(S) ............................................................................ 55
TABLE OF CONTENTS ........................................................................... 56
BID BOND ............................................................................................. 56
PERFORMANCE BOND NOT REQUESTED ............................................. 56
APPROVAL DRAWING .......................................................................... 57
DRAWING, PRELIMINARY LAYOUT, PUMP OPERATOR'S PANEL ........ 57
FACTORY TRAINING FOR 2 MECHANICS ............................................. 57
ELECTRICAL WIRING DIAGRAMS ....................................................... 57
CHASSIS ............................................................................................... 58
WHEELBASE ........................................................................................ 58
GVW RATING ....................................................................................... 58
FRAME .................................................................................................. 58
FRAME REINFORCEMENT .................................................................... 58
FRONT AXLE ........................................................................................ 58
FRONT SUSPENSION ........................................................................... 58
SHOCK ABSORBERS .......................................................................... 58
FRONT OIL SEALS ................................................................................ 59
FRONT TIRES ....................................................................................... 59
REAR AXLE .......................................................................................... 59
TOP SPEED OF VEHICLE .................................................................... 59

Revised 10-14 (09-17)
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUEL COOLER</td>
<td>65</td>
</tr>
<tr>
<td>TRANSMISSION</td>
<td>65</td>
</tr>
<tr>
<td>TRANSMISSION SHIFTER</td>
<td>66</td>
</tr>
<tr>
<td>TRANSMISSION COOLER</td>
<td>66</td>
</tr>
<tr>
<td>TRANSMISSION PROGRAMMING</td>
<td>66</td>
</tr>
<tr>
<td>DRIVELINE</td>
<td>66</td>
</tr>
<tr>
<td>STEERING</td>
<td>66</td>
</tr>
<tr>
<td>STEERING WHEEL</td>
<td>67</td>
</tr>
<tr>
<td>LOGO AND CUSTOMER DESIGNATION ON DASH</td>
<td>67</td>
</tr>
<tr>
<td>AUTOMATIC CHASSIS LUBRICATION</td>
<td>67</td>
</tr>
<tr>
<td>BUMPER</td>
<td>68</td>
</tr>
<tr>
<td>GRAVEL PAN</td>
<td>68</td>
</tr>
<tr>
<td>TOW HOOKS</td>
<td>68</td>
</tr>
<tr>
<td>SIGHT RODS</td>
<td>68</td>
</tr>
<tr>
<td>BUMPER HOSE RESTRAINT</td>
<td>69</td>
</tr>
<tr>
<td>CAB</td>
<td>69</td>
</tr>
<tr>
<td>CAB ROOF DRIP RAIL</td>
<td>70</td>
</tr>
<tr>
<td>INTERIOR CAB INSULATION</td>
<td>70</td>
</tr>
<tr>
<td>FENDER LINERS</td>
<td>70</td>
</tr>
<tr>
<td>PANORAMIC WINDSHIELD</td>
<td>70</td>
</tr>
<tr>
<td>WINDSHIELD WIPERS</td>
<td>70</td>
</tr>
<tr>
<td>ENGINE TUNNEL</td>
<td>71</td>
</tr>
<tr>
<td>CAB REAR WALL EXTERIOR COVERING</td>
<td>71</td>
</tr>
<tr>
<td>CAB LIFT</td>
<td>71</td>
</tr>
<tr>
<td>CAB LIFT INTERLOCK</td>
<td>72</td>
</tr>
<tr>
<td>GRILLE</td>
<td>72</td>
</tr>
<tr>
<td>DOOR JAMB SCUFFPLATES</td>
<td>72</td>
</tr>
<tr>
<td>SIDE OF CAB MOLDING</td>
<td>72</td>
</tr>
<tr>
<td>MIRRORS</td>
<td>72</td>
</tr>
<tr>
<td>DOORS</td>
<td>72</td>
</tr>
<tr>
<td>DOOR PANELS</td>
<td>73</td>
</tr>
</tbody>
</table>

Revised 10-14 (09-17)
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIMING PUMP</td>
<td>128</td>
</tr>
<tr>
<td>AIR BLOWOUT VALVE</td>
<td>128</td>
</tr>
<tr>
<td>THERMAL RELIEF VALVE</td>
<td>128</td>
</tr>
<tr>
<td>PUMP MANUALS</td>
<td>128</td>
</tr>
<tr>
<td>PLUMBING, STAINLESS STEEL AND HOSE</td>
<td>128</td>
</tr>
<tr>
<td>MAIN PUMP INLETS</td>
<td>129</td>
</tr>
<tr>
<td>MAIN PUMP INLET CAP</td>
<td>129</td>
</tr>
<tr>
<td>VALVES</td>
<td>129</td>
</tr>
<tr>
<td>RIGHT SIDE INLET</td>
<td>129</td>
</tr>
<tr>
<td>ANODE, INLET</td>
<td>129</td>
</tr>
<tr>
<td>INLET CONTROL</td>
<td>129</td>
</tr>
<tr>
<td>FRONT INLET</td>
<td>130</td>
</tr>
<tr>
<td>FRONT INLET CONTROL</td>
<td>130</td>
</tr>
<tr>
<td>INTAKE RELIEF VALVE</td>
<td>130</td>
</tr>
<tr>
<td>FRONT INLET CAP</td>
<td>130</td>
</tr>
<tr>
<td>FRONT INLET PIPING</td>
<td>130</td>
</tr>
<tr>
<td>INLET BLEEDER VALVE</td>
<td>130</td>
</tr>
<tr>
<td>TANK TO PUMP</td>
<td>131</td>
</tr>
<tr>
<td>TANK REFILL</td>
<td>131</td>
</tr>
<tr>
<td>LEFT SIDE DISCHARGE OUTLETS</td>
<td>131</td>
</tr>
<tr>
<td>RIGHT SIDE DISCHARGE OUTLETS</td>
<td>131</td>
</tr>
<tr>
<td>LARGE DIAMETER DISCHARGE OUTLET</td>
<td>131</td>
</tr>
<tr>
<td>REAR DISCHARGE OUTLET</td>
<td>131</td>
</tr>
<tr>
<td>DISCHARGE OUTLET (Rear)</td>
<td>131</td>
</tr>
<tr>
<td>DISCHARGECAPS/ INLET PLUGS</td>
<td>132</td>
</tr>
<tr>
<td>OUTLET BLEEDER VALVE</td>
<td>132</td>
</tr>
<tr>
<td>LEFT SIDE OUTLET ELBOWS</td>
<td>132</td>
</tr>
<tr>
<td>RIGHT SIDE OUTLET ELBOWS</td>
<td>132</td>
</tr>
<tr>
<td>REAR OUTLET ELBOWS</td>
<td>133</td>
</tr>
<tr>
<td>ADDITIONAL REAR OUTLET ELBOWS</td>
<td>133</td>
</tr>
<tr>
<td>LARGE DIAMETER OUTLET ELBOWS</td>
<td>133</td>
</tr>
</tbody>
</table>

Revised 10-14 (09-17)
THREE (3) YEAR MATERIAL AND WORKMANSHIP .............................................. 154
FIVE (5) YEAR EXTENDED ........................................................................... 154
FIVE (5) YEAR EXTENDED ........................................................................... 155
VEHICLE STABILITY CERTIFICATION ......................................................... 155
ENGINE INSTALLATION CERTIFICATION ..................................................... 155
POWER STEERING CERTIFICATION .............................................................. 155
CAB INTEGRITY CERTIFICATION ................................................................ 155
CAB DOOR DURABILITY CERTIFICATION .................................................... 155
WINDSHIELD WIPER DURABILITY CERTIFICATION ..................................... 156
SEAT BELT ANCHOR STRENGTH ................................................................. 156
SEAT MOUNTING STRENGTH ..................................................................... 156
CAB DEFROSTER CERTIFICATION .............................................................. 156
CAB HEATER CERTIFICATION .................................................................... 156
CAB AIR CONDITIONING PERFORMANCE CERTIFICATION ..................... 156
AMP DRAW REPORT ...................................................................................... 157
**SINGLE SOURCE MANUFACTURER**

Bids shall only be accepted from a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body being designed, fabricated and assembled on the proposer’s premises. The electrical system (hardwire or multiplex) shall be both designed and integrated by the same apparatus manufacturer. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) must be from a single source manufacturer and not split between manufacturers (i.e. body, pumphouse, cab weldment and chassis). The proposer shall provide evidence that they comply with this requirement.

The proposer shall state the location of the factory where the apparatus is to be built.

**NFPA 2016 STANDARDS**

This unit shall comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions shall be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces shall be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points shall be identified on the customer approval print and are shown as approximate. Actual location(s) shall be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated shall be provided. This plate shall show the overall height, length, and gross vehicle weight rating.

The manufacturer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company shall designate, in writing, who is qualified to witness and certify test results.

**NFPA COMPLIANCE**

Apparatus proposed by the proposer shall meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department’s specifications that differ from NFPA specifications shall be indicated in the proposal as "non-NFPA".

Revised 10-14 (09-17)
VEHICLE INSPECTION PROGRAM CERTIFICATION  \(\checkmark\)
To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, shall be third-party, independent, audit-certified through a third party, that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus (no exception).

A placard shall be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

PUMP TEST  \(\checkmark\)
The pump shall be tested, approved, and certified at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details shall be forwarded to both the City of Evanston Facilities & Fleet Division and the Fire Department.

GENERATOR TEST  \(\checkmark\)
If the unit has a generator, the generator shall be tested, approved, and certified at the manufacturer's expense. The test results shall be provided to both the City of Evanston Facilities & Fleet Division and the Fire Department at the time of delivery.

BREATHING AIR TEST  \(\checkmark\)
If the unit has breathing air, an air sample shall be drawn from the air system to certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

REQUIREMENTS OF THE APPARATUS MANUFACTURER  \(\checkmark\)
The manufacturer of the apparatus must be fully owned and managed by a Parent Company, Corporation, Partnership, or that is a company 100 percent held in the United States of America.

Proposals from any manufacturer that is fully or partially owned and/or operated by a Foreign Company, Corporation, Partnership, or that is a company under any type of ownership, partnership, or any similar type of agreement shall be rejected immediately and their bid disqualified (no exception).

INSPECTION TRIP(S)  \(\checkmark\)
The proposer shall provide three (3) factory inspection trip(s) for (7) seven customer representative(s). The inspection trip(s) shall be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals shall be the responsibility of the proposer.
TABLE OF CONTENTS

A table of contents shall be provided with all proposals, for ease in locating items which shall be provided by the bidder.

BID BOND

All proposers shall provide a bid bond as security for the bid in the form of a 5% bid bond to accompany their bid. This bid bond shall be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond shall be issued by an authorized representative of the Surety Company and shall be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond shall include language, which assures that the bidder/principal shall give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limitec Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Proposals received from companies who do not manufacture the chassis shall provide a warranty that shall be issued jointly and severally by, and signed by, both the bidder and the chassis manufacturer.

If the successful proposer does not manufacture the chassis, the proposer shall supply a warranty bond, in addition to their performance bond, along with their signed contract. This warranty bond shall guarantee all terms and conditions of the Basic One (1) Year Limited Warranty and names both the bidder and chassis manufacturer as co-principals. This warranty bond shall be issued for the contract amount and shall remain in force for a term which is consistent with the term of the Basic One (1) Year Limited Warranty.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle shall apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle shall not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision shall prevail.

APPROVAL DRAWING

A drawing of the proposed apparatus shall be provided for approval before construction begins. The sales representative shall also have a copy of the same drawing. The finalized and approved drawing shall become part of the contract documents. This drawing shall indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the purchaser showing any changes made to the approval drawing.
DRAWING, PRELIMINARY LAYOUT, PUMP OPERATOR'S PANEL  
A detailed drawing, to scale, of the pump operator's panel shall be provided for the purpose of illustrating the drawing of configuration that was done previously. However, some variation may be necessary due to changes in our manufacturing processes or our product offerings. Revisions to NFPA guidelines and/or regulations may also affect our ability to match the previous unit.

The pump panel drawing provided shall match the old configuration 26168 to match as closely as possible.

TRAINING FOR TWO MECHANICS AT THE FACTORY FOR TWO DAY  
The proposer shall provide two (2) days of factory training for two (2) City of Evanston Mechanics for basic knowledge and maintenance. The training sessions shall be scheduled at times mutually agreed upon by the manufacturer's representative and the customer. All costs such as travel, lodging and meals shall be the responsibility of the proposer.

ELECTRICAL WIRING DIAGRAMS  
Two (2) electrical wiring diagrams, prepared for the model of chassis and body, shall be provided.

CHASSIS  
Chassis provided shall be a new, tilt-type custom fire apparatus. The chassis shall be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis shall be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load to be sustained and the type of service required.

WHEELBASE  
The wheelbase of the vehicle shall be no greater than 209.50".

GVW RATING  
The gross vehicle weight rating shall be a minimum of 44,000.

FRAME  
The chassis frame shall be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails shall be heat-treated steel measuring 10.25" x 3.50" x .375".

Each rail shall have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

FRAME REINFORCEMENT  
A full-length mainframe "C" liner shall be provided.
The liner shall be an internal "C" design, heat-treated steel measuring 9.38" x 3.13" x 0.25". Each reinforcement member shall have a section modulus of 3.90 cubic inches, yield strength of 120,000 psi and resisting bending moment (rbm) of 938,762 in-lb.

FRONT AXLE \text{Yes}
The front axle shall be a reverse "I" beam type with inclined king pins and a rated capacity of 18,000 lbs.

FRONT SUSPENSION \text{Yes}
The front springs shall be a three (3)-leaf, taper leaf design, 54.00" long x 4.00" wide, with a ground rating of 18,000 lbs.

The two (2) top leaves shall wrap the forward spring hanger pin. The top leaf shall also wrap the rear spring hanger pin. Both the front and rear eyes shall be Berlin style wraps that shall place the eyes in the horizontal plane within the main leaf. This shall reduce bending stress from acceleration and braking.

A steel encased rubber bushing shall be used in the spring eye. The steel encased rubber bushing shall be maintenance free and require no lubrication.

SHOCK ABSORBERS \text{Yes}
To provide a smoother ride, heavy-duty telescoping shock absorbers shall be provided on the front axle.

FRONT OIL SEALS \text{Yes}
Oil seals with viewing window shall be provided on the front axle.

FRONT TIRES \text{Yes}
Front tires shall be 315/80R22.50 radials, 20 ply "ribbed" tread, rated for 20,400 lbs. maximum axle load and 68 mph maximum speed.

The tires shall be mounted on 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

REAR AXLE \text{Yes}
The rear axle shall have a capacity of 24,000 lbs.

TOP SPEED OF VEHICLE \text{Yes}
A rear axle ratio shall be furnished to allow the vehicle to reach a top speed of 65 MPH.

REAR SUSPENSION \text{Yes}
Rear suspension shall be an air ride with a ground rating of 24,000 lbs. The suspension shall have the following features:

- Heavy-duty shock absorbers to protect air springs from overextension
- Heavy-duty torque rods and bushings

Revised 10-14 (09-17)
- Premium, heavy-duty rubber bushings require no lubrication
- Integrated stabilizer design results in greater stability
- Low spring rate air springs for excellent ride quality
- Dual height control valves to maintain level vehicle from side to side

**REAR OIL SEALS**
Oil seals shall be provided on the rear axle(s).

**REAR TIRES**
Rear tires shall be four (4) radials 11R22.50, 16 ply all season, rated for 24,020 lbs. maximum axle load and 75 mph maximum speed.

The tires shall be mounted on 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

**TIRE BALANCE**
All tires shall be dynamically balanced with wheel weights.

**FRONT HUB COVERS**
Stainless steel hub covers shall be provided on the front axle. An oil level viewing window shall be provided.

**REAR HUB COVERS**
A pair of stainless steel high hat hub covers shall be provided on rear axle hubs.

**CHROME LUG NUT COVERS**
Chrome lug nut covers shall be supplied on front and rear wheels.

**MUD FLAPS**
Mud flaps shall be installed behind the front and rear wheels of the apparatus.

**AIR PRESSURE TIRE EQUALIZATION**
An air pressure equalization system shall be provided on the rear dual wheels. This system shall equalize the tire air pressure in the rear duals and indicate over or under inflation.

**WHEEL CHOCKS**
There shall be one (1) pair of folding aluminum alloy wheel blocks, with easy-grip handle provided.

**WHEEL CHOCK BRACKETS**
There shall be one (1) pair of horizontal mounting wheel chock brackets provided for the folding wheel chocks. The brackets shall be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets shall be mounted forward of the left side rear tire below compartment LS3.
ANTI-LOCK BRAKE SYSTEM
The vehicle shall be equipped with an anti-lock braking system. The ABS shall provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology shall control the anti-lock braking system. Each wheel shall be monitored by the system. When any particular wheel begins to lockup, a signal to be sent to the control unit. This control unit shall then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system shall eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

BRAKES
The service brake system shall be a full air type design.

Front brakes shall be disc type with automatic pad wear adjustment and 17.00" rotors for improved stopping distance.

The rear brakes shall be 16.50" x 7.00" cam operated with automatic slack adjusters.

BRAKE SYSTEM AIR COMPRESSOR
The air compressor shall have 18.7 cubic feet per minute output.

BRAKE SYSTEM
The brake system shall include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank shall be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank shall be mounted with stainless steel brackets (no exception).
**BRAKE SYSTEM AIR DRYER**

The air dryer shall be properly sized for the brake system with spin-on coalescing filter cartridge and 100 watt heater.

**BRAKE LINES**

Color-coded nylon brake lines shall be provided. The lines shall be wrapped in a heat protective loom where necessary in the chassis.

**AIR INLET WITH AUTOMATIC EJECT**

One (1) air inlet with automatic air eject shall be provided. It shall allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet shall automatically disconnect the air line when the truck is started. It shall be equipped with a male coupling and be located on the driver side exterior of cab, above the front wheel, behind the cab door, recessed into the cab. A check valve shall be provided to prevent reverse flow of air. The inlet shall discharge into the "wet" tank of the brake system. A mating female coupling shall also be provided with the loose equipment.

**COVER OVER AIR INLET**

A weatherproof red cover shall be provided over the recessed automatic air line disconnect.

**REMOTE AIR TANK DRAIN**

There shall be a remote cable controlled drain valve installed on each air supply reservoir. The drain valve shall be actuated from the side of the vehicle and be a vinyl covered stainless steel cable, firmly attached to the underside of the vehicle. A loop shall be provided at the cable end for ease of pulling the drain.

**ENGINE**

The chassis shall be powered by an electronically controlled engine as described below:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
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<tbody>
<tr>
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<td>Torque:</td>
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<td>Governed Speed:</td>
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<tr>
<td>Starter:</td>
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</tr>
<tr>
<td>Fuel Filters:</td>
<td>Spin-on style primary filter with water separator</td>
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<td>and water-in-fuel sensor. Secondary spin-on style</td>
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<td>filter.</td>
</tr>
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The engine shall include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system shall give the owner or repair technician access to state of health information for various vehicle sub systems. The system shall monitor vehicle systems, engine and after treatment. The system shall illuminate a malfunction indicator light on the dash console if a problem is detected.

**HIGH IDLE**
A high idle switch shall be provided, inside the cab, on the instrument panel, that shall automatically maintain a preset engine rpm. A switch shall be installed, at the cab instrument panel, for activation/deactivation.

The high idle shall be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light shall be provided, adjacent to the switch. The light shall illuminate when the above conditions are met. The light shall be labeled "OK to Engage High Idle."

**CLUTCH FAN**
A fan clutch shall be provided. The fan clutch shall be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

**ENGINE DIAGNOSTIC HARDWARE**
There shall be Cummins "Insite Pro" diagnostic hardware provided for use with computer. The hardware shall be the most current available.

The following items shall be included in the package:

- The latest version Cummins In-Line* adapter kit. All cables and connectors.

There shall be one (1) kits provided with this contract.

**ENGINE AIR INTAKE**
The engine air intake shall be located above the engine cooling package. It shall draw fresh air from the front of the apparatus through the radiator grille.

A stainless steel mesh screen shall be installed at the inlet of the air intake system that shall meet NFPA 1901 requirements.

The air cleaner and stainless steel screen shall be easily accessible by tilting the cab.

**EXHAUST SYSTEM**
The exhaust system shall be stainless steel from the turbo to the engine's aftertreatment device, and shall be 4.00" in diameter. The exhaust system shall include a single module aftertreatment device to meet current EPA standards. An insulation wrap shall be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust shall terminate horizontally ahead of the right
side rear wheels. A tailpipe diffuser shall be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields shall be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

EXHAUST MODIFICATION
The exhaust pipe shall be brought out from under the body at a 90 degree angle from the truck. The tail pipe shall extend a minimum of 2.00" past the body, adaptable for the exhaust removal system. The diameter of the diffuser shall be 6.00". There shall be a clearance of 4.00" completely around the pipe once past the side of the body. A stop shall be provided on the tail pipe that shall prevent the nozzle from sliding too far on.

RADIATOR
The radiator and the complete cooling system shall meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core shall be constructed using long life aluminum alloy. The radiator core shall consist of aluminum fins, having a serpentine design, brazed to aluminum tubes. No solder joints or leaded material of any kind shall be acceptable in the core assembly.

The radiator core shall have a minimum front area of 1060 square inches.

Supply tank shall be made of heavy duty glass-reinforced nylon and the return tank shall be made of aluminum. Both tanks shall be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There shall be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator shall be compatible with commercial antifreeze solutions.

The radiator assembly shall be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator shall include a de-aeration/expansion tank. For visual coolant level inspection, the radiator shall have a built-in sight glass. The radiator shall be equipped with a 15 psi pressure relief cap.

A drain port shall be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles shall be provided to prevent recirculation of hot air to the inlet side of the radiator.
COOLANT LINES

Rubber hose shall be used for all engine coolant lines to be installed by the chassis manufacturer.

Hose clamps shall be stainless steel constant torque type to prevent coolant leakage. They shall react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.

FUEL TANK

A 50 gallon fuel tank shall be provided and mounted at the rear of the chassis. The tank shall be constructed of aluminum. It shall be unfinished. It shall be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank shall be mounted with stainless steel straps. (no exception).

A .75" drain plug shall be provided in a low point of the tank for drainage.

A fill inlet shall be located on the left hand side of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only".

A .50" diameter vent shall be provided running from top of tank to just below fuel fill inlet.

The tank shall meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines shall be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank shall be provided and mounted in the driver's side body rearward of the rear axle.

A 0.50" drain plug shall be provided in a low point of the tank for drainage.

A fill inlet shall be provided and marked "Diesel Exhaust Fluid Only". The fill inlet shall be located adjacent to the air bottle storage behind a common door on the driver side of the vehicle.

The tank shall meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank shall include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL COOLER

An air to fuel cooler shall be installed in the engine fuel return line.
TRANSMISSION

An electronic torque converting automatic transmission with retarder shall be provided.

The transmission shall be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector’s digital display shall indicate when service is due.

Two (2) PTO openings shall be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear.

A transmission temperature gauge with red light and audible alarm shall be installed on the cab instrument panel.

The transmission retarder control shall be activated 33 percent by release of the accelerator pedal or 66 percent by slight application of the brake pedal, or 100 percent by heavy application of brake pedal. A second on/off switch is provided to activate and deactivate the auto apply portion.

The transmission shall have the 1600 ft. lbs. torque (high) spring setting for retardation force.

The transmission retarder shall have a master "on/off" switch on the instrument panel. Also, a red indicator light shall be provided to warn that transmission is being overworked.

The retarder shall be wired to the brake lights so they are energized when the retarder is slowing the vehicle down.

The ABS system shall automatically disengage the auxiliary braking device when required.

TRANSMISSION SHIFTER

A five (5)-speed push button shift module shall be mounted to right of driver on console. Shift position indicator shall be indirectly lit for after dark operation.

The transmission ratio shall be:

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TRANSMISSION COOLER

An externally mounted bar plate transmission oil cooler shall be provided using engine coolant to control the transmission oil temperature. The internal bar plates shall be
constructed of stainless steel. The cooler's housing shall be constructed of 1020 steel, coated to protect from corrosion. The cooler shall be tagged with information including OEM part number, vendor serial number and date / lot code.

An externally mounted bar plate transmission oil cooler shall be provided using engine coolant to control the transmission retarder oil temperature. The internal bar plates shall be constructed of stainless steel. The cooler's housing shall be constructed of 1020 steel, coated to protect from corrosion. The cooler shall be tagged with information including OEM part number, vendor serial number and date / lot code.

**TRANSMISSION PROGRAMMING**

The transmission shall be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.

**DRIVELINE**

Drivelines shall be a heavy-duty metal tube and be equipped with universal joints.

The shafts shall be dynamically balanced before installation.

A splined slip joint shall be provided in each driveshaft where the driveline design requires it.

**STEERING**

Dual steering gear, with integral heavy-duty power steering, shall be provided. For reduced system temperatures, the power steering shall incorporate an air to oil cooler and hydraulic pump with integral pressure and flow control. All power steering lines shall have wire braded lines with crimped fittings.

A tilt and telescopic steering column shall be provided to improve fit for a broader range of driver configurations.

**STEERING WHEEL**

The steering wheel shall be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design.

There shall be a switch pod provided on each side of the steering wheel between the spokes. The switch pods shall be an integral part of the steering wheel. Each switch pod shall contain four (4) switches. The following switches shall be provided:

- Air horn
- Emergency lighting
- Area lighting
Front dome light
Rear dome light
Q2B siren activate
Q2B siren brake
Wiper mist
Full floating horn pad

**LOGO AND CUSTOMER DESIGNATION ON DASH**

The dash panel shall have an emblem containing the fire apparatus manufacturer's logo and customer name. The emblem shall have three (3) rows of text for the customer's department name. There shall be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text shall be: Evanston
The second row of text shall be: Fire
The third row of text shall be: Department

**AUTOMATIC CHASSIS LUBRICATION**

An automatic lubrication system shall be provided. The lubrication shall be supplied while the vehicle ignition switch is active to allow a uniform application of grease to the locations listed. The electronic control unit that forms part of the system shall activate the pump after an adjustable interval time. The unit shall control and monitor pump operation and report any faults via an indicator light on the dashboard of the driver's cab.

The lubrication system reservoir, which requires a 15.00" wide x 14.50" high x 6.25" deep mounting area, shall be located TBD on the apparatus.

- Slack Adjusters
- Brake Cam Screws
- Steering Assist Cylinder (if applicable)
- Tie Rods
- Drag Link
- King Pins
- Spring Pins
- Shackles Pins
- Walking Beam Pins (Tandem axle, if applicable)

**BUMPER ✓ ✓**
A one (1) piece, stainless steel bumper shall be attached to the front of the frame.

A 9.00" channel shall be mounted directly behind the bumper for additional strength.

The bumper shall be extended 16.00" from front face of cab.

**GRAVEL PAN ✓ ✓**
A gravel pan, constructed of bright aluminum treadplate, shall be furnished between the bumper and cab face. The gravel pan shall be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

**TOW HOOKS ✓ ✓**
Two (2) chromed steel tow hooks shall be installed under the bumper and attached to the front frame members. The tow hooks shall be designed and positioned to allow up to a 6,000 lb. straight horizontal pull in line with the centerline of the vehicle. The tow hooks shall not be used for lifting of the apparatus.

**SIGHT RODS ✓ ✓**
Two (2) lighted sight rods shall be mounted to the outside corners of the front bumper extension. The rods shall be chrome plated. The lights shall be connected to the marker lights, plus to it's respective side directional.

**BUMPER HOSE RESTRAINT ✓ ✓**
There shall be three (3) hose tray(s) located in the driver's side, passenger's side, and center. The tray(s) shall have a pair of 2.00" wide black nylon straps with seat belt buckle fasteners provided. The strap(s) shall be used to secure the hose in the tray.

**CAB ✓ ✓**
The cab shall be designed specifically for the fire service and manufactured by the chassis builder.

The cab shall be built by the apparatus manufacturer in a facility located on the manufacturer's premises (no exception).

For reasons of structural integrity and enhanced occupant protection, the cab shall be a heavy duty design, constructed to the following minimal standards.

The cab shall have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar shall be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar shall be constructed from 0.13" wall extrusions. The rear wall shall be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members shall run from the floor to 4.625" x 3.864" x
0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab shall be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support shall run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors shall be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area shall also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing shall run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab shall be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability (no exception).

The forward cab section shall have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section shall have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed shall be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension shall increase the overall height listed.

The floor to ceiling height inside the crew cab shall be 64.50" in the center and outboard positions.

The crew cab floor shall measure 60.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), shall measure 76.00" to the rear wall. The big block engine tunnel shall measure 66.00" to the rear wall.

The crew cab shall be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab shall be a full tilt cab style.

A 3-point cab mount system with rubber isolators shall improve ride quality by isolating chassis vibrations from the cab.
CAB ROOF DRIP RAIL 
Yes
For enhanced protection from inclement weather, a drip rail shall be furnished on the sides of the cab. The drip rail shall be painted to match the cab roof, and bonded to the sides of the cab. The drip rail shall extend the full length of the cab roof.

INTERIOR CAB INSULATION 
Yes
The cab shall include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

FENDER LINERS 
Yes
Full circular inner fender liners in the wheel wells shall be provided.

PANORAMIC WINDSHIELD 
Yes
A one (1)-piece safety glass windshield shall be provided with over 2,775 square inches of clear viewing area. The windshield shall be full width and shall provide the occupants with a panoramic view. The windshield shall consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer shall provide superior chip resistance. The middle safety laminate layer shall prevent the windshield glass pieces from detaching in the event of breakage. The inner light shall provide yet another chip resistant layer. The cab windshield shall be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern shall be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS 
Yes
Three (3) electric windshield wipers with washer shall be provided that meet FMVSS and SAE requirements.

The washer reservoir shall be able to be filled without raising the cab.

ENGINE TUNNEL 
Yes
Engine hood side walls shall be constructed of 0.375" aluminum. The top shall be constructed of 0.125" aluminum and shall be tapered at the top to allow for more driver and passenger elbow room.

The engine hood shall be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel shall be no higher than 17.00" off the crew cab floor (no exception).

CAB REAR WALL EXTERIOR COVERING 
Yes
The exterior surface of the rear wall of the cab shall be overlaid with bright aluminum treadplate that covers the entire rear wall.
**CAB LIFT**

A hydraulic cab lift system shall be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump shall have a manual override for backup in the event of electrical failure.

Lift controls shall be located on the right side pump panel or front area of the body in a convenient location.

The cab shall be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab shall be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system shall be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms shall return to the normally closed and locked position.

The hydraulic cylinders shall be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm shall be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device shall be manually stowed to its original position before the cab can be lowered.

**Cab Lift Interlock**

The cab lift system shall be interlocked to the parking brake. The cab tilt mechanism shall be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism shall be disabled.

**GRILLE**

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, shall be provided on the front center of the cab.

**DOOR JAMB SCUFFPLATES**

All cab door jambs shall be furnished with a polished stainless steel scuffplate, mounted on the striker side of the jamb.

**SIDE OF CAB MOLDING**

Chrome molding shall be provided on both sides of cab.
MIRRORS
A dual vision, motorized, west coast style mirror, with chrome finish, shall be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass shall be heated and adjustable with remote control within reach of the driver.

DOORS
To enhance entry and egress to the cab, the forward cab door openings shall be a minimum of 37.50" wide x 63.37" high. The crew cab doors shall be located on the sides of the cab and shall be constructed in the same manner as the forward cab doors. The crew cab door openings shall be a minimum of 34.30" wide x 73.25" high.

The forward cab and crew cab doors shall be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins shall be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle shall be provided on the exterior of each cab door. The exterior handle shall be designed specifically for the fire service to prevent accidental activation, and shall provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each door shall also be provided with an interior flush, open style paddle handle that shall be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles shall provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors shall be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The locks shall be capable of activating when the doors are open or closed. The doors shall remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf shall be provided on all cab doors. There shall be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle shall be provided on the inside of each cab door for ease of entry.

The bottom cab step at each cab door location shall be located below the cab doors and shall be exposed to the exterior of the cab.

DOOR PANELS
The inner cab door panels shall be constructed out of brushed stainless steel.

MANUAL CAB DOOR WINDOWS
All cab entry doors shall contain a conventional roll down window.
**CAB STEPS**
The forward cab and crew cab access steps shall be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps shall be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps shall be a bolt-in design to minimize repair costs they should need to be replaced. The forward cab steps shall be a minimum 25.00" wide, and the crew cab steps shall be 21.65" wide with a 10.00" minimum depth. The inside cab steps shall not exceed 16.50" in height.

The vertical surfaces of the step well shall be aluminum treadplate.

**CAB EXTERIOR HANDRAILS**
A 1.25" diameter slip-resistant, knurled aluminum handrail shall be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

**STEP LIGHTS**
There shall be six (6) white LED step lights installed for cab and crew cab access steps.

- One (1) light for the driver's access steps.
- Two (2) lights for the driver's side crew cab access steps.
- Two (2) lights for the passenger's side crew cab access steps.
- One (1) light for the passenger's side access step.

In order to ensure exceptional illumination, each light shall provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights shall be activated when the battery switch is on and the adjacent door is opened.

**FENDER CROWNS**
Rubber fender crowns shall be provided around the cab wheel openings.

Crows shall be black.

**HANDRAILS BELOW CAB WINDSHIELD**
A 10.00" long x 1.25" diameter handrail shall be mounted below the front cab windshield, one (1) on each side. The handrails shall be extruded aluminum with a ribbed design to provide a positive gripping surface.

**CREW CAB WINDOWS**
One (1) fixed window with tinted glass shall be provided on each side of the cab, to the rear of the front cab door. The windows shall be sized to enhance light penetration into the cab interior. The windows shall measure 18.70" wide x 23.75" high.
One (1) fixed window with tinted glass shall be provided on each side of the cab, to the rear of the crew cab door. The windows shall measure 24.00" wide x 23.75" high.

**STORAGE COMPARTMENTS**

Provided at the forward facing crew cab positions shall be a full height x full width EMS compartment. There shall be one (1) exterior door on each side of the cab and one (1) roll-up door, centered on the inside of the crew cab.

The passenger side compartment shall be divided into upper and lower sections by the cab floor. The upper section shall be approximately 28.00" wide x 68.25" deep. The compartment shall be approximately 54.00" high. The lower section shall be 28.00" wide x 24.00" high x 15.00" deep. The passenger side compartment shall have access from the interior as well as the exterior.

There shall be one (1) interior one (1) Amdor roll up door, locking with anodized finish, located in the center of the cab. This door opening shall start 5.00" off the cab floor, to allow for room of the compartment door lift bar. The clear door opening shall be approximately 39.00" wide x 41.00" high.

The driver side compartment shall be full height from top to bottom with no separation by the cab floor. The compartment shall be approximately 28.00" wide x 78.00" high x 15.00" deep for the first 24.00" of height and 24.50" deep for the remaining 54.00". The drivers side compartment shall only have access from the exterior of the cab.

An upper storage area shall be provided to complete the height of the passenger and driver side compartments to the cab ceiling. The storage compartments shall be approximately 8.00" high and bolted to the top of the outboard compartments. A drop down door with a lever latch shall be provided. Wire raceway covers shall be provided along the back and side wall for ease of running harnessing through the cab.

The compartments shall be made of aluminum and painted on the exterior to match the cab interior. The compartment interior shall be painted spatter gray.

The exterior doors shall be two (2) Amdor rollup doors painted to match the primary color of the cab exterior, locking with #751 key, one (1) on each side of the cab.

The mounting provision for the handrails shall be located inside the cab on the EMS compartments.

**Compartment Light**

There shall be LED lighting installed in each compartment. The lights shall be controlled by an automatic door switch.

Revised 10-14 (09-17)
CUP HOLDER
There shall be four (4) cup holder(s) provided. Each cup holder shall have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder shall allow it to hold beverage containers with handles.

The cup holder(s) shall be located at customer pick-up.

MOUNTING PLATE ON ENGINE TUNNEL
Equipment installation provisions shall be installed on the engine tunnel.

A 0.188" smooth aluminum plate shall be bolted to the top surface of the engine tunnel. The plate shall follow the contour of the engine tunnel and shall run the entire length of the engine tunnel. The plate shall be spaced off the engine tunnel 1.50" to allow for wire routing below the plate.

The mounting surface shall be painted to match the cab interior.

CAB INTERIOR
The cab interior shall be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The officer side dash shall be a flat faced design to provide easy maintenance and shall be constructed out of painted aluminum.

The instrument cluster shall be surrounded with a high impact ABS plastic contoured to the same shape of the instrument cluster.

The engine tunnel shall be padded and covered, on the top and sides, with black 46 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls shall be painted aluminum. The rear wall shall be painted aluminum.

Headliner shall be installed in both forward and rear cab sections. Headliner material shall be vinyl. A sound barrier shall be part of its composition. Material shall be installed on aluminum sheet and securely fastened to interior cab ceiling.

Forward portion of cab headliner shall permit easy access for service of electrical wiring or other maintenance needs.

All wiring shall be placed in metal raceways. Routing through holes in tubing shall not be accepted due to chaffing that installation shall cause.

CAB INTERIOR UPHOLSTERY
The cab interior upholstery shall be dark silver gray.
CAB INTERIOR PAINT  
Yes
The cab interior metal surfaces shall be painted fire smoke gray, vinyl texture paint.

CAB FLOOR  
Yes
The cab and crew cab floor areas shall be covered with floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

CAB DEFROSTER  
Yes
To provide maximum defrost and heating performance, a 43,500 BTU heater-defroster unit with 350 CFM of air flow shall be provided inside the cab. The defroster unit shall be strategically located under the center forward portion of the vacuum formed instrument panel. For easy access, a removable vacuum formed cover shall be installed over the defroster unit. The cefroster shall include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation shall be built into the design of the cab dash instrument panel and shall be easily removable for maintenance. The defroster shall be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system shall meet or exceed SAE J382 requirements.

CAB/CREW CAB HEATER  
Yes
Two (2) 44,180 BTU auxiliary heaters with 276 CFM (each unit) of air flow shall be provided inside the crew cab, one (1) in each outboard rear-facing seat riser. The heaters shall include high performance dual scroll blowers, one (1) for each unit. Outlets for the heaters shall be located below each rear facing seat riser and below the fronts of the driver and passenger seats, for efficient airflow. An extruded aluminum plenum shall be incorporated in the cab structure that shall transfer heat to the forward cab seating positions.

The heater/defroster and crew cab heaters shall be controlled by a single integral electronic control panel. The heater control panel shall allow the driver to control heat flow to the front and rear simultaneously. The control panel shall include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel shall include highly visible, progressive LED indicators for both fan speed and temperature.

AIR CONDITIONING  
Yes
A high performance, customized air conditioning system shall be furnished inside the cab and crew cab.
The air conditioning system shall be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit within 30 minutes at 50 percent relative humidity. The cooling performance test shall be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

A radiator mounted condenser with a 59,644 BTU output that meets and exceed the performance specification shall be installed. Mounting the condenser below the cab or body would reduce the performance of the system and shall not be acceptable.

One (1) evaporator unit shall be installed in the center roof with two (2) cores, one (1) for the cab and one (1) for the crew cab. The evaporator unit shall have an adequate BTU rating to meet the performance specifications.

Adjustable air outlets shall be strategically located on the evaporator cover per the following:

- Four (4) shall be directed towards the driver's location
- Four (4) shall be directed towards the officer's location
- Seven (7) shall be directed towards the crew cab area

The air conditioner refrigerant shall be R-134A and shall be installed by a certified technician.

The air conditioner shall be controlled by a single electronic control panel. For ease of operation, the control panel shall include variable adjustment for temperature and fan control and be conveniently located on the dash in clear view of the driver.

**Gravity Drain Tubes**

Two (2) condensate drain tubes shall be provided for the air conditioning evaporator. The drip pan shall have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps shall be provided.

**SUN VISORS**

Two (2) smoked polycarbonate sun visors provided. The sun visors shall be located above the windshield with one (1) mounted on each side of the cab.

There shall be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

**GRAB HANDLES**

A black rubber covered grab handle shall be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles shall be securely mounted to the post area between the door and windshield.

**ENGINE COMPARTMENT LIGHTS**

There shall be one (1) 12 volt DC, 3.00" white LED light(s) with chrome flange kit(s) installed under the cab to be used as engine compartment illumination.
These light(s) shall be activated automatically when the cab is raised.

**ACCESS TO ENGINE DIPSTICKS**

For access to the engine oil and transmission fluid dipsticks, there shall be a door on the engine tunnel, inside the crew cab. The door shall be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick shall allow for checking only. The transmission dipstick shall allow for both checking and filling.

The door shall have a rubber seal for thermal and acoustic insulation. One (1) flush latch shall be provided on the access door.

**HOOK AND LOOP STRAP(S) FOR MAP BOX**

There shall be one (1) hook and loop strap(s) installed at final inspection.

**MAP BOX**

There shall be one (1) map box(es) with three (3) bins, open at top. The map box(es) shall be installed at final inspection. The map box(es) shall be divided into three (3) bins, each being 12.50" wide x 3.00" high x 12.00" deep. Each bin shall slant 30 degrees from horizontal. The map box(es) shall be constructed of 0.125" aluminum and shall be painted to match the cab interior.

**CAB SAFETY SYSTEM**

The cab shall be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and shall include the following:

- A supplemental restraint system (SRS) sensor shall be installed on a structural cab member behind the instrument panel. The SRS sensor shall perform real time diagnostics of all critical subsystems and shall record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor shall be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light shall be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag shall be mounted in the steering wheel and shall be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag shall be mounted in the modesty panel below the dash panel and shall be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains shall be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
• Suspension seats shall be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.

• Seat belts shall be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

FRONTAL IMPACT PROTECTION
The SRS system shall provide protection during a frontal or oblique impact event. The system shall activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis shall have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor shall activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected (no exception).

The SRS system shall deploy the following components in the event of a frontal or oblique impact event:

• Driver side front air bag
• Passenger side knee bolster air bag
• Air curtains mounted in the outboard bolster of outboard seat backs
• Suspension seats shall be retracted to the lowest travel position
• Seat belts shall be pre-tensioned to firmly hold the occupant in place

SIDE ROLL PROTECTION
The SRS system shall provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system shall analyze the vehicle’s angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system shall deploy the following components in the event of a side roll:

• Air curtains mounted in the outboard bolster of outboard seat backs
• Suspension seats shall be retracted to the lowest travel position
• Seat belts shall be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY
The seating capacity in the cab shall be four (4).
DRIVER SEAT

A seat shall be provided in the cab for the driver. The seat design shall be a cam action type, with air suspension. For increased convenience, the seat shall include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control shall be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat shall have an adjustable reclining back. The seat back shall be a high back style with side bolster pads for maximum support. For optimal comfort, the seat shall be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat shall include the following features incorporated into the side roll protection system:

- Side air curtain shall be mounted integral to the outboard bolster of the seat back. The air curtain shall be covered by a decorative panel when in the stowed position.
- A suspension seat safety system shall be included. When activated in the event of a side roll, this system shall pretension the seat belt and retract the seat to its lowest travel position.

The seat shall be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A seat shall be provided in the cab for the passenger. The seat design shall be a cam action type with air suspension. The seat back shall be a high back style with 9 degree fixed recline angle and side bolster pads for maximum support. For optimal comfort, the seat shall be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat shall include the following features incorporated into the side roll protection system:

- Side air curtain shall be mounted integral to the outboard bolster of the seat back. The air curtain shall be covered by a decorative panel when in the stowed position.
- A suspension seat safety system shall be included. When activated, this system shall pretension the seat belt and then retract the seat to its lowest travel position.

The seat shall be furnished with a 3-point, shoulder type seat belt.

REAR FACING DRIVER SIDE OUTBOARD SEAT

There shall be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat shall be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back shall be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity shall be adjustable from front to rear in 1.00" increments, to accommodate different
sized SCBA cylinders. Moving the SCBA cavity shall be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat shall include the following features incorporated into the side roll protection system:

- Side air curtain shall be mounted integral to the outboard bolster of the seat back. The air curtain shall be covered by a decorative panel when in the stowed position.
- A seat safety system shall be included. When activated, this system shall pretension the seat belt.

The seat shall be furnished with a 3-point, shoulder type seat belt.

**REAR FACING PASSENGER SIDE OUTBOARD SEAT**

There shall be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat shall be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back shall be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity shall be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity shall be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat shall include the following features incorporated into the side roll protection system:

- Side air curtain shall be mounted integral to the outboard bolster of the seat back. The air curtain shall be covered by a decorative panel when in the stowed position.
- A seat safety system shall be included. When activated, this system shall pretension the seat belt.

The seat shall be furnished with a 3-point, shoulder type seat belt.

**SHELVING**

There shall be two (2) shelves provided. Each shelf shall be constructed of 0.090" aluminum with a 1.25" up-turned lip. Shelving shall be infinitely adjustable by means of a threaded tightener sliding in a track.

The location shall be one (1) shelf in the driver side forward facing EMS cabinet and one (1) shelf in the passenger side forward facing EMS cabinet.

**SEAT UPHOLSTERY**

All seat upholstery shall be 46 ounce leather grain black vinyl resistant to oil, grease and mildew. The cab shall have four (4) seating positions.
AIR BOTTLE HOLDERS
All SCBA type seats in the cab shall have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket shall include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp shall constrain the SCBA bottle in the seat and shall exceed the NFPA standard of 9G. Bracket designs with manual restraints (belts, straps, buckles) that could be inadvertently left unlocked and allow the SCBA to move freely within the cab during an accident, shall not be acceptable.

There shall be a quantity of two (2) SCBA brackets.

SEAT BELTS
All cab and tiller cab (if applicable) seating positions shall have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length shall meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts shall include height adjustment. This adjustment shall optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts shall be furnished with dual automatic retractors that shall provide ease of operation in the normal seating position.

The 3-point shoulder type belts shall also include a D-loop assembly to the shoulder belt system. This feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

To ensure safe operation, the seats shall be equipped with seat belt sensors in the seat cushion and belt receptacle that shall activate an alarm indicating a seat is occupied but not buckled.

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT
NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department shall provide a location for storage of helmets.

CAB DOME LIGHTS
There shall be three (3) LED strip lights with red and white LEDs provided per the following:

- one (1) set of lights as wide as practical shall be mounted in the cab on the ceiling behind the seating positions.
- one (1) set of lights as wide as practical shall be installed in the crew cab on the ceiling forward of any seating positions.
- one (1) set of lights as wide as practical shall be installed in the crew cab on the ceiling rearward of any seating positions. The white LEDs shall be controlled by the door switches.

The red LEDs shall be controlled by a switch located within reach of the driver.

**CAB SPOTLIGHTS**

There shall be two (2) white 12 volt DC LED spotlights with chrome housing provided on each side of the cab.

These lights may be load managed when the parking brake is applied.

**HAND HELD LIGHT**

There shall be four (4) hand lights provided with a vehicle mount with 12VDC direct wire charging rack and quick release buckle strap mounted at mid.

Each light housing shall be orange in color.

**CAB INSTRUMENTATION**

The cab instrument panel shall be a molded ABS panel and include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches shall be identified by a label adjacent to each item. Actuation of the headlight switch shall illuminate the labels in low light conditions. Telltale indicator lamps shall not be illuminated unless necessary. The cab instruments and controls shall be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

**GAUGES**

The gauge panel shall include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
  - Low volts (11.8 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - High volts (15.5 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low volts (11.3 VDC)
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly
  - Very high volts (16.0 VDC)
- Red warning indicator on the information center with a steady alarm
- Amber caution light on gauge assembly

- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
  - Low fuel (1/8 full)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low fuel (1/32 full)
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly

- Engine Oil pressure Gauge (PSI):
  - Low oil pressure to activate engine warning lights and alarms
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly

- Front Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly

- Rear Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red warning indicator on the information center with a steady alarm
    - Amber caution light on gauge assembly

- Transmission Oil Temperature Gauge (Fahrenheit):
  - High transmission oil temperature activates warning lights and alarm
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly

- Engine Coolant Temperature Gauge (Fahrenheit):
  - High engine temperature activates an engine warning light and alarms
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly

- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
  - Low fluid (1/8 full)
    - Amber indicator light in gauge dial

All gauges shall perform prove out at initial power-up to ensure proper performance.
INDICATOR LAMPS

To promote safety, the following telltale indicator lamps shall be located on the instrument panel in clear view of the driver. The indicator lamps shall be "dead-front" design that is only visible when active. The colored indicator lights shall have descriptive text or symbols.

The following amber telltale lamps shall be present:

- Low coolant
- Trac cntrl (traction control) (where applicable
- Check engine
- Check trans (check transmission
- Aux brake overheat (Auxiliary brake overheat
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps shall be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps shall be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp shall be provided:

- High beam

ALARMS

Audible steady tone warning alarm: A steady audible tone alarm shall be provided whenever a warning message is present.
Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) shall be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm shall be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms shall intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp shall act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition shall enable the steady or pulsing tones respectively.

**INDICATOR LAMP AND ALARM PROVE-OUT**

A system shall be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms shall perform prove-out at initial power-up to ensure proper performance.

**CONTROL SWITCHES**

For ease of use, the following controls shall be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches shall have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch shall be provided. The first switch position shall deactivate all parking and headlights. The second switch position shall activate the parking lights. The third switch shall activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch shall be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times shall allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch shall be provided. The first switch position shall turn off and deactivate vehicle ignition. The second switch position shall activate vehicle ignition and shall perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position shall temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position shall terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch shall be provided. The first switch position is the default switch position. The second switch position shall activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.
Hazard switch shall be provided on the instrument panel or on the steering column.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches shall be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar shall indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls shall be provided. The windshield wiper control shall have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve shall be provided.

Chassis horn control: Activation of the chassis horn control shall be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp shall be provided. The switch shall activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch shall indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light shall be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching shall be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button shall be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

CUSTOM SWITCH PANELS  
The design of cab instrumentation shall allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There shall be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

DIAGNOSTIC PANEL  
A diagnostic panel shall be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel shall allow diagnostic
tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches shall allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel shall include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

**CAB LCD DISPLAY**

A digital four (4)-row by 20-character dot matrix display shall be integral to the gauge panel. The display shall be capable of showing simple graphical images as well as text. The display shall be split into three (3) sections. Each section shall have a dedicated function. The upper left section shall display the outside ambient temperature.

The upper right section shall display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section shall display INFO, CAUTION, and WARNING messages. Text messages shall automatically activate to describe the cause of an audible caution or warning alarm. The LCD shall be capable of displaying multiple text messages should more than one caution or warning condition exist.

**AIR RESTRICTION INDICATOR**

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm shall be provided.

- Officer Speedometer, A digital display speedometer shall be provided on the officer side overhead position.
"DO NOT MOVE APPARATUS" INDICATOR
A flashing red indicator light, located in the driving compartment, shall be illuminated automatically per the current NFPA requirements. The light shall be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator shall activate a pulsing alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES
Messages shall be displayed on the color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages shall designate the item or items not in the stowed position for vehicle travel position (parking brake disengaged).

The following messages shall be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved shall be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS
The built-in switch panels shall be located in the lower console or overhead console of the cab.

The switches shall be rocker-type and include an integral indicator light. For quick, visual indication the switch shall be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved label indicating the use of each switch shall be placed below the
switches. The label shall allow light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

**WIPER CONTROL**
Wiper control shall consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls.

**SPARE CIRCUIT**
There shall be three (3) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires shall have the following features:

- The positive wire shall be connected directly to the battery power
- The negative wire shall be connected to ground
- Wires shall be protected to 15 amps at 12 volts DC
- Power and ground shall terminate officer side dash area and one up high in officer panel
- Termination shall be with 15 amp, power point plug with rubber cover
- Wires shall be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

**SPARE CIRCUIT**
There shall be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires shall have the following features:

The positive wire shall be connected directly to the battery power

The negative wire shall be connected to ground.

Wires shall be protected to 20 amps at 12 volts DC.

Power and ground shall terminate EMS.

Termination shall be with a 10-place bus bar with screws and removable cover.

Wires shall be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

**SPARE CIRCUIT**
There shall be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires shall have the following features:

Revised 10-14 (09-17)
• The positive wire shall be connected directly to the ignition switched power
• The negative wire shall be connected to ground
• Wires shall be protected to 20 amps at 12 volts DC
• Power and ground shall terminate in EMS compartment(s) and in the center console
• Termination shall be with heat shrinkable butt splicing
• Wires shall be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT

There shall be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires shall have the following features:

The positive wire shall be connected directly to the battery switched power

The negative wire shall be connected to ground.

Wires shall be protected to 20 amps at 12 volts DC.

Power and ground shall terminate one in the forward dash near the officer and one in the rear by the rear facing EMS compt.

Termination shall be with water resistant male and female plugs.

Wires shall be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display shall be encased in an ABS plastic housing.

The information center shall have the following specifications:

• Operate in temperatures from -40 to 185 degrees Fahrenheit
• An Optical Gel shall be placed between the LCD and protective lens
• Five weather resistant user interface switches
• Grey with black accents
• Sunlight Readable
• Linux operating system
• Minimum of 1000nits rated display
• Display can be changed to an available foreign language
• A LCD display integral to the cab gauge panel shall be included as outlined in the cab instrumentation area.
• Programmed to read US Customary

GENERAL SCREEN DESIGN

Where possible, background colors shall be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background shall be used.

If a caution or warning situation arises the following shall occur:

• An amber background/text color shall indicate a caution condition
• A red background/text color shall indicate a warning condition
• The information center shall utilize an "Alert Center" to display text messages for audible alarm tones. The text messages shall be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages shall cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" shall change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color shall be shown for all alert center messages.
• A label for each button shall exist. The label shall indicate the function for each active button for each screen. Buttons that are not utilized on specific screens shall have a button label with no text or symbol.

HOME/TRANSIT SCREEN

This screen shall display the following:

• Vehicle Mitigation (if equipped)
• Water Level (if the water level system includes compatible communications to the information center)
• Foam Level (if the foam level system includes compatible communications to the information center)
• Seat Belt Monitoring Screen
• Tire Pressure Monitoring (if equipped)
• Digital Speedometer
• Active Alarms

ON SCENE SCREEN

This screen shall display the following and shall be auto activated with pump engaged (if equipped):

• Battery Voltage
• Fuel
• Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

**VIRTUAL BUTTONS**
There shall be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

**PAGE SCREEN**
The page screen shall display the following and allow the user to progress into other screens for further functionality:

- **Diagnostics**
  - Faults
    - Listed by order of occurrence
    - Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed shall be provided. The list shall provide a description of the load.
    - The lower the priority numbers the earlier the device shall be shed should a low voltage condition occur.
    - The screen shall indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.

- **Systems**
  - Command Zone
    - Module type and ID number
    - Module Version
    - Input or output number
    - Circuit number connected to that input or output
    - Status of the input or output
    - Power and Constant Current module diagnostic information
- Foam (if equipped)
- Pressure Controller (if equipped)
- Generator Frequency (if equipped)
  - Live Data
    - General Truck Data
- Maintenance
  - Engine oil and filter
  - Transmission oil and filter
  - Pump oil (if equipped)
  - Foam (if equipped)
  - Aerial (if equipped)
- Setup
  - Clock Setup
  - Date & Time
    - 12 or 24 hour format
    - Set time and date
  - Backlight
    - Daytime
    - Night time
    - Sensitivity
  - Unit Selection
  - Home Screen
  - Virtual Button Setup
  - On Scene Screen Setup
  - Configure Video Mode
    - Set Video Contrast
    - Set Video Color
    - Set Video Tint
- Do Not Move
  - The screen shall indicate the approximate location and type of item that is
    open or is not stowed for travel. The actual status of the following devices shall
    be indicated
  - Driver Side Cab Door
  - Passenger's Side Cab Door
  - Driver Side Crew Cab Door
  - Passenger's Side Crew Cab Door
  - Driver Side Body Doors
  - Passenger's Side Body Doors
  - Rear Body Door(s)
  - Ladder Rack (if applicable)
  - Deck Gun (if applicable)
  - Light Tower (if applicable)
- Hatch Door (if applicable)
- Stabilizers (if applicable)
- Steps (if applicable)

- Notifications
  - View Active Alarms
    - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
    - Silence Alarms - All alarms are silenced

- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Aerial Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

**VEHICLE DATA RECORDER**

There shall be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder shall be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

**Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) shall be provided on the color display and in the center overhead of the cab instrument panel. The SBMS shall be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

Revised 10-14 (09-17)
• Seat Occupied & Buckled = Green LED indicator illuminated
• Seat Occupied & Unbuckled = Red LED indicator with audible alarm
• No Occupant & Buckled = Red LED indicator with audible alarm
• No Occupant & Unbuckled = No indicator and no alarm
The seat belt monitoring screen shall become active on the color display when:

• The home screen is active:
  o and there is any occupant seated but not buckled or any belt buckled with an occupant.
  o and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS shall be activated.

The SBMS shall include an audible alarm that shall warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

INTERCOM SYSTEM
There shall be digital, single radio interface, intercom located drive officer in the cab. The front panel shall have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There shall be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There shall be one (1) auxiliary audio input with select, and receive indicators.

Headset jacks shall be provided for the driver, officer, and two (2) crew positions located at both rear facing seats.

RADIO INTERFACE NOT REQUIRED
The apparatus manufacturer shall not provide a radio/intercom interface.

UNDER THE HELMET HEADSET, RADIO TRANSMIT
There shall be one (1) under helmet, radio transmit headset(s) provided driver's side inboard rear facing seat.

Each headset shall feature:

• Coiled cord
• Noise cancelling electric microphone
• Flex boom rotates for left or right dress
• Adjustable volume control
• Ear seals with 24 dB noise reduction
• Radio Push To Transmit button. Mic is always live for intercom communication

Revised 10-14 (09-17)
UNDER THE HELMET HEADSET, INTERCOM ONLY
There shall be two (2) under helmet, intercom only headset(s) provided driver's seat and officer seat.

Each headset shall feature:

- Coiled cord
- Noise cancelling electric microphone
- Flex boom for left or right dress
- Adjustable volume control
- Ear seals with 24 dB noise reduction
- Intercom Push To Talk button

HEADSET HANGERS
There shall be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard rear facing seat and rear, center, forward facing seat. The hanger(s) shall meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

BRACKET, JOHNNY RAY
A Johnny Ray 2-way radio swivel bracket shall be provided and installed dog house.

TWO WAY RADIO SPEAKER INSTALLATION
There shall be one (1) customer supplied two way radio speakers sent to the apparatus manufacturers preferred third party installer to be installed middle of cab from ceiling.

Specific shipping requirements shall be followed.

BRACKET ONLY INSTALLATION
There shall be one (1) customer supplied Thermal Imaging camera charging bracket(s) sent to the apparatus manufacturers preferred installer to be installed TBD.

Specific shipping requirements shall be followed.

PORTABLE RADIO CHARGER INSTALLATION
There shall be four (4) customer supplied portable two-way radio chargers(s) sent to the apparatus manufacturers preferred radio installer to be installed dog house. Specific shipping requirements shall be followed.

RADIO ANTENNA MOUNT
There shall be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the overhead switch area. A weatherproof cap shall be installed on the mount.
RADIO ANTENNA MOUNT
There shall be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed L3 on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the radio box. A weatherproof cap shall be installed on the mount.

VEHICLE CAMERA SYSTEM
There shall be a FRC/Seon 360 degree surround view four (4) camera system provided.

The camera images shall be displayed on the driver's vehicle information center display.

The camera image shall be a split screen:

The left side of the screen shall show the 360-degree view

The right side of the screen shall show:

- The rear camera when the transmission is in reverse
- The right side camera when the right turn signal is active
- The left side camera when the left turn signal is active
- The forward camera with no triggers active.

A switch shall be installed in a location TBD that shall activate the camera image on the driver's vehicle information center display when no triggers are present.

System calibration shall be provided by an FRC/Seon third party vendor.

VEHICLE CAMERA GUARD
There shall be one (1) aluminum treadplate guard(s) fastened over the vehicle camera(s) located centered, beneath the hose bed, at the rear body area.

ELECTRICAL POWER CONTROL SYSTEM
The primary power distribution shall be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers shall be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components.

The electrical distribution centers shall be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers shall be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays shall be easily accessible.

Distribution centers located throughout the vehicle shall contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, shall be utilized to protect electrical circuits. All circuit protection devices shall be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers shall be Type-I automatic reset (continuously resetting). When
required, automotive type fuses shall be utilized to protect electronic equipment. Control relays and solenoid shall have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

**SOLID-STATE CONTROL SYSTEM**

A solid-state electronics based control system shall be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network shall consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system shall comply with SAE J1939-11 recommended practices.

The control system shall operate as a master-slave system whereas the main control module instructs all other system components. The system shall contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system shall utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules shall include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules shall meet the following specifications:

- Module circuit board shall meet SAE J771 specifications
- Operating temperature from -40°C to +70°C
- Storage temperature from -40°C to +70°C
- Vibration to 50g
- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
- Operating voltage from eight (8) volts to 16 volts DC
The main controller shall activate status indicators and audible alarms designed to provide warning of problems before they become critical.

**CIRCUIT PROTECTION AND CONTROL DIAGRAM**

Copies of all job-specific, computer network input and output (I/O) connections shall be provided with each chassis. The sheets shall indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

**ON-BOARD ELECTRICAL SYSTEM DIAGNOSTICS**

Advanced on-board diagnostic messages shall be provided to support rapid troubleshooting of the electrical power and control system. The diagnostic messages shall be displayed on the information center located at the driver’s position.

The on-board information center shall include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

**PROGNOSTICS**

A software based vehicle tool shall be provided to predict remaining life of the vehicles critical fluid and events (no exception).

The system shall send automatic indications to the color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics shall include:

- Engine oil and filter
- Transmission oil and filter
- Pump oil (if equipped)
- Foam oil (if equipped)
- Aerial oil and filter (if equipped)

**ADVANCED DIAGNOSTICS**

An advanced, Windows-based, diagnostic software program shall be provided for this control system. The software shall provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software shall be easy to understand and use and have the ability to view system input/output (I/O) information.
TECH MODULE WITH WIFI

An in cab module shall provide WiFi wireless interface and data logging capability. The WiFi interface shall comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module shall provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module shall transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level shall allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level shall allow diagnostic access to inputs and outputs installed on the control and information system.

The data logging capability shall record faults from the engine, transmission, ABS and control and information systems as they occur. No other data shall be recorded at the time the fault occurs. The data logger shall provide up to 2 Gigabytes of data storage.

A USB connection shall be provided on the Tech Module. It shall provide a means to download data logger information and update software in the device.

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM

A system shall be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

VOLTAGE MONITOR SYSTEM

A voltage monitoring system shall be provided to indicate the status of the battery system connected to the vehicle’s electrical load. The system shall provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm shall activate if the system falls below 11.8 volts DC for more than two (2) minutes.

POWER AND GROUND STUDS

Spare circuits shall be provided in the primary distribution center for two-way radio equipment.

The spare circuits shall consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

ENHANCED SOFTWARE

The solid-state control system shall include the following software enhancements:
All perimeter lights and scene lights (where applicable) shall be deactivated when the parking brake is released.

Cab and crew cab dome lights shall remain on for ten (10) seconds for improved visibility after the doors close. The dome lights shall dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights shall remain on for ten (10) seconds for improved visibility after the doors close. The dome lights shall dim after ten (10) seconds or immediately if the vehicle is put into gear.

**EMI/RFI PROTECTION**

To prevent erroneous signals from crosstalk contamination and interference, the electrical system shall meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system shall be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus shall have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system shall meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, shall provide EMC testing reports from testing conducted on an entire apparatus and shall certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility shall be controlled by applying appropriate circuit designs and shielding. The electrical system shall be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing shall be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

**ELECTRICAL**

All 12-volt electrical equipment installed by the apparatus manufacturer shall conform to modern automotive practices. All wiring shall be high temperature crosslink type. Wiring shall be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers shall be provided which conform to SAE Standards. Wiring shall be color, function and number coded. Function and number codes shall be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.
Electrical wiring and equipment shall be installed utilizing the following guidelines:

1. All holes made in the roof shall be caulked with silicon, rope caulk is not acceptable. Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. Exposed area shall be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance shall not be fastened with nuts and bolts. Metal screws shall be used in mounting these devices. Also a coil of wire shall be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound shall be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas shall have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, shall be furnished. Rear identification lights shall be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads shall be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests shall be recorded and provided to the purchaser at time of delivery.

**BATTERY SYSTEM**

There shall be four (4) 12 volt batteries that include the following features shall be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case shall be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover shall be manifold vented with a central venting location to allow a 45 degree tilt capacity.
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<td>Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer</td>
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<td>52</td>
<td>0568012</td>
<td>Air Dryer, Wabco System Saver 1200, Heater, 2010</td>
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<td>53</td>
<td>0000790</td>
<td>Brake Lines, Nylon</td>
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<td>Air Inlet, with Kussmaul Air Eject</td>
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<td>Cover, Weatherproof, for Recessed Kussmaul Air Inlet</td>
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<td>56</td>
<td>0055486</td>
<td>Drain, Remote Air Tank, w/Pull Cable, All Tanks</td>
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<td>57</td>
<td>0795472</td>
<td>Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer</td>
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<td>0001244</td>
<td>High Idle w/Electronic Engine, Custom</td>
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<td>Clutch, Fan, Air Actuated, Saber FR/Enforcer</td>
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<td>0748850</td>
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<td>Air Intake, Metal Screen, Saber FR/Enforcer</td>
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<td>63</td>
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<td>Exhaust, Modified for Plymovent System, 6.00&quot; Diffuser</td>
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<td>0698626</td>
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<td>DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door</td>
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<td>Informational, Transmission Program, Shift To Neutral w/Parking Brake</td>
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<td>Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer</td>
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<td>Steering Wheel, 4 Spoke with Controls, Enforcer</td>
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<td>80</td>
<td>0690274</td>
<td>Logo/Emblem, on Dash</td>
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<td>0010789</td>
<td>Lube System, Vogel, 32 Point</td>
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<td>Bumper, 16&quot; Extended, Saber FR/Enforcer</td>
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<td>83</td>
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<td>0614646</td>
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<td>Tow Hooks, Chrome</td>
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<td>0011683</td>
<td>Rods, Sight on Bumper, Bores, Model 848-211, Marker/Directional Capability</td>
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<td>Hose Restraint, Bumper Tray, 2.00&quot; Straps with Fasteners</td>
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<td>0625644</td>
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<td>Engine Tunnel, ISL, Saber FR/Enforcer</td>
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<td>0632103</td>
<td>Rear Wall, Exterior, Cab, Saber FR/Enforcer</td>
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<td>Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage</td>
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<td>92</td>
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<td>Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer</td>
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<td>0695930</td>
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<td>Material Trim/Soffit - c) S/S, Polished</td>
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<td>Mirrors, Retract, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex</td>
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<td>Key Model, Cab Doors - 751</td>
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<td>Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab</td>
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<td>Step Well Material - Aluminum Treadplate</td>
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<td>102</td>
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<td>Handrail, Exterior, Knurled, Alum, 4-Door Cab</td>
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<td>Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts</td>
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<td>0040475</td>
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<td>Handrail, 10&quot;, Below Cab Windshield, Pair</td>
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<td>0626044</td>
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<td>Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer</td>
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<td>Door, EMS Cabinet - Amdor Roll Up, Locking, Anodized</td>
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<td>Light, Tall Transverse Compart - Amdor, White Both Sides</td>
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<td>Finish, Exterior Compart - Spatter Gray</td>
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<td>Holder, Cup, Cab/Crewcab, Each</td>
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<td>Mounting Provisions Spacing - 1.50&quot;</td>
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<td>Material Finish, Cab Interior - Painted</td>
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<td>Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE</td>
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<td>Color, Cab Interior Vinyl/Fabric - a) Silver/Gray</td>
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<td>Engine Tunnel Cover - Black Vinyl</td>
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<td>Cab Interior Rear Wall Material - Painted Aluminum</td>
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<td>Floor, Rubber Padded, Cab &amp; Crew Cab, Saber/Enforcer</td>
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<td>Sun Visor Retention - Thumb Latch</td>
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<td>Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer</td>
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<td>0583938</td>
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<td>Line</td>
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<td>Shelf, Adjustable, EMS Compt, 1.25&quot; Lip</td>
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<td>Location, Shelf, EMS - (1) DS Fwd Fcn Cabinet and (1) PS Fwd Fcn Cabinet</td>
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<td>Color, Cab Interior Vinyl/Fabric - c) Black</td>
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<td>Lights, Dome, Amdor AY-9280-** Red White Full Width 3 Stips</td>
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<td>Control, Dome Lt White - Door Switches</td>
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<td>Control, Dome Lt Color - DS Cab Switch</td>
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<td>Handlts, (4) Streamlight, Vulcan 180, 44315, 12v, Orange</td>
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<td>142</td>
<td>0622803</td>
<td>Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX</td>
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<td>Emergency Switching - Individual Switches</td>
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<td>0509511</td>
<td>Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX</td>
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<td>Speedometer, Class 1 w/LED, Officer Overhead</td>
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<td>145</td>
<td>0543751</td>
<td>Light, Do Not Move Apparatus</td>
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<td>Alarm, Do Not Move Truck - Pulsing Alarm</td>
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<td>146</td>
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<td>Messages, Open Door/Do Not Move Truck, MUX w/Color Display</td>
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<td>Switching, Cab Instrument Lower Console &amp; Overhead, Rocker MUX, Enforcer</td>
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<td>Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer</td>
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<td>12vdc power from - Battery direct</td>
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<td>Wire termination - 10-Place Bus Bar w/Cover</td>
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<td>Qty, - 02</td>
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<td>12vdc power from - Ignition power</td>
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<td>Wire termination - Butt Splice</td>
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<td>Location, Spare Wiring - EMS Compt and Center Console</td>
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<td>Wiring, Spare, 15 A 12V DC 1st</td>
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<td>Wire termination - 15 amp power point plug</td>
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<td>Location, Spare Wiring - Officer Dash and one up high in officer panel</td>
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<td>152</td>
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<td>Qty, - 02</td>
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<td>12vdc power from - Battery switched</td>
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<td>Wire termination - Water Resistant Plugs</td>
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<td>Location - one in the forward dash near the officer and one in the rear by the rear facing EMS compt</td>
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<td>System Of Measurement - US Customary</td>
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<td>Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor</td>
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<td>Location - drive officer</td>
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<td>Location, Intercom, C Cab - 2) 2 rearward facing seats</td>
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<td>Headset, Firecom, UH-51 Under Helmet, Radio Transmit</td>
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<td>Location, Headset - DS Inbrd, Rear Fcn Seat</td>
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<td>Headset, Firecom, UH-52 Under Helmet, Intercom Only</td>
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<td>Hangers For Headsets, NFPA, Each</td>
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<td>Qty - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear Fcng Seat and Rear, Center, Fwrd Fcng Seat</td>
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<td>Install Customer Provided Thermal Camera(s), Charger Only</td>
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<td>Install Customer Provided Portable Radio Charger(s)</td>
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<td>Install Customer Provided Two-Way Radio Speaker(s)</td>
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<td>Location - middle of cab from ceiling</td>
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<td>Antenna Mount, Custom Chassis, Cable Routed to Radio Box</td>
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<td>Antenna Mount, Commercial Chassis, Cable Routed to Overhead Switch Area</td>
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<td>Location 1 - best location</td>
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<td>Location - centered, beneath the hose bed, at the rear body area</td>
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<td>Pierce Command Zone, Advanced Electronics &amp; Control System, Enforcer, WiFi</td>
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<td>Location, Charger, Front Left Side Body Compartment</td>
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<td>Location, Battery Chgrr/Cmpr - High On Left Wall</td>
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<td>Color, Kussmaul Cover - b) red</td>
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<td>Connection, Shoreline - battery charger &amp; shoreline receptacles</td>
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<td>Location, Shoreline(s) - DS Cab Side</td>
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<td>Enable/Disable Hi-Idle - e)High Idle enable</td>
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<td>Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Lmp/Sab/Vel</td>
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<td>Light, Directional, Wn 600 Cmb, Cab Cn, Wrp Bzl Out HD Lts, Enf, Sab FR</td>
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<td>Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer</td>
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<td>Alarm, Back-up Warning, PRECO 1040</td>
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<td>Lights, Perimeter Cab, Wn 20C0CDCR 4* LED</td>
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<td>Cab, Perimeter Scene - Cab, 4dr Custom</td>
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<td>Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2Lts</td>
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7/8/2019 10:16 AM  Bid #: 957  535 of 1253
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<td>Light, Roof Mt, HiViz LED, FT-B-X-72-<em>-</em>-, Cnt Feature, Mux Panel PS Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Color, Lt Housing HiViz - White Scene Light Optics - Flood/Spot Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS</td>
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<td>Lights, Win, P<em>H1</em> Pioneer, 12 VDC, 2nd Location - DS cab between doors Qty, - 01 Color, Win Lt Housing - Red #106 Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Scene Light Optics - flood Mount, Win II - Semi-recessed 15 deg P**1</td>
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<td>Lights, Win, P<em>H1</em> Pioneer, 12 VDC, 1st Location - rear of body best location Qty, - 01 Color, Win Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS, Cab Sw Panel PS and Body Switch, DS Rear Bulkhead Scene Light Optics - Flood/Spot Mount, Win II - Semi-recessed 0 deg P**1</td>
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<td>Lights, HiViz FT-B-65-* LED, 2nd Location - PS middle of body up high Qty, - 01 Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Color, Lt Housing HiViz - White</td>
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<td>Tank, Water, 500 Gallon, Poly, Med, New York Style</td>
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<td>Overflow, 4.00&quot; Water Tank, Poly</td>
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<td>Modified Poly Tank &amp; Cradle, Ext'd To Rear, Pumper</td>
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<td>Sleeve, Through Tank Qty, Sleeve - 2 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3&quot; Plumbing and 4&quot; Hydraulic</td>
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<td>Hose Bed, Aluminum, Pumper, New York Style, Fill In Blank Height</td>
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<td>Fill in Blank - Accommodate 700' of 5&quot; LDH</td>
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<td>• Accommodate 500' of 2 &amp; 1/2&quot; wyed to 100' of 1 &amp; 3/4&quot;</td>
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<td>• Accommodate 500' of 2 &amp; 1/2&quot; blitz line</td>
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<td>• Accommodate 200' of 2' high rise load</td>
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<td>• Accommodate 200' of 2 &amp; 1/2&quot; standpipe load</td>
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<td>Capacity, Hosebed - • Accommodate 700' of 5&quot; LDH</td>
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<td>Qty, Backboard Comp - 1</td>
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<td>Size, Backboard - TBD</td>
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<td>Fill in Blank - three storage compt. under hose bed</td>
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<td>Location, driver's/passenger's/center - Left &amp; Right</td>
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<td>Door, Access, Aluminum Hose Bed Cover, Stay Arm, Each</td>
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<td>Location - behind the hose bed to cover the dunage area</td>
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<td>224</td>
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<td>Type of fastener - bungee cord and hook - Sides of Hosebed</td>
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<td>Type of fastener, Rear - seat belt buckle - bottom of hosebed</td>
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<td>Type of fastener, Front - bungee cord and hook - Front Hosebed</td>
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<td>Vinyl flap weight - Lead Shot Weighted</td>
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<td>Qty, Door Accessory - 06</td>
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<td>Color, Roll-up Door - AMDOR Painted to Match Lower Body</td>
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<td>Latch, Roll-up Door - Non-Locking Liftbar</td>
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<td>Latch, Roll-up Door, Gortite - Non-Locking Liftbar</td>
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<td>Material Finish, Shelf - Painted - Spatter Gray</td>
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<td>Location, Shelves/Trays, Predefined - .Location To Be Determined</td>
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<td>Location, Shelves/Trays, Predefined - .Location To Be Determined and LS1-Lower Third</td>
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<td>Location, Tray Slide-Out, Floor Mounted - RS1, LS1, LS4, B1 and LS3</td>
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<td>Location, Pivot - Front</td>
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<td>Mounting, Toolboard - Adjustable Frt-back</td>
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<td>Hole Diameter, Pegboard/Toolboard - .203&quot; diameter</td>
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<td>Finish, Pegboard/Toolboard - Painted - Spatter Gray</td>
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<td>Location - RS above the compt.below zico ladder rack</td>
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<td>Width - 14.00&quot;</td>
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<td>Hole Diameter, Pegboard/Toolboard - .203&quot; diameter</td>
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<td>Finish, Pegboard/Toolboard - Painted - Spatter Gray</td>
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<td>Location, Pegboard Back Compt Wall - LS1, LS2, LS3, RS1, RS2 and RS3</td>
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<td>Rub Rail, Aluminum Extruded, Side &amp; Rear of Body</td>
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<td>Fender Crowns, Rear, Rubber, w/Removable Liner</td>
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<td>Handrails, Side Pump Panels, Per Print</td>
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<td>Handrails, Beavertail, Standard</td>
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<td>Handrail, Rear, Below Hose Bed, Full Width</td>
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<td>Location, Handrail Additional - on EMS Rear facing at mid construction</td>
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<td>Qty, - 03</td>
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<td>Door Finish, Fender Compt - Polished</td>
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<td>Location, Fender Compt - Single - LS Fwd, Single - RS Fwd and Single - RS Rear</td>
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<td>Latch, Air Bottle Compt - Southco C2 Chrome Raised</td>
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<td>Insert, Air Bottle Compt - Rubber Matting</td>
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<td>Ladder, 10' Duo-Safety Folding 585A, w/Mounting</td>
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<td>Location - on lader rack</td>
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<td>Bell, 12&quot; Chrome w/Eagle, Mounted on Cab Corner</td>
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<td>262</td>
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<td>No Steps Required, Front Of Body</td>
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<td>0592994</td>
<td>Steps, Folding, Rear of Body, w/LED, Trident</td>
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7/8/2019 10:16 AM

Bid #: 957

Page 9
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<td>Location, Lights Mid Side - Over Front Wheels</td>
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<td>0019914</td>
<td>Warranty, Structure, 10 Year, Custom Cab, WA0012</td>
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<tr>
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<td>0595813</td>
<td>Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055</td>
<td>1</td>
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</tr>
<tr>
<td>433</td>
<td>0524627</td>
<td>Warranty, Electronics, 5 Year, MUX, WA0014</td>
<td>1</td>
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</tr>
<tr>
<td>434</td>
<td>0695416</td>
<td>Warranty, Pierce Camera System, WA0188</td>
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</tr>
<tr>
<td>435</td>
<td>0647720</td>
<td>Warranty, Pierce LED Strip Lights, WA0203</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>436</td>
<td>0046369</td>
<td>Warranty, 5-year EVS Transmission, Standard Custom, WA0187</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>437</td>
<td>0685945</td>
<td>Warranty, Transmission Cooler, WA0216</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>438</td>
<td>0688798</td>
<td>Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>439</td>
<td>0596025</td>
<td>Warranty, Structure, 10 Year, Body, WA0009</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>440</td>
<td>0690936</td>
<td>Warranty, Roll up Doors, Not Required</td>
<td>1</td>
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</tr>
<tr>
<td>441</td>
<td>0063510</td>
<td>Warranty, Pump, Waterous, 5 Year Parts, WA0225</td>
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</tr>
<tr>
<td>442</td>
<td>0648675</td>
<td>Warranty, 10 Year S/S Pumbing, WA0035</td>
<td>1</td>
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</tr>
<tr>
<td>443</td>
<td>0641372</td>
<td>Warranty, Foam System, Not Available</td>
<td>1</td>
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<tr>
<td>444</td>
<td>0595820</td>
<td>Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057</td>
<td>1</td>
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</tr>
<tr>
<td>445</td>
<td>0595421</td>
<td>Warranty, Goldstar, 3 Year, Apparatus, WA0018</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>446</td>
<td>0596340</td>
<td>Warranty, Extended, 5 Year, Custom Chassis, Class M, WA0063</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>447</td>
<td>0596304</td>
<td>Warranty, Extended, 5 Year, Pierce Body, Class H, WA0099</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>448</td>
<td>0683627</td>
<td>Certification, Vehicle Stability, CD0156</td>
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<td></td>
</tr>
<tr>
<td>449</td>
<td>0777618</td>
<td>Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158</td>
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<td>450</td>
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<td>Certification, Power Steering, CD0098</td>
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<td></td>
</tr>
<tr>
<td>451</td>
<td>0631980</td>
<td>Certification, Cab Integrity, Saber FR/Enforcer, CD0130</td>
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<td></td>
</tr>
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<td>452</td>
<td>0631973</td>
<td>Certification, Cab Door Durability, Saber FR/Enforcer, CD0137</td>
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</tr>
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<td>453</td>
<td>0631978</td>
<td>Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132</td>
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<td>454</td>
<td>0556828</td>
<td>Certification, Electric Window, Not Available</td>
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<tr>
<td>455</td>
<td>0631977</td>
<td>Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134</td>
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<td></td>
</tr>
<tr>
<td>456</td>
<td>0631976</td>
<td>Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131</td>
<td>1</td>
<td></td>
</tr>
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<td>457</td>
<td>0631971</td>
<td>Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135</td>
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</tr>
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<td>458</td>
<td>0545073</td>
<td>Amp Draw Report, NFPA Current Edition</td>
<td>1</td>
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<tr>
<td>459</td>
<td>0002758</td>
<td>Amp Draw, NFPA/ULC Radio Allowance</td>
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<td>460</td>
<td>0799248</td>
<td>Appleton/Florida BTO</td>
<td>1</td>
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<tr>
<td>461</td>
<td>0000018</td>
<td>PUMPER, 2ND GEN</td>
<td>1</td>
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</tr>
<tr>
<td>462</td>
<td>0000012</td>
<td>PIERCE CHASSIS</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>463</td>
<td>0004713</td>
<td>ENGINE, OTHER</td>
<td>1</td>
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</tr>
<tr>
<td>464</td>
<td>0046395</td>
<td>EVS 3000 Series TRANSMISSION</td>
<td>1</td>
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<td>465</td>
<td>0020011</td>
<td>WATEROUS PUMP</td>
<td>1</td>
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<td>466</td>
<td>0020009</td>
<td>POLY TANK</td>
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</tr>
<tr>
<td>467</td>
<td>0028047</td>
<td>NO FOAM SYSTEM</td>
<td>1</td>
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</tr>
<tr>
<td>468</td>
<td>0020006</td>
<td>SIDE CONTROL</td>
<td>1</td>
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</tr>
<tr>
<td>469</td>
<td>0020007</td>
<td>AKRON VALVES</td>
<td>1</td>
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</tr>
<tr>
<td>470</td>
<td>0020014</td>
<td>FRONT SUCTION</td>
<td>1</td>
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</tr>
<tr>
<td>471</td>
<td>0020015</td>
<td>ABS SYSTEM</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>472</td>
<td>0658751</td>
<td>PUMPER BASE</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
CONTENTS
SINGLE SOURCE MANUFACTURER ................................................................................................ 14
NFPA 2016 STANDARDS ................................................................................................................... 14
NFPA COMPLIANCE .......................................................................................................................... 14
VEHICLE INSPECTION PROGRAM CERTIFICATION ................................................................. 14
PUMP TEST ........................................................................................................................................ 15
GENERATOR TEST ............................................................................................................................. 15
BREATHING AIR TEST ....................................................................................................................... 15
APPARATUS MANUFACTURER ....................................................................................................... 15
DELIVERY .......................................................................................................................................... 15
INSPECTION TRIP(S) ........................................................................................................................ 15
PRODUCT CHANGES AND IMPROVEMENTS ................................................................................. 16
BID BOND ........................................................................................................................................... 16
PERFORMANCE BOND NOT REQUESTED ..................................................................................... 16
APPROVAL DRAWING ....................................................................................................................... 17
DRAWING, PRELIMINARY LAYOUT, PUMP OPERATOR'S PANEL ................................................ 17
ELECTRICAL WIRING DIAGRAMS .................................................................................................... 17
ENFORCER CHASSIS ....................................................................................................................... 17
WHEELBASE ...................................................................................................................................... 17
GVW RATING ..................................................................................................................................... 17
FRAME ................................................................................................................................................ 17
FRAME REINFORCEMENT ............................................................................................................... 17
FRONT AXLE ...................................................................................................................................... 18
FRONT SUSPENSION .......................................................................................................................... 18
SHOCK ABSORBERS ......................................................................................................................... 18
FRONT OIL SEALS ............................................................................................................................ 18
FRONT TIRES .................................................................................................................................... 18
REAR AXLE ........................................................................................................................................ 18
TOP SPEED OF VEHICLE ................................................................................................................. 18
REAR SUSPENSION ........................................................................................................................... 18
REAR OIL SEALS ............................................................................................................................... 19
REAR TIRES ....................................................................................................................................... 19
TIRE BALANCE .................................................................................................................................. 19
FRONT HUB COVERS ....................................................................................................................... 19
REAR HUB COVERS .......................................................................................................................... 19
CHROME LUG NUT COVERS ........................................................................................................... 19
MUD FLAPS ........................................................................................................................................ 19
AIR PRESSURE TIRE EQUALIZATION ............................................................................................. 19
WHEEL CHOcks ............................................................................................................................... 19
WHEEL CHOCK BRACKETS ................................................................................................................ 19
ANTI-LOCK BRAKE SYSTEM ............................................................................................................ 19
BRAKES .............................................................................................................................................. 20
BRAKE SYSTEM AIR COMPRESSOR .............................................................................................. 20
BRAKE SYSTEM ................................................................................................................................ 20
BRAKE SYSTEM AIR DRYER ............................................................................................................ 20
BRAKE LINES ..................................................................................................................................... 20
AIR INLET WITH AUTOMATIC EJECT .............................................................................................. 21
COVER OVER AIR INLET .................................................................................................................. 21
REMOTE AIR TANK DRAIN ............................................................................................................... 21
ENGINE .............................................................................................................................................. 21
HIGH IDLE .......................................................................................................................................... 21
CLUTCH FAN ...................................................................................................................................... 22
ENGINE AIR INTAKE .......................................................................................................................... 22
EXHAUST SYSTEM ............................................................................................................................ 22
EXHAUST MODIFICATION ................................................................................................................ 22
RADIATOR .......................................................................................................................................... 23
COOLANT LINES ................................................................................................................................ 23
FUEL TANK ........................................................................................................................................ 23
DIESEL EXHAUST FLUID TANK ........................................................................................................ 24
FUEL COOLER ..................................................................................................................................... 24
TRANSMISSION .................................................................................................................................. 24
TRANSMISSION SHIFTER ................................................................................................................... 25
TRANSMISSION COOLER .................................................................................................................... 25
TRANSMISSION PROGRAMMING .................................................................................................... 25
DRIVELINE .......................................................................................................................................... 25
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEERING</td>
<td>25</td>
</tr>
<tr>
<td>STEERING WHEEL</td>
<td>26</td>
</tr>
<tr>
<td>LOGO AND CUSTOMER DESIGNATION ON DASH</td>
<td>26</td>
</tr>
<tr>
<td>AUTOMATIC CHASSIS LUBRICATION</td>
<td>26</td>
</tr>
<tr>
<td>BUMPER</td>
<td>27</td>
</tr>
<tr>
<td>GRAVEL PAN</td>
<td>27</td>
</tr>
<tr>
<td>TOW HOOKS</td>
<td>27</td>
</tr>
<tr>
<td>SIGHT RODS</td>
<td>27</td>
</tr>
<tr>
<td>BUMPER HOSE RESTRAINT</td>
<td>27</td>
</tr>
<tr>
<td>CAB</td>
<td>28</td>
</tr>
<tr>
<td>CAB ROOF DRIP RAIL</td>
<td>29</td>
</tr>
<tr>
<td>INTERIOR CAB INSULATION</td>
<td>29</td>
</tr>
<tr>
<td>FENDER LINERS</td>
<td>29</td>
</tr>
<tr>
<td>PANORAMIC WINDSHIELD</td>
<td>29</td>
</tr>
<tr>
<td>WINDSHIELD WIPERS</td>
<td>29</td>
</tr>
<tr>
<td>ENGINE TUNNEL</td>
<td>29</td>
</tr>
<tr>
<td>CAB REAR WALL EXTERIOR COVERING</td>
<td>29</td>
</tr>
<tr>
<td>CAB LIFT</td>
<td>30</td>
</tr>
<tr>
<td>Cab Lift Interlock</td>
<td>30</td>
</tr>
<tr>
<td>GRILLE</td>
<td>30</td>
</tr>
<tr>
<td>DOOR JAMB SCUFFPLATES</td>
<td>30</td>
</tr>
<tr>
<td>SIDE OF CAB MOLDING</td>
<td>30</td>
</tr>
<tr>
<td>MIRRORS</td>
<td>30</td>
</tr>
<tr>
<td>DOORS</td>
<td>30</td>
</tr>
<tr>
<td>DOOR PANELS</td>
<td>31</td>
</tr>
<tr>
<td>MANUAL CAB DOOR WINDOWS</td>
<td>31</td>
</tr>
<tr>
<td>CAB STEPS</td>
<td>31</td>
</tr>
<tr>
<td>CAB EXTERIOR HANDRAILS</td>
<td>32</td>
</tr>
<tr>
<td>STEP LIGHTS</td>
<td>32</td>
</tr>
<tr>
<td>FENDER CROWNS</td>
<td>32</td>
</tr>
<tr>
<td>HANDRAILS BELOW CAB WINDSHIELD</td>
<td>32</td>
</tr>
<tr>
<td>CREW CAB WINDOWS</td>
<td>32</td>
</tr>
<tr>
<td>STORAGE COMPARTMENTS</td>
<td>32</td>
</tr>
</tbody>
</table>
Compartment Light .......................................................................................................................... 33
CUP HOLDER..................................................................................................................................... 33
MOUNTING PLATE ON ENGINE TUNNEL ...................................................................................... 33
CAB INTERIOR ................................................................................................................................... 33
CAB INTERIOR UPHOLSTERY .......................................................................................................... 34
CAB INTERIOR PAINT ....................................................................................................................... 34
CAB FLOOR........................................................................................................................................ 34
CAB DEFROSTER .............................................................................................................................. 34
CAB/CREW CAB HEATER ................................................................................................................. 35
AIR CONDITIONING ........................................................................................................................... 35
Gravity Drain Tubes ......................................................................................................................... 36
SUN VISORS ...................................................................................................................................... 36
GRAB HANDLES ................................................................................................................................ 36
ENGINE COMPARTMENT LIGHTS ................................................................................................... 36
ACCESS TO ENGINE DIPSTICKS .................................................................................................... 36
VELCRO STRAP(S) FOR MAP BOX .................................................................................................. 36
MAP BOX ............................................................................................................................................ 36
CAB SAFETY SYSTEM ...................................................................................................................... 36
FRONTAL IMPACT PROTECTION .................................................................................................... 37
SIDE ROLL PROTECTION ................................................................................................................. 37
SEATING CAPACITY ........................................................................................................................ 38
DRIVER SEAT .................................................................................................................................... 38
OFFICER SEAT .................................................................................................................................. 38
REAR FACING DRIVER SIDE OUTBOARD SEAT ............................................................................ 38
REAR FACING PASSENGER SIDE OUTBOARD SEAT ................................................................... 39
SHELVING .......................................................................................................................................... 39
SEAT UPHOLSTERY .......................................................................................................................... 39
AIR BOTTLE HOLDERS ....................................................................................................................... 39
SEAT BELTS ....................................................................................................................................... 40
HELMET STORAGE PROVIDED BY FIRE DEPARTMENT ............................................................... 40
CAB DOME LIGHTS .......................................................................................................................... 40
CAB SPOTLIGHTS .............................................................................................................................. 40
HAND HELD LIGHT ........................................................................................................................ 40
CAB INSTRUMENTATION ................................................................................................................. 41
GAUGES .............................................................................................................................................. 41
INDICATOR LAMPS ........................................................................................................................... 42
ALARMS .......................................................................................................................................... 43
INDICATOR LAMP AND ALARM PROVE-OUT ................................................................................. 43
CONTROL SWITCHES ....................................................................................................................... 43
CUSTOM SWITCH PANELS .............................................................................................................. 44
DIAGNOSTIC PANEL .......................................................................................................................... 45
CAB LCD DISPLAY ............................................................................................................................ 45
AIR RESTRICTION INDICATOR ......................................................................................................... 45
"DO NOT MOVE APPARATUS" INDICATOR ..................................................................................... 45
DO NOT MOVE TRUCK MESSAGES ................................................................................................. 46
SWITCH PANELS ............................................................................................................................... 46
WIPER CONTROL .............................................................................................................................. 46
SPARE CIRCUIT ................................................................................................................................. 47
SPARE CIRCUIT ................................................................................................................................. 47
SPARE CIRCUIT ................................................................................................................................. 47
SPARE CIRCUIT ................................................................................................................................. 47
INFORMATION CENTER ................................................................................................................... 48
GENERAL SCREEN DESIGN ......................................................................................................... 48
HOME/TRANSIT SCREEN .............................................................................................................. 49
ON SCENE SCREEN ...................................................................................................................... 49
VIRTUAL BUTTONS ....................................................................................................................... 49
PAGE SCREEN ............................................................................................................................... 49
VEHICLE DATA RECORDER ............................................................................................................. 51
    Seat Belt Monitoring System ........................................................................................................ 52
INTERCOM SYSTEM ......................................................................................................................... 52
RADIO INTERFACE NOT REQUIRED ............................................................................................... 53
UNDER THE HELMET HEADSET, RADIO TRANSMIT ..................................................................... 53
UNDER THE HELMET HEADSET, INTERCOM ONLY ....................................................................... 53
HEADSET HANGERS ......................................................................................................................... 53
BRACKET, JOHNNY RAY .................................................................................................................. 53
TWO WAY RADIO SPEAKER INSTALLATION .................................................................................. 53
BRACKET ONLY INSTALLATION .................................................................................. 54
PORTABLE RADIO CHARGER INSTALLATION .................................................. 54
RADIO ANTENNA MOUNT .................................................................................. 54
RADIO ANTENNA MOUNT .................................................................................. 54
VEHICLE CAMERA SYSTEM ............................................................................... 54
VEHICLE CAMERA GUARD .................................................................................. 55
ELECTRICAL POWER CONTROL SYSTEM ..................................................... 55
SOLID-STATE CONTROL SYSTEM .................................................................. 55
CIRCUIT PROTECTION AND CONTROL DIAGRAM ........................................ 56
ON-BOARD ELECTRICAL SYSTEM DIAGNOSTICS ........................................ 56
PROGNOSTICS .................................................................................................. 56
ADVANCED DIAGNOSTICS ............................................................................. 57
TECH MODULE WITH WIFI ............................................................................. 57
INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM .................................... 57
VOLTAGE MONITOR SYSTEM .......................................................................... 57
POWER AND GROUND STUDS ......................................................................... 57
ENHANCED SOFTWARE ..................................................................................... 58
EMI/RFI PROTECTION ........................................................................................ 58
ELECTRICAL ....................................................................................................... 58
BATTERY SYSTEM ............................................................................................. 59
BATTERY SYSTEM ............................................................................................. 60
MASTER BATTERY SWITCH ............................................................................ 60
BATTERY COMPARTMENTS ............................................................................. 60
JUMPER STUDS .................................................................................................. 60
BATTERY CHARGER ........................................................................................... 60
KUSSMAUL AUTO EJECT FOR SHORELINE .................................................. 60
ALTERNATOR ..................................................................................................... 61
ELECTRONIC LOAD MANAGER ........................................................................ 61
SEQUENCER ...................................................................................................... 62
HEADLIGHTS ...................................................................................................... 62
DIRECTIONAL LIGHTS ....................................................................................... 62
INTERMEDIATE LIGHT ....................................................................................... 63
CAB CLEARANCE/MARKER/ID LIGHTS ........................................................... 63
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS</td>
<td>63</td>
</tr>
<tr>
<td>REAR CLEARANCE/MARKER/ID LIGHTING</td>
<td>63</td>
</tr>
<tr>
<td>REAR FMVSS LIGHTING</td>
<td>64</td>
</tr>
<tr>
<td>LICENSE PLATE BRACKET</td>
<td>64</td>
</tr>
<tr>
<td>LIGHTING BEZEL</td>
<td>64</td>
</tr>
<tr>
<td>BACK-UP ALARM</td>
<td>64</td>
</tr>
<tr>
<td>PERIMETER SCENE LIGHTS, CAB</td>
<td>64</td>
</tr>
<tr>
<td>PUMP HOUSE PERIMETER LIGHTS</td>
<td>65</td>
</tr>
<tr>
<td>BODY PERIMETER SCENE LIGHTS</td>
<td>65</td>
</tr>
<tr>
<td>STEP LIGHTS</td>
<td>65</td>
</tr>
<tr>
<td>WALKING SURFACE LIGHT</td>
<td>65</td>
</tr>
<tr>
<td>12 VOLT LIGHTING</td>
<td>65</td>
</tr>
<tr>
<td>12 VOLT DC SCENE LIGHTS</td>
<td>65</td>
</tr>
<tr>
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</tr>
<tr>
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</tr>
<tr>
<td>12 VOLT LIGHTING</td>
<td>66</td>
</tr>
<tr>
<td>12 VOLT LIGHTING</td>
<td>67</td>
</tr>
<tr>
<td>HOSE BED LIGHTS</td>
<td>67</td>
</tr>
<tr>
<td>SPECIAL WATER TANK</td>
<td>67</td>
</tr>
<tr>
<td>SLEEVE, PLUMBING, THROUGH TANK</td>
<td>68</td>
</tr>
<tr>
<td>WATER TANK RESTRAINT</td>
<td>68</td>
</tr>
<tr>
<td>HOSE BED</td>
<td>68</td>
</tr>
<tr>
<td>HOSE BED DIVIDER</td>
<td>69</td>
</tr>
<tr>
<td>BACKBOARD COMPARTMENT</td>
<td>69</td>
</tr>
<tr>
<td>STORAGE HOSE BELOW MAIN HOSEBED</td>
<td>69</td>
</tr>
<tr>
<td>HOSE BED ACCESS DOOR/S</td>
<td>69</td>
</tr>
<tr>
<td>HOSEBED HOSE RESTRAINT</td>
<td>70</td>
</tr>
<tr>
<td>RUNNING BOARDS</td>
<td>70</td>
</tr>
<tr>
<td>TAILBOARD</td>
<td>70</td>
</tr>
<tr>
<td>REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL</td>
<td>70</td>
</tr>
<tr>
<td>TOW BAR</td>
<td>70</td>
</tr>
<tr>
<td>HOSE TRAY</td>
<td>70</td>
</tr>
<tr>
<td>COMPARTMENTATION</td>
<td>71</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>PIKE POLE, 6’</td>
<td>79</td>
</tr>
<tr>
<td>PIKE POLE STORAGE</td>
<td>79</td>
</tr>
<tr>
<td>BELL</td>
<td>79</td>
</tr>
<tr>
<td>REAR FOLDING STEPS</td>
<td>79</td>
</tr>
<tr>
<td>PUMP</td>
<td>79</td>
</tr>
<tr>
<td>PUMP PACKING</td>
<td>80</td>
</tr>
<tr>
<td>PUMP TRANSMISSION</td>
<td>80</td>
</tr>
<tr>
<td>PUMPING MODE</td>
<td>81</td>
</tr>
<tr>
<td>AIR PUMP SHIFT</td>
<td>81</td>
</tr>
<tr>
<td>TRANSMISSION LOCK-UP</td>
<td>81</td>
</tr>
<tr>
<td>AUXILIARY COOLING SYSTEM</td>
<td>81</td>
</tr>
<tr>
<td>INTAKE RELIEF VALVE - PUMP</td>
<td>81</td>
</tr>
<tr>
<td>PRESSURE CONTROLLER</td>
<td>82</td>
</tr>
<tr>
<td>PRIMING PUMP</td>
<td>82</td>
</tr>
<tr>
<td>AIR BLOWOUT VALVE</td>
<td>82</td>
</tr>
<tr>
<td>THERMAL RELIEF VALVE</td>
<td>82</td>
</tr>
<tr>
<td>PUMP MANUALS</td>
<td>82</td>
</tr>
<tr>
<td>PLUMBING, STAINLESS STEEL AND HOSE</td>
<td>82</td>
</tr>
<tr>
<td>MAIN PUMP INLETS</td>
<td>83</td>
</tr>
<tr>
<td>MAIN PUMP INLET CAP</td>
<td>83</td>
</tr>
<tr>
<td>VALVES</td>
<td>83</td>
</tr>
<tr>
<td>RIGHT SIDE INLET</td>
<td>83</td>
</tr>
<tr>
<td>ANODE, INLET</td>
<td>83</td>
</tr>
<tr>
<td>INLET CONTROL</td>
<td>83</td>
</tr>
<tr>
<td>FRONT INLET</td>
<td>84</td>
</tr>
<tr>
<td>FRONT INLET CONTROL</td>
<td>84</td>
</tr>
<tr>
<td>INTAKE RELIEF VALVE</td>
<td>84</td>
</tr>
<tr>
<td>FRONT INLET CAP</td>
<td>84</td>
</tr>
<tr>
<td>FRONT INLET PIPING</td>
<td>84</td>
</tr>
<tr>
<td>INLET BLEEDER VALVE</td>
<td>84</td>
</tr>
<tr>
<td>TANK TO PUMP</td>
<td>84</td>
</tr>
<tr>
<td>TANK REFILL</td>
<td>85</td>
</tr>
<tr>
<td>LEFT SIDE DISCHARGE OUTLETS</td>
<td>85</td>
</tr>
</tbody>
</table>
RIGHT SIDE DISCHARGE OUTLET ................................................................................................ 85
LARGE DIAMETER DISCHARGE OUTLET ....................................................................................... 85
REAR DISCHARGE OUTLET ............................................................................................................. 85
DISCHARGE OUTLET (Rear) ............................................................................................................. 85
DISCHARGE CAPS/ INLET PLUGS .................................................................................................... 85
OUTLET BLEEDER VALVE ................................................................................................................ 86
LEFT SIDE OUTLET ELBOWS ........................................................................................................... 86
RIGHT SIDE OUTLET ELBOWS ........................................................................................................ 86
REAR OUTLET ELBOWS ................................................................................................................... 86
ADDITIONAL REAR OUTLET ELBOWS ............................................................................................ 86
LARGE DIAMETER OUTLET ELBOWS ............................................................................................. 86
DISCHARGE OUTLET CONTROLS ................................................................................................... 87
SWING CONTROLS ........................................................................................................................... 87
DELUGE RISER .................................................................................................................................. 87
TELESCOPIC PIPING ........................................................................................................................ 87
CROSSLAY HOSE BEDS ................................................................................................................... 87
DEADLAY HOSE BEDS ...................................................................................................................... 87
CROSSLAY/DEADLAY HOSE RERAINT ........................................................................................... 88
FOAM SYSTEM ................................................................................................................................. 88
PUMP COMPARTMENT ..................................................................................................................... 88
PUMP MOUNTING .............................................................................................................................. 88
LEFT SIDE PUMP CONTROL PANELS ............................................................................................. 88
IDENTIFICATION TAGS ..................................................................................................................... 89
PUMP PANEL CONFIGURATION ....................................................................................................... 89
PUMP AND GAUGE PANEL ............................................................................................................... 89
PUMP COMPARTMENT LIGHT ......................................................................................................... 89
AIR HORN SWITCH ............................................................................................................................ 90
DRAINS, LEFT SIDE .......................................................................................................................... 90
RIGHT SIDE DRAINS ....................................................................................................................... 90
ALUMINUM HEAT ENCLOSURE ....................................................................................................... 90
ELECTRIC GAUGE HEATER ............................................................................................................. 90
VACUUM AND PRESSURE GAUGES ............................................................................................... 90
PRESSURE GAUGES ......................................................................................................................... 90
COMPARTMENT INTERIOR PAINT .......................................................... 101
REFLECTIVE STRIPES ........................................................................ 101
REAR CHEVRON STRIPING ............................................................... 101
"Z" JOG IN REFLECTIVE STRIPE .................................................. 101
CAB DOOR REFLECTIVE STRIPE .................................................... 101
LETTERING ....................................................................................... 101
LETTERING ....................................................................................... 102
LETTERING ....................................................................................... 102
LETTERING ....................................................................................... 102
LETTERING ....................................................................................... 102
LETTERING ....................................................................................... 102
LETTERING ....................................................................................... 102
MALTESE CROSS INSTALLATION .................................................. 102
CAB GRILLE DESIGN ....................................................................... 102
UNDERCOATING, CAB & BODY ..................................................... 102
FIRE APPARATUS PARTS CD MANUAL ....................................... 103
SERVICE PARTS INTERNET SITE ................................................ 103
CHASSIS SERVICE CD MANUALS ................................................ 103
CHASSIS OPERATION CD MANUALS .......................................... 104
ONE (1) YEAR MATERIAL AND WORKMANSHIP ....................... 104
ENGINE WARRANTY ....................................................................... 104
STEERING GEAR WARRANTY ........................................................ 104
FIFTY (50) YEAR STRUCTURAL INTEGRITY ................................ 104
FRONT AXLE WARRANTY ................................................................. 104
REAR AXLE WARRANTY ................................................................. 104
ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY .... 104
TEN (10) YEAR STRUCTURAL INTEGRITY .................................. 104
TEN (10) YEAR PRO-RATED PAINT AND CORROSION ................. 104
FIVE (5) YEAR MATERIAL AND WORKMANSHIP ..................... 104
CAMERA SYSTEM WARRANTY ..................................................... 104
COMPARTMENT LIGHT WARRANTY .............................................. 104
TRANSMISSION WARRANTY .......................................................... 105
TRANSMISSION COOLER WARRANTY .......................................... 105
WATER TANK WARRANTY ............................................................................................................. 105
TEN (10) YEAR STRUCTURAL INTEGRITY.................................................................................. 105
PUMP WARRANTY ....................................................................................................................... 105
TEN (10) YEAR PUMP PLUMBING WARRANTY ....................................................................... 105
TEN (10) YEAR PRO-RATED PAINT AND CORROSION ............................................................... 105
THREE (3) YEAR MATERIAL AND WORKMANSHIP ................................................................. 105
FIVE (5) YEAR EXTENDED ....................................................................................................... 105
FIVE (5) YEAR EXTENDED ....................................................................................................... 105
VEHICLE STABILITY CERTIFICATION ..................................................................................... 105
ENGINE INSTALLATION CERTIFICATION ............................................................................... 105
POWER STEERING CERTIFICATION ......................................................................................... 106
CAB INTEGRITY CERTIFICATION ........................................................................................... 106
CAB DOOR DURABILITY CERTIFICATION ............................................................................ 106
WINDSHIELD WIPER DURABILITY CERTIFICATION ............................................................... 107
SEAT BELT ANCHOR STRENGTH ............................................................................................. 107
SEAT MOUNTING STRENGTH .................................................................................................... 107
CAB DEFROSTER CERTIFICATION ........................................................................................ 107
CAB HEATER CERTIFICATION ................................................................................................ 107
CAB AIR CONDITIONING PERFORMANCE CERTIFICATION ............................................. 107
AMP DRAW REPORT .............................................................................................................. 107
SINGLE SOURCE MANUFACTURER
Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce’s single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2016 STANDARDS
This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCE
Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

VEHICLE INSPECTION PROGRAM CERTIFICATION
To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.
A placard will be affixed in the driver’s side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

**PUMP TEST**
Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer’s certification of hydrostatic test; the engine manufacturer’s certified brake horsepower curve; and the pump manufacturer’s record of pump construction details will be forwarded to the Fire Department.

**GENERATOR TEST**
If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

**BREATHING AIR TEST**
If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

**APPARATUS MANUFACTURER**
Pierce Manufacturing is a subsidiary of Oshkosh Truck Corporation located in Oshkosh, Wisconsin. Oshkosh Truck Corporation is a publicly held company traded on the New York Stock Exchange (NYSE OSK). Oshkosh Truck Corporation is a fully owned and managed Corporation that is 100 percent held in the United States of America.

**DELIVERY**
Said apparatus and equipment will be built and shipped in accordance with the specifications hereto. Delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about ... working days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at Aurora.

The specifications herein contained will form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

**INSPECTION TRIP(S)**
The bidder will provide three (3) factory inspection trip(s) for (7) seven customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's
representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

**PRODUCT CHANGES AND IMPROVEMENTS**

Our components and processes, as described in this proposal document, are as accurate as known at the time of bid submission, but are subject to change for the purpose of product or process improvements, or changes in industry standards providing the change does not affect the meaning or definition of the bid specifications.

**BID BOND**

A bid bond as security for the bid in the form of a 5% bid bond will be provided with the proposal. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract. A bid bond for 5% of the total amount of the proposal is enclosed.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

**PERFORMANCE BOND NOT REQUESTED**

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.
APPROVAL DRAWING
A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

DRAWING, PRELIMINARY LAYOUT, PUMP OPERATOR’S PANEL
A detailed drawing, to scale, of the pump operator's panel will be provided for the purpose of illustrating the drawing of configuration that was done previously. However, some variation may be necessary due to changes in our manufacturing processes or our product offerings. Revisions to NFPA guidelines and/or regulations may also affect our ability to match the previous unit.

The pump panel drawing provided will match the old configuration 26168 to match as closely as possible.

ELECTRICAL WIRING DIAGRAMS
Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS
The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE
The wheelbase of the vehicle will be 209.50".

GVW RATING
The gross vehicle weight rating will be 44,000.

FRAME
The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will be heat-treated steel measuring 10.25" x 3.50" x .375".

Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

FRAME REINFORCEMENT
A full-length mainframe "C" liner will be provided.
The liner will be an internal "C" design, heat-treated steel measuring 9.38" x 3.13" x 0.25". Each reinforcement member will have a section modulus of 3.90 cubic inches, yield strength of 120,000 psi and resisting bending moment (rbm) of 938,762 in-lb.

**FRONT AXLE**
The front axle will be a reverse "I" beam type with inclined king pins. It will be a Dana axle, Model D-2000F, with a rated capacity of 18,000 lb.

**FRONT SUSPENSION**
The front springs will be a Standens, three (3)-leaf, taper leaf design, 54.00" long x 4.00" wide, with a ground rating of 18,000 lb.

The two (2) top leaves will wrap the forward spring hanger pin. The top leaf will also wrap the rear spring hanger pin. Both the front and rear eyes will be Berlin style wraps that will place the eyes in the horizontal plane within the main leaf. This will reduce bending stress from acceleration and braking.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

**SHOCK ABSORBERS**
To provide a smoother ride, the front axle will be furnished with heavy-duty telescoping shock absorbers.

**FRONT OIL SEALS**
Oil seals with viewing window will be provided on the front axle.

**FRONT TIRES**
Front tires will be Goodyear® 315/80R22.50 radials, 20 ply G289 WHA tread, rated for 20,400 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

**REAR AXLE**
The rear axle will be a Dana, Model S23-170, with a capacity of 24,000 lb.

**TOP SPEED OF VEHICLE**
A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 65 MPH.

**REAR SUSPENSION**
Rear suspension will be a Hendrickson FMX 242 EX, air ride with a ground rating of 24,000 lb. The suspension will have the following features:

- Heavy-duty shock absorbers to protect air springs from overextension
- Heavy-duty torque rods and bushings
- Premium, heavy-duty rubber bushings require no lubrication
- Integrated stabilizer design results in greater stability
- Low spring rate air springs for excellent ride quality
- Dual height control valves to maintain level vehicle from side to side

REAR OIL SEALS
Oil seals will be provided on the rear axle(s).

REAR TIRES
Rear tires will be four (4) Goodyear radials 11R22.50, 16 ply all season G622 tread, rated for 24,020 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE
All tires will be dynamically balanced with wheel weights.

FRONT HUB COVERS
Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

REAR HUB COVERS
A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

CHROME LUG NUT COVERS
Chrome lug nut covers will be supplied on front and rear wheels.

MUD FLAPS
Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

AIR PRESSURE TIRE EQUALIZATION
A Crossfire air pressure equalization system will be provided on the rear dual wheels. This system will equalize the tire air pressure in the rear duals and indicate over or under inflation.

WHEEL CHOCKS
There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

WHEEL CHOCK BRACKETS
There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire below compartment LS3.

ANTI-LOCK BRAKE SYSTEM
The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled
A system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

**BRAKES**
The service brake system will be full air type by Bendix®.

Front brakes will be Model ADB22X™, disc type with automatic pad wear adjustment and 17.00" rotors for improved stopping distance.

The rear brakes will be Bendix®, Model ES1657D, 16.50" x 7.00" cam operated with automatic slack adjusters.

**BRAKE SYSTEM AIR COMPRESSOR**
The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

**BRAKE SYSTEM**
The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

**BRAKE SYSTEM AIR DRYER**
The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.

**BRAKE LINES**
Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.
AIR INLET WITH AUTOMATIC EJECT
One (1) air inlet with Kussmaul Air Eject will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will automatically disconnect the air line when the truck is started. It will be equipped with a male coupling and be located on the driver side exterior of cab, above the front wheel, behind the cab door, recessed into the cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the “wet” tank of the brake system. A mating female coupling will also be provided with the loose equipment.

COVER OVER AIR INLET
A Kussmaul, Model 091-28-AK, weatherproof red cover will be provided over the recessed automatic air line disconnect.

REMOTE AIR TANK DRAIN
There will be a remote cable controlled drain valve installed on each air supply reservoir. The drain valve will be actuated from the side of the vehicle and be a vinyl covered stainless steel cable, firmly attached to the underside of the vehicle. A loop will be provided at the cable end for ease of pulling the drain.

ENGINE
The chassis will be powered by an electronically controlled engine as described below:

<table>
<thead>
<tr>
<th>Make</th>
<th>Cummins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model</td>
<td>L9</td>
</tr>
<tr>
<td>Power</td>
<td>450 hp at 2100 rpm</td>
</tr>
<tr>
<td>Torque</td>
<td>1250 lb-ft at 1400 rpm</td>
</tr>
<tr>
<td>Governed Speed</td>
<td>2200 rpm</td>
</tr>
<tr>
<td>Emissions Level</td>
<td>EPA 2017</td>
</tr>
<tr>
<td>Fuel</td>
<td>Diesel</td>
</tr>
<tr>
<td>Cylinders</td>
<td>Six (6)</td>
</tr>
<tr>
<td>Displacement</td>
<td>543 cubic inches (8.9L)</td>
</tr>
<tr>
<td>Starter</td>
<td>Delco 39MT™</td>
</tr>
<tr>
<td>Fuel Filters</td>
<td>Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.</td>
</tr>
</tbody>
</table>

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

HIGH IDLE
A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.
The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

**CLUTCH FAN**
A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

**ENGINE DIAGNOSTIC HARDWARE**
There will be Cummins "Insite Pro" diagnostic hardware provided for use with computer. The hardware will be the most current available.

The following items will be included in the package:

- Cummins In-Line* adapter kit.

All cables and connectors

**ENGINE AIR INTAKE**
The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet NFPA 1901 requirements.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.

**EXHAUST SYSTEM**
The exhaust system will be stainless steel from the turbo to the engine’s aftertreatment device, and will be 4.00" in diameter. The exhaust system will include a single module aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

**EXHAUST MODIFICATION**
The exhaust pipe will be brought out from under the body at a 90 degree angle from the truck. The tail pipe will extend a minimum of 2.00" past the body, adaptable for the Plymovent system. The diameter of the diffuser will be 6.00". There will be a clearance of 4.00" completely around the pipe once past the side of the body. A stop will be provided on the tail pipe that will prevent the nozzle from sliding too far on.
RADIATOR
The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be mode of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES
Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK
A 50 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of aluminum. It will be unfinished It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps. (no exception).

A .75" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and be covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only".
A .50” diameter vent will be provided running from top of tank to just below fuel fill inlet.

The tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

**DIESEL EXHAUST FLUID TANK**

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body rearward of the rear axle.

A 0.50” drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located adjacent to the air bottle storage behind a common door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

**FUEL COOLER**

An air to fuel cooler will be installed in the engine fuel return line.

**TRANSMISSION**

An Allison 5th generation, model EVS 3000PR, electronic torque converting automatic transmission with retarder will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear.

A transmission temperature gauge with red light and audible alarm will be installed on the cab instrument panel.

The transmission retarder control will be activated 33 percent by release of the accelerator pedal or 66 percent by slight application of the brake pedal, or 100 percent by heavy application of brake pedal. A second on/off switch is provided to activate and deactivate the auto apply portion.

The transmission will have the 1600 ft. lb. torque (high) spring setting for retardation force.

The transmission retarder will have a master "on/off" switch on the instrument panel. Also, a red indicator light will be provided to warn that transmission is being overworked.

The retarder will be wired to the brake lights so they are energized when the retarder is slowing the vehicle down.
The ABS system will automatically disengage the auxiliary braking device when required.

**TRANSMISSION SHIFTER**

A five (5)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

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**TRANSMISSION COOLER**

An externally mounted Modine bar plate transmission oil cooler will be provided using engine coolant to control the transmission oil temperature. The internal bar plates will be constructed of stainless steel. The cooler’s housing will be constructed of 1020 steel, coated to protect from corrosion. The cooler will be tagged with information including OEM part number, vendor serial number and date / lot code.

An externally mounted Modine bar plate transmission oil cooler will be provided using engine coolant to control the transmission retarder oil temperature. The internal bar plates will be constructed of stainless steel. The cooler’s housing will be constructed of 1020 steel, coated to protect from corrosion. The cooler will be tagged with information including OEM part number, vendor serial number and date / lot code.

**TRANSMISSION PROGRAMMING**

The transmission will be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.

**DRIVELINE**

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1710 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

**STEERING**

Dual steering gear, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Vickers® V20NF hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.
A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

**STEERING WHEEL**
The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design.

There will be a switch pod provided on each side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. Each switch pod will contain four (4) switches. The following switches will be provided:

- Air horn
- Emergency lighting
- Area lighting
- Front dome light
- Rear dome light
- Q2B siren activate
- Q2B siren brake
- Wiper mist
- Full floating horn pad

**LOGO AND CUSTOMER DESIGNATION ON DASH**
The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Evanston

The second row of text will be: Fire

The third row of text will be: Department

**AUTOMATIC CHASSIS LUBRICATION**
A Vogel Automatic Lubrication System will be provided. The lubrication will be supplied while the vehicle ignition switch is active to allow a uniform application of grease to the locations listed. The electronic control unit that forms part of the system will activate the pump after an adjustable interval time. The unit will control and monitor pump operation and report any faults via an indicator light on the dashboard of the driver's cab.

The lubrication system reservoir, which requires a 15.00" wide x 14.50" high x 6.25" deep mounting area, will be located TBD on the apparatus.
- Slack Adjusters
- Brake Cam Screws
- Steering Assist Cylinder (if applicable)
- Tie Rods
- Drag Link
- King Pins
- Spring Pins
- Shackle Pins
- Walking Beam Pins (Tandem axle, if applicable)

**BUMPER**
A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 16.00" from front face of cab.

Documentation will be provided, upon request to show that the options selected have been engineered for fit-up and approval for this modular bumper extension. A chart will be provided to indicate the option locations and will include, but not be limited to the following options: air horns, mechanical sirens, speakers, hose trays (with hose capacities), winches, lights, discharge, and suction connections.

**GRAVEL PAN**
A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

**TOW HOOKS**
Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.

**SIGHT RODS**
Two (2) Bores, model 848-211, lighted sight rods will be mounted to the outside corners of the front bumper extension. The rods will be chrome plated. The lights will be connected to the marker lights, plus to it's respective side directional.

**BUMPER HOSE RESTRAINT**
There will be three (3) hose tray(s) located in the driver's side, passenger's side, and center. The tray(s) will have a pair of 2.00" wide black nylon straps with seat belt buckle fasteners provided. The strap(s) will be used to secure the hose in the tray.
**CAB**

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions.

The crew cab floor will measure 60.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 76.00" to the rear wall. The big block engine tunnel will measure 66.00" to the rear wall.
The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

**CAB ROOF DRIP RAIL**
For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

**INTERIOR CAB INSULATION**
The cab will include 1.00” insulation in the ceiling, 1.50” insulation in the side walls, and 2.00” insulation in the rear wall to maximize acoustic absorption and thermal insulation.

**FENDER LINERS**
Full circular inner fender liners in the wheel wells will be provided.

**PANORAMIC WINDSHIELD**
A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

**WINDSHIELD WIPERS**
Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

**ENGINE TUNNEL**
Engine hood side walls will be constructed of 0.375” aluminum. The top will be constructed of 0.125” aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel will be no higher than 17.00” off the crew cab floor.

**CAB REAR WALL EXTERIOR COVERING**
The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate that covers the entire rear wall.
CAB LIFT
A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock
The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE
A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

DOOR JAMB SCUFFPLATES
All cab door jambs will be furnished with a polished stainless steel scuffplate, mounted on the striker side of the jamb.

SIDE OF CAB MOLDING
Chrome molding will be provided on both sides of cab.

MIRRORS
A Retrac, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS
To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed
in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

**DOOR PANELS**
The inner cab door panels will be constructed out of brushed stainless steel.

**MANUAL CAB DOOR WINDOWS**
All cab entry doors will contain a conventional roll down window.

**CAB STEPS**
The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.
CAB EXTERIOR HANDRAILS
A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

STEP LIGHTS
There shall be six (6) white LED step lights installed for cab and crew cab access steps.

- One (1) light for the driver's access steps.
- Two (2) lights for the driver's side crew cab access steps.
- Two (2) lights for the passenger's side crew cab access steps.
- One (1) light for the passenger's side access step.

In order to ensure exceptional illumination, each light shall provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights shall be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS
Rubber fender crowns will be provided around the cab wheel openings.

Crows will be black.

HANDRAILS BELOW CAB WINDSHIELD
A 10.00" long x 1.25" diameter handrail will be mounted below the front cab windshield, one (1) on each side. The handrails will be extruded aluminum with a ribbed design to provide a positive gripping surface.

CREW CAB WINDOWS
One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the crew cab door. The windows will measure 24.00" wide x 23.75" high.

STORAGE COMPARTMENTS
Provided at the forward facing crew cab positions will be a full height x full width EMS compartment. There will be one (1) exterior door on each side of the cab and one (1) roll-up door, centered on the inside of the crew cab.

The passenger side compartment will be divided into upper and lower sections by the cab floor. The upper section will be approximately 28.00" wide x 68.25" deep. The compartment will be approximately 54.00" high. The lower section will be 28.00" wide x 24.00" high x 15.00" deep. The passenger side compartment will have access from the interior as well as the exterior.
There will be one (1) interior one (1) Amdor roll up door, locking with anodized finish, located in the center of the cab. This door opening will start 5.00" off the cab floor, to allow for room of the compartment door lift bar. The clear door opening will be approximately 39.00" wide x 41.00" high.

The driver side compartment will be full height from top to bottom with no separation by the cab floor. The compartment will be approximately 28.00" wide x 78.00" high x 15.00" deep for the first 24.00" of height and 24.50" deep for the remaining 54.00". The driver side compartment will only have access from the exterior of the cab.

An upper storage area will be provided to complete the height of the passenger and driver side compartments to the cab ceiling. The storage compartments will be approximately 8.00" high and bolted to the top of the outboard compartments. A drop down door with a lever latch will be provided. Wire raceway covers will be provided along the back and side wall for ease of running harnessing through the cab.

The compartments will be made of aluminum and painted on the exterior to match the cab interior. The compartment interior will be painted spatter gray.

The exterior doors will be two (2) Amdor rollup doors painted to match the primary color of the cab exterior, locking with #751 key, one (1) on each side of the cab.

The mounting provision for the handrails will be located inside the cab on the EMS compartments.

**Compartment Light**
There will be eight (8) white Amdor LED strip lights, one (1) each side of lower and upper exterior compartment door opening. The lights will be controlled by an automatic door switch.

**CUP HOLDER**
There will be four (4) cup holder(s) provided. Each cup holder will have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder will allow it to hold beverage containers with handles.

The cup holder(s) will be located at customer pick-up.

**MOUNTING PLATE ON ENGINE TUNNEL**
Equipment installation provisions will be installed on the engine tunnel.

A 0.188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.50" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

**CAB INTERIOR**
The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.
The officer side dash will be a flat faced design to provide easy maintenance and will be constructed out of painted aluminum.

The instrument cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument cluster.

The engine tunnel will be padded and covered, on the top and sides, with black 46 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

**CAB INTERIOR UPHOLSTERY**
The cab interior upholstery will be dark silver gray.

**CAB INTERIOR PAINT**
The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

**CAB FLOOR**
The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25” thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

**CAB DEFROSTER**
To provide maximum defrost and heating performance, a 43,500 BTU heater-defroster unit with 350 CFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the vacuum formed instrument panel. For easy access, a removable vacuum formed cover will be installed over the defroster unit. The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of
frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

**CAB/CREW CAB HEATER**
Two (2) 44,180 BTU auxiliary heaters with 276 CFM (each unit) of air flow will be provided inside the crew cab, one (1) in each outboard rear-facing seat riser. The heaters will include high performance dual scroll blowers, one (1) for each unit. Outlets for the heaters will be located below each rear facing seat riser and below the fronts of the driver and passenger seats, for efficient airflow. An extruded aluminum plenum will be incorporated in the cab structure that will transfer heat to the forward cab seating positions.

The heater/defroster and crew cab heaters will be controlled by a single integral electronic control panel. The heater control panel will allow the driver to control heat flow to the front and rear simultaneously. The control panel will include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel will include highly visible, progressive LED indicators for both fan speed and temperature.

**AIR CONDITIONING**
A high performance, customized air conditioning system will be furnished inside the cab and crew cab.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit within 30 minutes at 50 percent relative humidity. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

A radiator mounted condenser with a 59,644 BTU output that meets and exceed the performance specification will be installed.

One (1) evaporator unit will be installed in the center roof with two (2) cores, one (1) for the cab and one (1) for the crew cab. The evaporator unit will have an adequate BTU rating to meet the performance specifications.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Four (4) will be directed towards the driver's location
- Four (4) will be directed towards the officer's location
- Seven (7) will be directed towards the crew cab area

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

The air conditioner will be controlled by a single electronic control panel. For ease of operation, the control panel will include variable adjustment for temperature and fan control and be conveniently located on the dash in clear view of the driver.
**Gravity Drain Tubes**
Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

**SUN VISORS**
Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

**GRAB HANDLES**
A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

**ENGINE COMPARTMENT LIGHTS**
There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGE, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

**ACCESS TO ENGINE DIPSTICKS**
For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

**VELCRO STRAP(S) FOR MAP BOX**
There will be one (1) Velcro® strap(s) installed at final inspection.

**MAP BOX**
There will be one (1) map box(es) with three (3) bins, open at top. The map box(es) will be installed at final inspection. The map box(es) will be divided into three (3) bins, each being 12.50" wide x 3.00" high x 12.00" deep. Each bin will slant 30 degrees from horizontal. The map box(es) will be constructed of 0.125" aluminum and will be painted to match the cab interior.

**CAB SAFETY SYSTEM**
The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical
subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.

- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle’s instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

FRONTAL IMPACT PROTECTION

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspension components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, waveform, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SIDE ROLL PROTECTION

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle’s angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
• Suspension seats will be retracted to the lowest travel position
• Seat belts will be pre-tensioned to firmly hold the occupant in place

**SEATING CAPACITY**
The seating capacity in the cab will be four (4).

**DRIVER SEAT**
A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

• Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
• A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

**OFFICER SEAT**
A seat will be provided in the cab for the passenger. The seat design will be a cam action type with air suspension. The seat back will be a high back style with 9 degree fixed recline angle and side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

• Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
• A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

**REAR FACING DRIVER SIDE OUTBOARD SEAT**
There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders.
Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

**REAR FACING PASSENGER SIDE OUTBOARD SEAT**

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00” deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00” increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

**SHELVING**

There will be two (2) shelves provided. Each shelf will be constructed of 0.090” aluminum with a 1.25” up-turned lip. Shelving will be infinitely adjustable by means of a threaded tighten sliding in a track.

The location will be one (1) shelf in the driver side forward facing EMS cabinet and one (1) shelf in the passenger side forward facing EMS cabinet.

**SEAT UPHOLSTERY**

All seat upholstery will be 46 ounce leather grain black vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.

**AIR BOTTLE HOLDERS**

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of two (2) SCBA brackets.
SEAT BELTS
All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that shall provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that shall activate an alarm indicating a seat is occupied but not buckled.

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT
NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

CAB DOME LIGHTS
There will be three (3) Amdor part number AY-9280-** LED strip lights with red and white LEDs provided per the following:

- one (1) set of lights as wide as practical will be mounted in the cab on the ceiling behind the seating positions.
- one (1) set of lights as wide as practical will be installed in the crew cab on the ceiling forward of any seating positions.
- one (1) set of lights as wide as practical will be installed in the crew cab on the ceiling rearward of any seating positions.

The white LEDs will be controlled by the door switches.

The red LEDs will be controlled by a switch located within reach of the driver.

CAB SPOTLIGHTS
There will be two (2) Unity, Model 335CL, white 12 volt DC LED spotlights with chrome housing provided on each side of the cab.

These lights may be load managed when the parking brake is applied.

HAND HELD LIGHT
There will be four (4) Streamlight, Vulcan, Model #44315, hand lights provided with a vehicle mount with 12VDC direct wire charging rack and quick release buckle strap mounted At mid.
Each light housing will be orange in color.

**CAB INSTRUMENTATION**
The cab instrument panel will be a molded ABS panel and include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

**GAUGES**
The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- **Voltmeter gauge (volts):**
  - Low volts (11.8 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - High volts (15.5 VDC)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low volts (11.3 VDC)
    - Red warning indicator on the information center with steady alarm
    - Amber caution light on gauge assembly
  - Very high volts (16.0 VDC)
    - Red warning indicator on the information center with steady alarm
    - Amber caution light on gauge assembly

- **Engine Tachometer (RPM)**
- **Speedometer MPH (Major Scale), KM/H (Minor Scale)**
- **Fuel level gauge (Empty - Full in fractions):**
  - Low fuel (1/8 full)
    - Amber caution indicator on the information center with intermittent alarm
    - Amber caution light on gauge assembly
  - Very low fuel (1/32 full)
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly

- **Engine Oil pressure Gauge (PSI):**
  - Low oil pressure to activate engine warning lights and alarms
    - Red caution indicator on the information center with steady alarm
    - Amber caution light on gauge assembly

- **Front Air Pressure Gauges (PSI):**
  - Low air pressure to activate warning lights and alarm
    - Red warning indicator on the information center with steady alarm
    - Amber caution light on gauge assembly
• Rear Air Pressure Gauges (PSI):
  o Low air pressure to activate warning lights and alarm
    ▪ Red warning indicator on the information center with a steady alarm
    ▪ Amber caution light on gauge assembly
• Transmission Oil Temperature Gauge (Fahrenheit):
  o High transmission oil temperature activates warning lights and alarm
    ▪ Amber caution indicator on the information center with intermittent alarm
    ▪ Amber caution light on gauge assembly
• Engine Coolant Temperature Gauge (Fahrenheit):
  o High engine temperature activates an engine warning light and alarms
    ▪ Amber caution indicator on the information center with intermittent alarm
    ▪ Amber caution light on gauge assembly
• Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
  o Low fluid (1/8 full)
    ▪ Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

**INDICATOR LAMPS**
To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engin
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
• Seat belt
• Parking brake
• Stop engine
• Rack down

The following green telltale lamps will be provided:

• Left turn
• Right turn
• Battery on

The following blue telltale lamp will be provided:

• High beam

**ALARMS**
Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

**INDICATOR LAMP AND ALARM PROVE-OUT**
A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

**CONTROL SWITCHES**
For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.
Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle’s engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches will be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar will indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

CUSTOM SWITCH PANELS
The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.
DIAGNOSTIC PANEL
A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blinking codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

CAB LCD DISPLAY
A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR
A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm shall be provided.

- Officer Speedometer, A Class I digital display speedometer will be provided on the officer side overhead position.

"DO NOT MOVE APPARATUS" INDICATOR
A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."
The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

**DO NOT MOVE TRUCK MESSAGES**
Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

**SWITCH PANELS**
The built-in switch panels will be located in the lower console or overhead console of the cab.

The switches will be rocker-type and include an integral indicator light. For quick, visual indication the switch will be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed below the switches. The label will allow light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

**WIPER CONTROL**
Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls.
SPARE CIRCUIT
There will be three (3) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area and one up high in officer panel
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT
There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

The positive wire will be connected directly to the battery power.

The negative wire will be connected to ground.

Wires will be protected to 20 amps at 12 volts DC.

Power and ground will terminate EMS.

Termination will be with a 10-place bus bar with screws and removable cover.

Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT
There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the ignition switched power
- The negative wire will be connected to ground
- Wires will be protected to 20 amps at 12 volts DC
- Power and ground will terminate in EMS compartment(s) and in the center console
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT
There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.
The above wires will have the following features:

The positive wire will be connected directly to the battery switched power.

The negative wire will be connected to ground.

Wires will be protected to 20 amps at 12 volts DC.

Power and ground will terminate one in the forward dash near the officer and one in the rear by the rear facing EMS compt.

Termination will be with water resistant male and female plugs.

Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is set.

**INFORMATION CENTER**

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

**GENERAL SCREEN DESIGN**

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to
indicate the severity of the “warning” message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.

- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

**HOME/TRANSIT SCREEN**
This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

**ON SCENE SCREEN**
This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

**VIRTUAL BUTTONS**
There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

**PAGE SCREEN**
The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
  - Faults
    - Listed by order of occurrence
- Allows to sort by system
  - Interlock
    - Throttle Interlocks
    - Pump Interlocks (if equipped)
    - Aerial Interlocks (if equipped)
    - PTO Interlocks (if equipped)
  - Load Manager
    - A list of items to be load managed will be provided. The list will provide a description of the load.
    - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
    - The screen will indicate if a load has been shed (disabled) or not shed.
    - "At a glance" color features are utilized on this screen.
  - Systems
    - Command Zone
      - Module type and ID number
      - Module Version
      - Input or output number
      - Circuit number connected to that input or output
      - Status of the input or output
      - Power and Constant Current module diagnostic information
    - Foam (if equipped)
    - Pressure Controller (if equipped)
    - Generator Frequency (if equipped)
  - Live Data
    - General Truck Data
    - Maintenance
      - Engine oil and filter
      - Transmission oil and filter
      - Pump oil (if equipped)
      - Foam (if equipped)
      - Aerial (if equipped)
    - Setup
      - Clock Setup
      - Date & Time
        - 12 or 24 hour format
        - Set time and date
      - Backlight
        - Daytime
        - Night time
        - Sensitivity
      - Unit Selection
      - Home Screen
      - Virtual Button Setup
• On Scene Screen Setup
  • Configure Video Mode
    ▪ Set Video Contrast
    ▪ Set Video Color
    ▪ Set Video Tint

  • Do Not Move
    ▪ The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
      ▪ Driver Side Cab Door
      ▪ Passenger's Side Cab Door
      ▪ Driver Side Crew Cab Door
      ▪ Passenger's Side Crew Cab Door
      ▪ Driver Side Body Doors
      ▪ Passenger's Side Body Doors
      ▪ Rear Body Door(s)
      ▪ Ladder Rack (if applicable)
      ▪ Deck Gun (if applicable)
      ▪ Light Tower (if applicable)
      ▪ Hatch Door (if applicable)
      ▪ Stabilizers (if applicable)
      ▪ Steps (if applicable)

• Notifications
  • View Active Alarms
    ▪ Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
    ▪ Silence Alarms - All alarms are silenced

• Timer Screen
• HVAC (if equipped)
• Tire Information (if equipped)
• Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

**VEHICLE DATA RECORDER**
There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:


- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

**Seat Belt Monitoring System**
A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
  - and there is any occupant seated but not buckled or any belt buckled with an occupant.
  - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

**INTERCOM SYSTEM**
There will be digital, single radio interface, intercom located drive officer in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

Headset jacks will be provided for the driver, officer, and two (2) crew positions located at both rear facing seats.

The following Firecom components will be provided:

- One (1) 5100D Intercom
- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

**RADIO INTERFACE NOT REQUIRED**
The apparatus manufacturer will not provide a radio/intercom interface.

**UNDER THE HELMET HEADSET, RADIO TRANSMIT**
There will be one (1) Firecom™, Model UH-51, under helmet, radio transmit headset(s) provided driver's side inboard rear facing seat.

Each headset will feature:
- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom rotates for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Radio Push To Transmit button. Mic is always live for intercom communication

**UNDER THE HELMET HEADSET, INTERCOM ONLY**
There will be two (2) Firecom™, Model UH-52, under helmet, intercom only headset(s) provided driver's seat and officer seat.

Each headset will feature:
- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Intercom Push To Talk button

**HEADSET HANGERS**
There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard rear facing seat and rear, center, forward facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

**BRACKET, JOHNNY RAY**
A Johnny Ray, Model JR-207, radio swivel bracket rated for 14 lbs. will be provided and installed dog house.

**TWO WAY RADIO SPEAKER INSTALLATION**
There will be one (1) customer supplied two way radio speakers sent to the apparatus manufacturers preferred third party installer to be installed middle of cab from ceiling.

Specific shipping requirements will be followed.
BRACKET ONLY INSTALLATION
There shall be one (1) customer supplied Thermal Imaging camera charging bracket(s) sent to the apparatus manufacturers preferred installer to be installed TBD.

Specific shipping requirements will be followed.

PORTABLE RADIO CHARGER INSTALLATION
There will be four (4) customer supplied portable two-way radio chargers(s) sent to the apparatus manufacturers preferred radio installer to be installed dog house. Specific shipping requirements will be followed.

RADIO ANTENNA MOUNT
There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the overhead switch area. A weatherproof cap will be installed on the mount.

RADIO ANTENNA MOUNT
There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed L3 on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the radio box. A weatherproof cap will be installed on the mount.

VEHICLE CAMERA SYSTEM
There will be a FRC/Seon 360 degree surround view four (4) camera system provided.

The camera images will be displayed on the driver's vehicle information center display.

The camera image will be a split screen:

The left side of the screen will always show the 360-degree view

The right side of the screen will show:

- The rear camera when the transmission is in reverse
- The right side camera when the right turn signal is active
- The left side camera when the left turn signal is active
- the forward camera with no triggers active.

A switch will be installed best location that will activate the camera image on the driver's vehicle information center display when no triggers are present.

System calibration will be provided by an FRC/Seon third party vendor.

The following components will be included:

- One (1) SNB100-B00 kit
- One (1) XE-SNB0600678-C0A HARNESS BNC-MICFIT 2X3M
VEHICLE CAMERA GUARD
There will be one (1) aluminum treadplate guard(s) fastened over the vehicle camera(s) located centered, beneath the hose bed, at the rear body area.

ELECTRICAL POWER CONTROL SYSTEM
The primary power distribution will be located forward of the officer’s seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle’s electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

SOLID-STATE CONTROL SYSTEM
A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle’s configuration

Evanston FD
- Factory and field re programmable to accommodate changes to the vehicle’s operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g
- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
- Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

**CIRCUIT PROTECTION AND CONTROL DIAGRAM**
Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

**ON-BOARD ELECTRICAL SYSTEM DIAGNOSTICS**
Advanced on-board diagnostic messages will be provided to support rapid troubleshooting of the electrical power and control system. The diagnostic messages will be displayed on the information center located at the driver's position.

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

**PROGNOSTICS**
A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

- Engine oil and filter
- Transmission oil and filter
• Pump oil (if equipped)
• Foam oil (if equipped)
• Aerial oil and filter (if equipped)

**ADVANCED DIAGNOSTICS**
An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

**TECH MODULE WITH WIFI**
An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

**INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM**
A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

**VOLTAGE MONITOR SYSTEM**
A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle’s electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

**POWER AND GROUND STUDS**
Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

• One (1) 12-volt DC, 30 amp battery direct spare
• One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

ENHANCED SOFTWARE
The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

EMI/RFI PROTECTION
To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter requirements.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL
All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.
Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

**BATTERY SYSTEM**

There will be four (4) 12 volt Exide®, Model 31S950X3W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.
The inside of each battery will consist of a “maintenance free” grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

**BATTERY SYSTEM**
There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

**MASTER BATTERY SWITCH**
There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

**BATTERY COMPARTMENTS**
Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

**JUMPER STUDS**
One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

**BATTERY CHARGER**
There will be an IOTA™, Model DSL 75, battery charger with IQ4, controller provided.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

There will be a Kussmaul™, Model #091-94-12, remote indicator included.

The battery charger will be located in the left body compartment mounted on the left wall as high as possible.

The battery charger indicator will be located on the driver’s seat riser.

**KUSSMAUL AUTO EJECT FOR SHORELINE**
There will be one (1) Kussmaul Model 091-159-30-120, 30 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle’s starter to eject the AC connector when the engine is starting.
The shoreline will be connected to battery charger & shoreline receptacles.

A mating connector body will be supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

**ALTERNATOR**

A Leece-Neville, Model BLP4004H, alternator will be provided. It will have a rated output current of 350 amp as measured by SAE method J56. The alternator will feature an integral, self diagnostic regulator and rectifier. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

**ELECTRONIC LOAD MANAGER**

An electronic load management (ELM) system will be provided that monitors the vehicle's 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
  - If enabled:
    - "Load Man Hi-Idle On" will display on the information center.
    - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
SEQUENCER
A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle’s solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS
There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module
- the headlight to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

DIRECTIONAL LIGHTS
There will be two (2) Whelen 600 series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be clear.
INTERMEDIATE LIGHT
There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

CAB CLEARANCE/MARKER/ID LIGHTS
There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS
There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING
There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
To be visible from the side
All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

**REAR FMVSS LIGHTING**
The rear stop/tail and directional LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/tail lights
- Two (2) Whelen, Model M6T, amber LED arrow turn lights

The lights shall be provided with clear lenses.

The lights will be mounted in a polished combination housing.

There will be two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

**LICENSE PLATE BRACKET**
There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A polished stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

**LIGHTING BEZEL**
There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

**BACK-UP ALARM**
A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

**PERIMETER SCENE LIGHTS, CAB**
There will be a Whelen, Model: 20C0CDCR, 4.00” white 12 volt DC LED light with grommet mount provided for each cab door. Lighting will be designed to provide illumination on areas under the driver, officer, and crew cab riding area exits, which will be activated automatically when the exit doors are opened and by the same means as the body perimeter lights.

The lighting will be capable of providing illumination at a minimum level of two (2) foot-candles on ground areas within 30.00" of the edge of the apparatus in areas which personnel climb in or out of the apparatus or descend from the apparatus to the ground level.
PUMP HOUSE PERIMETER LIGHTS
There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00” LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00” light, a 12.00” version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS
There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00” long, white LED’s, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

STEP LIGHTS
Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00” x 15.00” square placed 10.00” below the light and a minimum of 1.5 fc covering an entire 30.00” x 30.00” square at the same 10.00” distance below the light.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

WALKING SURFACE LIGHT
There will be Model FRP, 4” round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

12 VOLT LIGHTING
There will be a HiViz Model FT-B-X-72-*-*-, 2.56” high x 72.00” long x 3.31” deep 21,251.57 effective lumens 12 volt DC LED light provided on the front cab roof as far forward as practical. The light will include white scene LEDs. The white LEDs will be configured with a combination of flood and spot optics.

The painted parts of the light housing and brackets to be white.

The scene LEDs will be activated by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

The white LEDs may be load managed when the parking brake is applied.

12 VOLT DC SCENE LIGHTS
There will be one (1) Whelen® Model P*H1*, 8,875 lumens 12 volt DC powered lights with white LEDs and flood optics installed on the apparatus located, DS cab between doors.
The light(s) to be installed in a 15 degree vertical recessed bracket.

The painted parts of this light assembly to be red number 106.

The lights will be activated by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT DC SCENE LIGHTS
There will be one (1) Whelen® Model P*H1*, 8,875 lumens 12 volt DC powered lights with white LEDs and flood optics installed on the apparatus located, PS cab between doors.

The light(s) to be installed in a 15 degree vertical recessed bracket.

The painted parts of this light assembly to be red number 106.

The lights will be activated by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING
There will be one (1) Whelen® Model P*H1*, 8,875 lumens 12 volt DC LED light(s) with a combination of flood and spot optics installed on the apparatus located, rear of body best location.

The painted parts of this light assembly to be white.

The light(s) to be installed in a 0 degree vertical recessed bracket.

The lights will be controlled by a switch at the driver's side switch panel, by a switch at the driver's side pump panel, by a switch at the passenger's side switch panel and by a switch in a recessed cup located at the driver's side rear bulkhead.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING
There will one (1) HiViz Model FT-B-65-* , 18,849.6 effective lumens 2.06" high x 65.23" long x 2.45" deep 12 volt DC light(s) with white LEDs and a combination of spot, and flood optics installed on the apparatus located, PS middle of body up high.

The painted parts of the light housing and brackets to be white.

The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.
12 VOLT LIGHTING
There will be one (1) HiViz Model FT-B-65-*, 18,849.6 effective lumens 2.06" high x 65.23" long x 2.45" deep 12 volt DC light(s) with white LEDs and a combination of spot, and flood optics installed on the apparatus located, DS on the body up high middle.

The painted parts of the light housing and brackets to be white.

The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

HOSE BED LIGHTS
There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in NFPA 1901 for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

SPECIAL WATER TANK
Booster tank will have a capacity of 500 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

The Special tank will be T-shaped to provide for deep side compartments and to serve as a large sump to limit the amount of undraftable water.

The tank will be designed to achieve a low hose bed. Tank design will be a stepped design with the forward section of the tank higher than the section of the tank that is below the hose bed.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.
Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00” polypropylene dowels spaced no more than 30.00” apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50” diameter, 13.00” deep) to accommodate lifting eyes.

A sump that is a minimum of 8.00” long x 8.00” wide x 6.00” deep will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will have a combination vent and 14.00” fill tower.

Tank will be installed in a special size fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel flat bar or rectangular tubing.

Tank will “float” in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50” thick x 3.00” wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system to be approved by the tank manufacturer.

Fill tower will be constructed of .50” polypropylene and will be a minimum of 8.00” wide x 14.00” long.

Fill tower will be furnished with a .25” thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00” schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

**SLEEVE, PLUMBING, THROUGH TANK**

Two (2) sleeves will be provided in the water tank for a 3.00” pipe and a 4.00” sleeve for a hydraulic generator line to the rear.

**WATER TANK RESTRAINT**

A heavy-duty water tank restraint will be provided.

**HOSE BED**

The hose bed will be fabricated of 0.125”-5052 aluminum with a nominal 38,000 psi tensile strength.

The hose bed will be as low as practical.

Upper and rear edges of side panels will have a double break for rigidity.

Any area of the outboard hose bed wall that extends past the end of the hose bed floor will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.
Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

A cross divider will be provided at the front of the hose bed before the tank transitions from the lower section to the upper section. The divider will run from the top of the side sheet down below the hose bed grating.

The hose bed floor will be Accommodate 700’ of 5” LDH •Accommodate 500’ of 2 & ½” wyed to 100’ of 1 & 3/4” •Accommodate 500’ of 2 & ½” blitz line •Accommodate 200’ of 2” high rise load •Accommodate 200’ of 2 & ½” standpipe load” from the ground when the truck is fully loaded.

Hose bed will accommodate •Accommodate 700’ of 5” LDH •Accommodate 500’ of 2 & ½” wyed to 100’ of 1 & 3/4” •Accommodate 500’ of 2 & ½” blitz line •Accommodate 200’ of 2” high rise load •Accommodate 200’ of 2 & ½” standpipe load.

**HOSE BED DIVIDER**

Two (2) adjustable hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50” diameter radiused extrusion along the top, bottom, and rear edge.

An oval opening will be provided near the rear of the divider to be used as a hand hold and aid in accessing the hose bed.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

**BACKBOARD COMPARTMENT**

One (1) backboard compartment will be fabricated of bright aluminum treadplate and mounted to the underside of the bright aluminum treadplate hose bed cover, on the passenger's side. Compartment(s) size will be TBD and will have a bright aluminum treadplate drop-down door at the rear.

**STORAGE HOSE BELOW MAIN HOSEBED**

An additional hose storage area will be provided below the main hosebed on the left and right. The additional storage area will be designed to store poly hose trays. Hose bed grating will be installed above this storage area.

The size of the hose storage compartment will be three storage compt. under hose bed.

**HOSE BED ACCESS DOOR/S**

There will be one (1) aluminum treadplate door/s, within the hosebed cover behind the hose bed to cover the dunage area. Each door will have a pneumatic stay arm.
HOSEBED HOSE RESTRAINT
A black hosebed cover will be furnished with bungee cord and hook fasteners at the front and bungee cord and hook fasteners on the sides. There will be seat belt buckle fasteners at the bottom of the rear body sheet below the hosebed. The flap at the rear will be lead shot weighted.

RUNNING BOARDS
Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced .50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

TAILBOARD
The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 16.00" deep.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL
The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

TOW BAR
A tow bar will be installed under the tailboard at center of truck.

Tow bar will be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly will be constructed of .38" structural angle. When force is applied to the bar, it will be transmitted to the frame rail.

Tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design will have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

HOSE TRAY
One (1) hose tray will be recessed in the right side running board.

Capacity of the tray will be 100' of 1.75" hose.

Rubber matting will be installed on the floor of the tray to provide proper ventilation.
COMPARTMENTATION
Body and compartments will be fabricated of .125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again .75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM
Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

The support system will include .375" thick steel vertical angle supports bolted to the chassis frame rails with .625" diameter bolts.

Attached to the bottom of the steel vertical angles will be horizontal angles, with gussets welded to the vertical members, which extend to the outside edge of the body.

A steel frame will be mounted on the top of these supports to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.
The neoprene isolators will be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

**AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

**LOUVERS**

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

**TESTING OF BODY DESIGN**

Body structural analysis has been fully tested. Proven engineering and test techniques such as finite element analysis, stress coating and strain gauging have been performed with special attention given to fatigue, life and structural integrity of the cab, body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

**LEFT SIDE COMPARTMENTATION**

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 65.13" high x 25.75" deep. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 31.38" high x 25.75" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 66.13" high x 25.75" deep. The clear door opening will be a minimum of 44.75" wide x 57.88" high.
The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

**RIGHT SIDE COMPARTMENTATION**
The right side compartmentation will consist of two rollup door compartments.

A rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 32.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 22.88" high.

A rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 33.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 23.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

**SIDE COMPARTMENT ROLLUP DOOR(S)**
There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingressation.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.
Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 nylon.

Each rollup door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00”.

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

**REAR COMPARTMENTATION**

A roll-up door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00” wide x 33.63” high x 25.88” deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25” wide x 23.88” high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

**ROLLUP REAR COMPARTMENT DOOR**

There will be a rear rollup door. The door will be double faced aluminum construction, an anodized satin finish and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.
A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

**BODY MODIFICATION FROM STANDARD**
The following body modifications will be required for the installation of a single axle air ride suspension:

- Rear compartment will be 5.00" shorter in depth.
- Special water tank mounting required if applicable.

**COMPARTMENT LIGHTING**
There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

**MOUNTING TRACKS**
There will be seven (7) sets of tracks for mounting shelf(s) in LS1, LS2, LS3, RS1, RS2, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the compartment. The tracks will be painted to match the compartment interior.

**ADJUSTABLE SHELVES**
There will be seven (7) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be determined at a later date.

**SLIDE-OUT ADJUSTABLE HEIGHT TRAY**
There will be one (1) slide-out tray provided.
Each tray will have 2.00" high sides and a minimum capacity rating of 250 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The location(s) will be determined at a later date and in LS1 in the lower third

**SLIDE-OUT FLOOR MOUNTED TRAY**

There will be five (5) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, LS1, LS4, B1 and LS3.

**SWING OUT TOOLBOARD**

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 pounds.

The board will have positive lock in the stowed and extended position.
The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be spatter gray painted and installed LS2.

**CATWALK STORAGE BOX**
A storage box constructed of bright aluminum treadplate will be installed above the catwalk on the RS above the compt_below_zico_ladder_rack_side. A quantity of one (1) box(es) will be provided.

The exterior of the box will be 152.00" long x 14.00" wide x 12.00".

There will be two (2) drop down doors on the outboard side of the box held open with rubber covered chains. There will be a D-handle latch provided on each door.

**PARTITION, TRANSVERSE REAR COMPARTMENT**
Two (2) partitions will be bolted in place to separate left and right side rear compartments from the rear tailboard compartment.

**ALUMINUM PEGBOARD**
Two (2) horizontally installed tracks, with 0.19" aluminum pegboard will be installed on the back wall of six (6) compartments. The holes will be .203" diameter, punched 1.00" on center. The pegboard will be spatter gray painted. The pegboard(s) will be located in LS1, LS2, LS3, RS1, RS2 and RS3.

Retainers will be used to mount the pegboard to the tracks.

**RUB RAIL**
Bottom edge of the side and rear of the body compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

**BODY FENDER CROWNS**
Black rubber fender crowns will be provided around the rear wheel openings.

**BODY FENDER LINER**
A painted fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

**HARD SUCTION HOSE**
Hard suction hose will not be required.

**HANDRAILS**
The handrails will be 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.
Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

**HANDRAILS**
One (1) vertical handrail, not less than 29.00” long, will be located on each rear beavertail.

- One (1) full width horizontal handrail will be provided below the hose bed at the rear of the apparatus.

- Two (2) handrails will be provided and mounted on EMS Rear facing at mid construction.

**EXTINGUISHER STORAGE**
A quantity of three (3) extinguisher compartments will be provided on the left side forward of the rear wheels, on the right side forward of the rear wheels and on the right side rearward of the rear wheels. The extinguisher compartment will be in the form of a 9.00” square tube and of adequate depth to accommodate different size extinguishers. A polished stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the extinguisher. A dielectric barrier will be provided between the door hinge, hinge fasteners, and the body sheet metal.

Inside the compartment, black rubber matting will be provided. There will also be a drain hole for each compartment.

**EXTENSION LADDER**
There will be a 24’ two-section aluminum Duo-Safety Series 900-A extension ladder provided.

**ROOF LADDER**
There will be a 14’ aluminum, Alco-Lite, Series PRL-14 roof ladder provided.

**LADDER RACK**
Ground ladders will be mounted above right side of body compartments in a Zico Quic-Lift electric ladder lowering system. The ladder rack mounts will be powered by two (2), 12-volt electric actuators.

The electric controls will be located in such a manner to allow the operator full view of the area in which the ladders will be lowered.

The electric actuator control will have a master switch and be interlocked to prevent operation should a compartment door, in the travel area of the ladder bracket, be in the open position.

**LADDER RACK INTERLOCK AND NOT STOWED INDICATOR LIGHT**
An interlock will be provided to prevent operation of the ladder rack unless the apparatus parking brake has been activated.
A steady red indicator light will be located on the cab instrument panel and illuminated when the ladder rack is not in the stowed position. The light will be labeled "Ladder Rack". In addition, the "Do Not Move Apparatus" light located in the cab will be activated when the ladder rack is not in the stowed position.

**LIGHTS, FLASHING, LADDER RACK**

Flashing amber lights facing the front and rear will be provided on the ladder rack and activated whenever the rack is in the down position.

**FOLDING LADDER**

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed in a U-shaped trough inside the ladder storage compartment.

**8' PIKE POLE**

There will be one (1) Fire Hooks Unlimited APH-8, 8' pike pole(s) with fiberglass handles and gas shut off end provided on lader rack.

**PIKE POLE, 6’**

There will be one (1) Fire Hooks Unlimited MPH-6, 6' pike pole(s) with fiberglass handles provided and located ladder rack.

**PIKE POLE STORAGE**

Aluminum tubing will be used for the storage of two (2) pike poles and will be located in ladder storage compartment. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

**BELL**

A chrome plated, 12.00" bronze cast bell, complete with an eagle, will be mounted on the passenger side radiused corner of cab face. The cab will be properly reinforced to support the weight of the bell. A rope pull, for the bell, will be installed inside the cab.

**REAR FOLDING STEPS**

Bright finished, non-skid folding steps with a black coating will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

Four (4) additional folding steps, Eberhard, will be located two steps each side front body bulkhead.

There will be one (1) bright aluminum treadplate cover/step/s provided and installed DS Cargo Area within the cargo area over the pump. The step will be reinforced for walking.

**PUMP**

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:
- 100% of rated capacity at 150 psi net pump pressure.

- 70% of rated capacity at 200 psi net pump pressure.

- 50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

**PUMP PACKING**

Stuffing boxes will be of the conventional two (2) piece, split-gland type, to permit adjustment or replacement of Grafoil packing without disturbing the pump. Water will be fed into stuffing box lantern rings for proper lubrication and cooling when the pump is operating.

Lantern rings will be located at the inner ends of the stuffing boxes, to avoid having to remove them when replacing pump packing.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

**PUMP TRANSMISSION**

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.
**PUMPING MODE**
An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

**AIR PUMP SHIFT**
Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located to the left side of the steering column in the lower cab instrument panel. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump”.

Another green indicator light will be installed adjacent to the hand throttle on the pump panel and indicate either the pump is engaged and the road transmission is in pump gear, or the road transmission is in neutral and the pump is not engaged. This indicator light will be labeled "Warning: Do not open throttle unless light is on".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

**TRANSMISSION LOCK-UP**
The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

**AUXILIARY COOLING SYSTEM**
A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be cylindrical type and will be a separate unit. The heat exchanger will be installed in the pump or engine compartment with the control located on the pump operator's control panel. Exchanger will be plumbed to the master drain valve.

**INTAKE RELIEF VALVE - PUMP**
An Elkhart Style 40 relief valve will be installed on the suction side of the pump preset at 125 psig.

The relief valve will have a working range of 75 psig to 250 psig.
The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind an access door at the right side pump panel.

**PRESSURE CONTROLLER**
A Pierce Pump Boss Model PBA300 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

**PRIMING PUMP**
The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

**AIR BLOWOUT VALVE**
A blowout will be furnished to blow out any remaining water from the pump or individual discharge lines.

Blowout will be piped from the wet tank of the brake system to the main body of the pump, and will be controlled at the pump operator's panel.

**THERMAL RELIEF VALVE**
A Hale TRV120-L thermal protection device will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 120 Degrees F (49 C).

The thermal protection device will include a red warning light and audible alarm. The warning light with a test switch will be mounted on the pump operator panel.

The discharge line will be 3/8 inch diameter tubing plumbed to ground near pump operator's panel.

**PUMP MANUALS**
There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

**PLUMBING, STAINLESS STEEL AND HOSE**
All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.
Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

**MAIN PUMP INLETS**
A 6.00” pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

**MAIN PUMP INLET CAP**
The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**VALVES**
All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a ten (10) year warranty.

**RIGHT SIDE INLET**
There will be one (1) auxiliary inlet with a 2.50” valve at the right side pump panel, terminating with a 2.50” (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

Inlet valve location will be outside the pump panel.

**ANODE, INLET**
A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

**INLET CONTROL**
The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.
FRONT INLET
A 5.00" inlet front inlet that extends through the front bumper will be provided. It will be furnished with die cast zinc screens at the opening. The plumbing for the unit will be 5.00" welded black iron pipe and a 5.00" butterfly valve. Only radius elbows will be used in the piping, no mitered joints.

Drains will be furnished in all the low points of piping and have .75" valves with swing handle.

A bleeder valve will be located at the threaded connection.

The front inlet will be located on the right side of the bumper extension.

FRONT INLET CONTROL
The front inlet will be gated with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve or an indicator will be provided to show when the valve is closed.

There will be an electric valve controller provided. The control will be momentary to allow the valve to be gated for ease of operation. Indicator lights will be provided to show if the valve is open or closed.

INTAKE RELIEF VALVE
An intake relief valve, preset at 125 psig will be installed on the inlet side of the valve.

Relief valve will have a working range of 75 psig to 250 psig.

Outlet will terminate below the frame rails.

FRONT INLET CAP
The front inlet will have National Standard hose threads with a long handle cap.

The cap will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

The cap will be fabricated from brass material.

FRONT INLET PIPING
The piping for the front inlet will extend thru the front bumper and terminate with a chrome plated National Standard hose thread adapter, so that the adapter threads protrude just far enough to allow a hose coupling to be installed.

INLET BLEEDER VALVE
A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP
The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to
pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

**TANK REFILL**

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

**LEFT SIDE DISCHARGE OUTLETS**

There will be one (1) discharge outlet with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

**RIGHT SIDE DISCHARGE OUTLETS**

There will be two (2) discharge outlets with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

There will be two (2) discharge outlets with a 2.00" valve on the right side of the apparatus, terminating with a 1.50" (M) National Standard hose thread adapter.

**LARGE DIAMETER DISCHARGE OUTLET**

There will be a 4.00" discharge outlet with a 4.00" Akron valve installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a handwheel control at the pump operator's control panel.

An indicator will be provided to show when the valve is in the closed position.

**REAR DISCHARGE OUTLET**

There will be one (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

**DISCHARGE OUTLET (REAR)**

There will be one (1) 5.00" discharge piped to the rear of the hose bed, right side. Proper clearance will be provided for spanner wrenches or adapters. Plumbing will consist of 5.00" piping along with a 3.50" full flow Waterous ball valve with the control from the pump operator's panel. This discharge will terminate with a 5.00" male National Standard hose thread male adapter.

**DISCHARGE CAPS/ INLET PLUGS**

Chrome plated, rocker lug, caps with S/S cables will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with S/S cables will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.
The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected (no exception).

**OUTLET BLEEDER VALVE**
A 0.75” bleeder valve will be provided for each outlet 1.50” or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

**LEFT SIDE OUTLET ELBOWS**
The 2.50” discharge outlets located on the left side pump panel will be furnished with a 2.50” (F) National Standard hose thread x 2.50” (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**RIGHT SIDE OUTLET ELBOWS**
The 2.50” discharge outlets located on the right side pump panel will be furnished with a 2.50” (F) National Standard hose thread x 2.50” (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**REAR OUTLET ELBOWS**
The 2.50” discharge outlets located at the rear of the apparatus will be furnished with a 2.50” (F) National Standard hose thread x 2.50” (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**ADDITIONAL REAR OUTLET ELBOWS**
The 5.00” discharge outlet located at the rear of the apparatus will be furnished with a 5.00” (F) National Standard Hose Thread x 5.00” Storz elbow/adapter and cap.

**LARGE DIAMETER OUTLET ELBOWS**
The 4.00” outlet will be furnished with a 4.00” (F) National Standard hose thread x 4.00” Storz elbow adapter with Storz cap.
DISCHARGE OUTLET CONTROLS
The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.

SWING CONTROLS
There will be nine (9) discharge outlets controlled by a vertical swing style control. These controls will be located on the following discharges DS pumple.

DELUGE RISER
A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel.

TELESCOPIC PIPING
The deluge riser piping will include an 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

The deluge riser will have male National Pipe Threads for mounting the monitor.

CROSSLAY HOSE BEDS
Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200' of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay controls will be at the pump operator's panel.

The center crosslay dividers will be fabricated of 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish.

Vertical scuffplates constructed of stainless steel will be provided at the front and rear ends of the bed on each side of vehicle.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

DEADLAY HOSE BEDS
One (1) deadlay bed, without plumbing, will be provided above the pump compartment capable of carrying 150.
The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a DA finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Deadlay bed flooring will consist of removable perforated brushed aluminum.

**CROSSLAY/DEADLAY HOSE RESTRAINT**
Elastic netting will be provided across the top and ends of two (2) crosslay/deadlay opening(s) to secure the hose during travel. The netting will be permanently attached at the top center of the crosslay/deadlay bed and removable on each end.

**FOAM SYSTEM**
A foam system will not be required on this apparatus.

**PUMP COMPARTMENT**
The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

**PUMP MOUNTING**
Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

**LEFT SIDE PUMP CONTROL PANELS**
All pump controls and gauges will be located at the left side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to
the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

**IDENTIFICATION TAGS**
The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

The trim rings for the side discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

**PUMP PANEL CONFIGURATION**
The left side and right side pump panel configurations will match those on the last unit from Pierce.

Option differences may be evident and an identical match is not possible. An as close as possible similarity will be the intent.

**PUMP AND GAUGE PANEL**
The pump and gauge panels will be constructed of stainless steel with a polished finish. A polished aluminum trim molding will be provided on both sides of the pump panel.

The right side pump panel will be removable and fastened with swell type fasteners.

**PUMP COMPARTMENT LIGHT**
There will be one (1) Whelen®, Model 3SC0CDCR, 3.00” white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

There will be a switch accessible through a door on the pump panel included with this installation.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control
AIR HORN SWITCH
An air horn control switch will be provided at the pump operator's control panel. This switch will be red and properly labeled. The switch will be located within easy reach of the operator in the electrical switch panel.

DRAINS, LEFT SIDE
The drains on the left side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.

RIGHT SIDE DRAINS
The drains on the right side pump panel will be located to keep the area under the main pump inlet clear for customer installed piston intake valve.

ALUMINUM HEAT ENCLOSURE
A heat enclosure will be installed, trapping hot air radiated from the engine exhaust system, which will warm the fire pump. The enclosure will consist of an aluminum understructure, with easily removable aluminum panels. Also a covering above the pump will be provided, so warm air cannot escape freely.

ELECTRIC GAUGE HEATER
An MC Products electric gauge heater will be provided for all water carrying gauges.

VACUUM AND PRESSURE GAUGES
The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES
The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.
Gauges will have a pressure range of 30”-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

**WATER LEVEL GAUGE**

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

**LIGHT SHIELD**

There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.

- There will be 12 volt DC white LED lights installed under the stainless steel light shield to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00” depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

There will be a green pump engaged indicator light activated on at the operator's panel when the pump is shifted into gear from inside the cab.

**ADDITIONAL STEP/LIGHT SHIELD**

There will be an additional aluminum treadplate stepping surface no less than 8.00” deep and properly reinforced to support a man's weight, installed over the passenger's side pump panel.
• There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated when the pump is put into gear. Additional lights will be included every 18.00" depending on the size of the pump house.

There will be one (1) white LED, step light provided above the step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The step light will be activated when the pump is put into gear.

**ADDITIONAL STEP/LIGHT SHIELD**

There will be an additional aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the passenger's side pump panel.

• There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.

There will be one (1) white LED, step light provided above the step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light. The step light will be activated by the pump panel light switch.

**AIR HORN SYSTEM**

There will be two (2) Grover air horns recessed in the front bumper. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

**Air Horn Location**

The air horns will be located on each side of the bumper, just outside of the frame rails.

**AIR HORN CONTROL**

Two (2) lanyard rope pull controls will be provided, one (1) within reach of the driver and one (1) within reach of the officer.

**AUXILIARY SIREN**

There will be a Federal, Model EQ2B-200, electronic siren with noise canceling microphone provided.

The amplifier will be installed TBD.

This siren will be controlled by the siren head or the following controls:

• a push button located within reach of the passenger
**Auxiliary Electronic Siren Location**
The auxiliary electric siren will be located behind the passenger's side seat.

**AUXILIARY SIREN SPEAKER**
There will be a Federal Signal Model BP200-EF 200 watt recess mount speaker furnished.

**AUXILIARY SPEAKER LOCATION**
The auxiliary electric siren speaker will be installed in the face of the front bumper on the left side in the outside position.

**AUXILIARY MECHANICAL SIREN**
There will be one (1) Federal, Model Q2B, mechanical siren furnished. A siren brake button will be installed on the switch panel.

The control solenoid will be powered up after the emergency master switch is activated and will be interlocked to the parking brake so that the siren cannot be accidentally activated when the parking brake is applied.

The mechanical siren will be recessed in the front bumper on the left side. The siren will be supported by the bumper framework. Only the end of the sirens front grille will protrude from the front bumper.

The mechanical siren will be actuated by two (2) foot switches, one (1) located on the officer's side and one (1) on the driver's side.

**FRONT ZONE UPPER WARNING LIGHTS**
There will be a 72.00" Whelen Freedom IV Rota-Beam LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing in a rotating pattern LED module in the driver's side rear corner position.
- Open in the driver's side end position.
- One (1) red flashing in a rotating pattern LED module in the driver's side front corner position.
- One (1) white flashing in a rotating pattern LED module in the driver's side first front position.
- One (1) red flashing in a rotating pattern LED module in the driver's side second front position.
- Open in the driver's side third position.
- One (1) 795 LED traffic light controller set to national standard high priority in the center positions.
- Open in the passenger's side third position.
- One (1) red flashing in a rotating pattern LED module in the passenger's side second front position.
- One (1) white flashing in a rotating pattern LED module in the passenger's side first front position.
- One (1) red flashing in a rotating pattern LED module in the passenger's side front corner position.
- Open in the passenger's side end position.
• One (1) red flashing in a rotating pattern LED module in the passenger’s side rear corner position.

There will be clear lenses included on the lightbar.

The following switches may be installed in the cab on the switch panel to control the lightbar:

• a switch to control the flashing in a rotating pattern LED modules.
• the traffic light controller with the emergency master switch only.
• no momentary activation switch.

The traffic light controller and the white flashing LEDs will be disabled when the parking brake is applied.

**FRONT ZONE LOWER LIGHTS**

There will be four (4) Whelen®, LED lights installed on the cab face above the headlights, in a common bezel matching the headlamp bezel per the following:

• One (1) Model M6**, 4.31” high x 6.75” long x 1.38” deep light installed in the outside position on the driver’s side. The driver’s side front outside warning light to be red.
• One (1) Model 6RB**, 4.18” high x 6.56” long x 3.43” deep light installed in the inside position on the driver’s side. The driver's side front inside warning light to be red.
• One (1) Model 6RB**, 4.18” high x 6.56” long x 3.43” deep light installed in the inside position on the passenger's side. The passenger’s side front inside warning light to be red.
• One (1) Model M6**, 4.31” high x 6.75” long x 1.38” deep light installed in the outside position on the passenger’s side. The passenger's side front outside warning light to be red.

The lens colors will be clear.

There will be a switch located in the cab on the switch panel to control both sets of lights.

The inside lights may be load managed if colored or disabled if white when the parking brake is applied.

**HEADLIGHT FLASHER**

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

**TRAFFIC WARNING LIGHT**

There will be one (1) Tri Lite Mars "888" Traffic Breaker, Model TB8-L1-P/*, white LED light with a figure eight (8) light pattern mounted on a polished stainless steel pedestal in the center of the cab face, just below the windshield.

The lens color to be red.
There will be a switch located in the cab on the switch panel to control the light.

The lights will be load managed if colored, or disabled if white, when the parking brake is applied.

**SIDE ZONE LOWER LIGHTING**
There will be six (6) Whelen®, LED flashing warning lights with chrome trim located in the following positions:

- Two (2) Model M6V2**, 4.31" high x 6.75" long x 2.25" deep lights with a combination of warning LED’s and scene LED’s installed one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) Model M6**, 4.31" high x 6.75" long x 1.38" deep lights with warning LED’s installed one (1) each side above the front wheels. The side middle lights to be red.
- Two (2) Model M6V2**, 4.31" high x 6.75" long x 2.25" deep lights with a combination of warning LED’s and scene LED’s installed one (1) each side above rear wheels. The side rear lights to be red.

The warning LED lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the flashing warning lights.

The scene LED’s will be activated by a switch at the driver’s side switch panel, by a switch at the passenger’s side switch panel, when the cab or crew cab doors on the driver’s side are open, when the cab or crew cab doors on the passenger’s side are open and when a directional signal is activated. The scene LED’s may be load managed when the parking brake is applied.

**INTERIOR CAB DOOR WARNING LIGHTS**
There shall be four (4) Whelen®, Model M4*C, LED flashing warning lights provided, one (1) on each cab and crew cab door pan.

The color will be red.

Each light will include a lens that is clear.

Each light will be activated by the door jam switch of the associated door.

**SIDE WARNING LIGHTS**
There will be two (2) Whelen, Model M4*C LED flashing warning light(s) with bezel(s) provided on the cab rear EMS FF doors.

The color of the lights will be amber.

All of these lights will include a clear lens.

These lights will be activated with the Side Zone Lower warning lights.

**REAR ZONE LOWER LIGHTING**
There will be two (2) Whelen®, Model M6*C, LED flashing warning lights with Model M6FC, chrome flanges located at the rear of the apparatus.
The driver's side rear light to be red
The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

**REAR OF HOSE BED WARNING LIGHTS**
There will be two (2) Whelen Rota-Beam, Model R316*F, 4.00” high x 7.19” wide beacons with clear domes provided.

The rear zone upper lights to be red in color.

There will be a switch located in the cab on the switch panel to control the beacons.

The rear warning lights will be mounted on top of the compartmentation with all wiring totally enclosed. The rear deck lights will be mounted on the beavertails as high as possible.

**TRAFFIC DIRECTING LIGHT**
There will be one (1) Whelen®, Model TAL65, 36.00” long x 2.87” high x 2.25” deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash not activated.

This traffic directing light will be mounted over the hosebed, between the body side sheets, under the cross tube at the rear of the apparatus.

This installation will include a treadplate box.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

**120 VOLT RECEPTACLE**
There will be three (3), 15/20 amp 120 volt AC three (3) wire straight blade duplex GFCI receptacle(s) with interior stainless steel wall plate(s), installed TBD at print approval. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency
• Power Source

**LOOSE EQUIPMENT**
The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

**NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT**
The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smoothbore of combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m).
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components* (if equipped with an aerial device).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
• If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.

• If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.

• If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

SOFT SUCTION HOSE
There will be no soft suction hose provided.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT
NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT
NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT
NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT
NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT - BODY PAINTED TO MATCH CAB
The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:
1. **Manual Surface Preparation** - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.

2. **Chemical Cleaning and Pretreatment** - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.

3. **Surfacer Primer** - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.

4. **Finish Sanding** - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.

5. **Sealer Primer** - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.

6. **Basecoat Paint** - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.

7. **Clear Coat** - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacture.

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

Pierce Manufacturing paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) meet or exceed the Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels meet or exceed the #6 A.C.T.standard in
critical areas. These requirements are met in order for the exterior paint finish to be considered acceptable. The Pierce Manufacturing written paint standards will be available upon request.

The cab and the body will be painted 150 red to match old units.

**PAINT - ENVIRONMENTAL IMPACT**
Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99% efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98.00%. Water wash systems will be 99.97% efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.

**PAINT CHASSIS FRAME ASSEMBLY**
The chassis frame assembly will be finished with primer and gloss black paint before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:
- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

**COMPARTMENT INTERIOR PAINT**
The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

**REFLECTIVE STRIPES**
Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" blue stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" blue stripe on the bottom.

The reflective band provided on the cab face will be at the headlight level.

**REAR CHEVRON STRIPING**
There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

"Z" JOG IN REFLECTIVE STRIPE
There will be one (1) "Z"-shaped jog(s) provided in the reflective stripe design.

**CAB DOOR REFLECTIVE STRIPE**
A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

**LETTERING**
The lettering will be totally encapsulated between two (2) layers of clear vinyl.
LETTERING
Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00” high, with outline and shade will be provided.

LETTERING
There will be reflective lettering, 10.00” high, with outline and shade provided. There will be three (3) letters provided.

LETTERING
There will be reflective lettering, 3.00” high, with outline and shade provided. There will be 26 letters provided.

LETTERING
There will be reflective lettering, 8.00” high, with outline and shade provided. There will be six (6) letters provided.

LETTERING
There will be reflective lettering, 6.00” high, with outline and shade provided. There will be three (3) letters provided.

LETTERING
There will be reflective lettering, 4.00” high, with outline and shade provided. There will be 17 letters provided.

MALTESE CROSS INSTALLATION
There will be one (1) pair of maltese crosses, comprised of reflective material, provided and installed cab door.

CAB GRILLE DESIGN
An American flag design will be painted on the cab grille.

UNDERCOATING, CAB & BODY
The apparatus will be properly treated by an authorized Ziebart dealer.

The underside of the apparatus will be undercoated with an asphalt petroleum based material, dark in color.

The undercoating material utilized on the apparatus will be formulated to resist corrosion and deaden unwanted sound or road noise.

Coating texture will appear firm, flexible, and resistant to abrasion. Minimum dry film thickness will be in the range of 8.00 to 12.00 mils.

The material will be applied to the following areas:

Body and cab wheel well fender liners, on the back side only.

Underside of body and cab sheet metal, and structural components.
Underside and vertical sides of all sheet metal compartmentation, including support angles.

Structural support members under running boards, rear platforms, battery boxes, walkways, etc.

Inside surfaces of the pump heat enclosure, (when installed).

**FIRE APPARATUS PARTS CD MANUAL**

There will be two (2) custom parts manuals for the complete fire apparatus provided in CD format with the completed unit.

The manuals will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

The manuals will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

**SERVICE PARTS INTERNET SITE**

The service parts information included in these manuals are also available on the factory website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

**CHASSIS SERVICE CD MANUALS**

There will be two (2) CD format chassis service manuals containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine/Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix
The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

**CHASSIS OPERATION CD MANUALS**
There will be two (2) CD format chassis operation manuals provided.

**ONE (1) YEAR MATERIAL AND WORKMANSHIP**
A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

**ENGINE WARRANTY**
A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

**STEERING GEAR WARRANTY**
A TRW **one (1) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**FIFTY (50) YEAR STRUCTURAL INTEGRITY**
The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

**FRONT AXLE WARRANTY**
A Eaton **five (5)-year/100,000 mile** parts and labor warranty will be provided.

**REAR AXLE WARRANTY**
A Eaton **five (5)-year/100,000 mile** parts and labor warranty will be provided.

**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**
A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**
The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**
A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

**FIVE (5) YEAR MATERIAL AND WORKMANSHIP**
The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

**CAMERA SYSTEM WARRANTY**
A Pierce fifty four (54) month warranty will be provided for the camera system.

**COMPARTMENT LIGHT WARRANTY**
The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.
TRANSMISSION WARRANTY
The transmission will have a five (5) year/unlimited mileage warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY
The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY
A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY
The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

PUMP WARRANTY
A Waterous pump limited warranty certificate, WA0225, is included with this proposal.

TEN (10) YEAR PUMP PLUMBING WARRANTY
The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION
A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP
The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

FIVE (5) YEAR EXTENDED
The Pierce custom chassis warranty certificate, WA0063, is included with this proposal.

FIVE (5) YEAR EXTENDED
The Pierce body limited warranty certificate, WA0099, is included with this proposal.

VEHICLE STABILITY CERTIFICATION
The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION
The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder’s chassis. The certification will be provided at the time of bid.
POWER STEERING CERTIFICATION
The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION
The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.
- Roof Crush

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

- Side Impact

The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

- Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

- Additional Frontal Impact

The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION
Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G’s of deceleration. The bidder will certify that the sample doors similar
to those provided on the apparatus have been tested and have met these criteria without structural
damage, latch malfunction, or significant component wear.

**WINDSHIELD WIPER DURABILITY CERTIFICATION**
Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will
survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper
Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system
design has been tested and that the wiper system has met these criteria.

**SEAT BELT ANCHOR STRENGTH**
Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be
validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap
and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will
certify that each anchor design was pull tested to the required force and met the appropriate criteria.

**SEAT MOUNTING STRENGTH**
Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be
validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in
accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that
each seat mount and cab structure design was pull tested to the required force and met the appropriate
criteria.

**CAB DEFROSTER CERTIFICATION**
Visibility during inclement weather is essential to safe apparatus performance. The defroster system
will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems
Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will
certify that the defrost system design has been tested in a cold chamber and passes the
SAE J381 criteria.

**CAB HEATER CERTIFICATION**
Good cab heat performance and regulation provides a more effective working environment for
personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 77 degrees Fahrenheit
from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381.
The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met
these criteria.

**CAB AIR CONDITIONING PERFORMANCE CERTIFICATION**
Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces
humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system
will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees
Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and
has met these criteria.

**AMP DRAW REPORT**
The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw
of the entire vehicle's electrical system.
The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
  - The nameplate rating of the alternator.
  - The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - The minimum continuous load of each component that is specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - Additional loads that, when added to the minimum continuous load, determine the total connected load.
  - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).
CITY OF EVANSTON
RFP 19-39
2020 Fire Engine Replacement

One (1) Pierce Enforcer
Pumper

CLARIFICATIONS

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Fidelity and Deposit Company of Maryland  
600 Red Brook Blvd     Owings Mills, MD 21117

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Temco Machinery, Inc. , as Principal, (hereinafter called the "Principal"), and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of IL, as Surety, (hereinafter called the "Surety") are held and firmly bound unto City of Evanston as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent of Amount Bid Dollars ($5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One (1) Pierce Enforcer Pumper

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract, including the attached warranty of Pierce Manufacturing, Inc., or McNeilus Companies Inc., as applicable herein, and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of July, 2019

Temco Machinery, Inc.  
Principal

Fidelity and Deposit Company of Maryland  
Surety 1890

Witness: Cathy Hutson

Witness: Cathy Hutson

By: Sarah E. DeYoung  Attorney-In-Fact
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel J. SAPIRO, Daniel J. Kwiecinski, Wendy S. Miller, Kathleen A. Crary, Cathy Hutson, Lisa M. Slakes, Sarah E. DeYoung and Lucy A. Hantzsch, all of Milwaukee, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of September, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Eric D. Barnes
Secretary

By: Michael Bond
Vice President

State of Maryland
County of Baltimore

On this 25th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 184-6514C
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact: The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 5th day of July 2019.

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
CERTIFICATE OF LIABILITY INSURANCE

R.C. Keller & Company
1325 Wiley Rd, Ste 136
Schaumburg, IL 60173

Vicki Colletti
(847)907-4520 (847)637-1931
vicki@keller-co.com

Temco Machinery, Inc.
Global Emergency Products
1401 N Farnsworth Ave
Aurora, IL 60505-1611

Travelers Insurance

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Evanston is listed as an additional insured.

30 day notice of cancellation

CERTIFICATE HOLDER
City of Evanston
Room 4200
Lorraine H Morton Civic Center
2100 Ridge Ave
Evanston, IL 60201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

**PRODUCER**

Hays Companies  
1200 North Mayfair Road, Suite 100  
Milwaukee, WI 53226

**INSURED**

Pierce Manufacturing Inc.  
P.O. Box 2017  
Appleton, WI 54912-2017

**COVERAGES**

**CERTIFICATE NUMBER:** 56694553  
**REVISION NUMBER:**

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

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required**

Additional insured when required by written contract between the owner and a Pierce Dealer.

**CERTIFICATE HOLDER**

City of Evanston  
Lorraine H. Morton Civic Center Room 4200  
2100 Ridge Avenue  
Evanston, IL 60201

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

City of Evanston  
Lorraine H. Morton Civic Center Room 4200  
2100 Ridge Avenue  
Evanston, IL 60201  
USA

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Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 et seq. requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: Temco Machinery, Inc. DBA Global Emergency Products

APPLICANT ADDRESS: 1401 N. Farnsworth Ave, Aurora, IL 60505

TELEPHONE NUMBER: 800-582-8818

FAX NUMBER: 630-978-1414

APPLICANT is (Check One)
(X) Corporation
( ) Partnership
( ) Sole Owner
( ) Association

Other ( )

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

Michael J. Mikoola, Jr., 1401 N. Farnsworth Ave., Aurora, IL 60505

1b. (Answer only if corporation has 33 or more shareholders.)
Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)
1c. (Answer only if corporation has fewer than 33 shareholders.)
Names and addresses of all shareholders and percentage of interest of each herein.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

Michael J. Mikools, Jr. 100% Interest

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

3a. Trust number and institution.

3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.
SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

____________________________________

____________________________________

4b. If any interest named in Section 1, 2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

____________________________________

____________________________________

4c. If "constructive control" of any interest named in Sections 1, 2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

____________________________________

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.
7/3/2019

Signature of Person Preparing Statement
Michael J. Mikoola, Jr.
President & CEO

Date

Title

ATTEST:

______________________________

Notary Public

Commission Expires: 5/31/2022

HEATHER AURELIO

Notary Public - State of Illinois

Commission Expires May 31, 2022

Revised 10-14(09-17)
EXHIBIT B
ADDITIONAL INFORMATION SHEET

Proposal Name: 2020 Fire Engine Replacement

Proposal Number #: 19-39

Company Name: Temco Machinery, Inc. DBA Global Emergency Products

Contact Name: Michael J. Mikoola, Jr.

Address: 1401 N. Farnsworth Ave.

City, State, Zip: Aurora, IL 60505

Telephone/FAX: # 800-582-8818 / 630-978-1414

E-mail: mmikoola@temco1.com

Comments: ________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
Exhibit C

CONFLICT OF INTEREST FORM

Temco Machinery, Inc. DBA Global Emergency Products, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

Michael J. Mikoola, Jr., President & CEO
(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this ___ day of ___, 20__

HEATHER AURELIO
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid/ proposal.
Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature: ____________________________

Company Name: Temco Machinery, Inc.
DBA Global Emergency Products

Typed/Printed Name: Michael J. Mikola Jr.

Date: 7/3/2019

Title: President & CEO

Telephone Number: 800-582-8818

Fax Number: 630-978-1414

Email: mmikola@temco1.com
Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER’S CERTIFICATION

Michael J. Mikoola, Jr. being first duly sworn, deposes and says that he is President & CEO of Temco Machinery, Inc. DBA Global Emergency Products (Partner, Officer, Owner, Etc.) (Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]

Michael J. Mikoola, Jr., President & CEO (Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 7 day of July, 2019

[Signature]

Notary Public

Commission Expires: 5/31/2022

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.
EXHIBIT F

CITY OF EVANSTON M/W/EBE POLICY

A City of Evanston goal is to provide contracting and subcontracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. To assist 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.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting subcontractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section [http://www.cityofevanston.org/business/business-diversity/](http://www.cityofevanston.org/business/business-diversity/) (Sample Advertisement). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/EBE who submitted a proposal but were not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Subcontractor listed to meet the M/W/EBE goal, a “monthly utilization report” will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City’s website: [http://www.cityofevanston.org/business/business-diversity/](http://www.cityofevanston.org/business/business-diversity/) (M/W/EBE Monthly Utilization Report).
Exhibit G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

__________________________ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

____ Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a "commercially useful function".

Total proposed price of response

$ __________________________

Amount to be performed by a M/W/EBE

$ __________________________

Percentage of work to be performed by a M/W/EBE %

Information on the M/W/EBE Utilized:

Name ______________________________________

Address ______________________________________

Phone Number ______________________________________

Signature of firm attesting to participation __________________________

Title and Date __________________________

Please attach

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:

☐ Cook County  ☐ State Certification  
☐ Federal Certification  ☐ Women’s Business Enterprise National Council  
☐ City of Chicago  ☐ Chicago Minority Supplier Development Council  

2. Attach business license if applying as an EBE
Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

I am [Title] of [Name of Firm], and I have authority to execute this certification on behalf of the firm. I [Name] do hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

1. No M/W/EBEs responded to our invitation to bid.
2. An insufficient number of firms responded to our invitation to bid.
   For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.

3. No subcontracting opportunities exist.
   Please provide a written explanation of why subcontracting is not feasible.

4. M/W/EBE participation is impracticable.
   Please provide a written explanation of why M/W/EBE participation is impracticable.

Therefore, we request to waive [25% of the 25% utilization goal for a revised goal of [0%].

Signature: [Signature]  Date: 7/3/2019

Michael J. Mikoola, Jr.
President & CEO
July 3, 2019

SUBJECT: M/W/EBE’s Waiver

We kindly request a full waiver on the M/W/EBE’s participation:

As the authorized factory distributor for Pierce Manufacturing, we do not manufacture or participate in the construction of the product. The product is delivered to Global Emergency Products as a “finished goods”.

Nonetheless, Pierce Manufacturing supplies the United States Federal Government with fire apparatus and as such does have a valid MBE/WBE conformance program.

We trust the enclosed to be full and complete at this time.

Respectfully,

Michael J. Mikola, Jr.
President & CEO
Global Emergency Products

MM/ha
## EXHIBIT I

**Construction Contractors' Assistance Organizations ("Assist Agencies") Form**

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<tr>
<td>5500 Touhy Ave., Unit K</td>
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<tr>
<td>Skokie, IL 60077</td>
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<tr>
<td>Phone: 847/525-9693</td>
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<tr>
<td>Perry Nakachii, President</td>
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<td>Black Contractors United (BCU)</td>
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<tr>
<td>400 W. 76th Street</td>
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<td></td>
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<tr>
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<tr>
<td>Phone: 773/483-4000; Fax: 773/483-4150</td>
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<tr>
<td>Email: <a href="mailto:bcunewera@ameritech.net">bcunewera@ameritech.net</a></td>
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<td>Chicago Minority Business Development Council</td>
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<tr>
<td>105 West Adams Street</td>
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<tr>
<td>Chicago, Illinois 60603</td>
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<tr>
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<tr>
<td>Email: <a href="mailto:info@chicagomsdc.org">info@chicagomsdc.org</a></td>
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<td>Shelia Hill, President</td>
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<td>Evanston Minority Business Consortium, Inc.</td>
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<td>Evanston, Illinois 60204</td>
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<td>Phone: 847-452-0177</td>
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<td>Email: <a href="mailto:embcinc@aol.com">embcinc@aol.com</a></td>
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<td>Federation of Women Contractors</td>
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<td>5650 S. Archer Avenue</td>
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<td>Chicago, Illinois 60638</td>
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<td>Phone: 312/360-1122; Fax: 312/360-0239</td>
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<td>Email: <a href="mailto:FWCCicago@aol.com">FWCCicago@aol.com</a></td>
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<tr>
<td>Contact Person: Beth Doria</td>
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<tr>
<td>Maureen Jung, President</td>
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<tr>
<td>Hispanic American Construction Industry (HACIA)</td>
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<tr>
<td>901 W. Jackson, Suite 205</td>
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<td>Chicago, IL 60607</td>
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<td>Phone: 312/666-5910; Fax: 312/666-5692</td>
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<td>Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a></td>
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<td>Women's Business Development Center</td>
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<tr>
<td>8 S. Michigan Ave, Suite 400</td>
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<td>Chicago, Illinois 60603</td>
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<td>Phone: 312-853-3477; Fax: 312-853-0145</td>
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<td>Email: <a href="mailto:wbdc@wbdc.org">wbdc@wbdc.org</a></td>
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<tr>
<td>Carol Dougal, Director</td>
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</tbody>
</table>

**PLEASE NOTE:** Use of Construction Contractor's Assistance Organization (Assist Agencies") Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.
Exhibit J

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response. Please check one of the following statements:

____ I have read the professional services agreement and plan on executing the agreement without any exceptions.

___ My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

***Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.

List exceptions in the area below:

---

Paragraph "C" - Based upon the customazation of Product specified, this contract is noncancellable.

Paragraph "G" - Payment is due upon the City of Evanston final review and acceptance at the factory.

---

Authorized Signature: [Signature]

Company Name: Temco Machinery, Inc.
DBA Global Emergency Products

Typed/Printed Name and Title: Michael J. Mikoola, Jr.
President & CEO

Date: 7/3/2019
CITY OF EVANSTON

PROFESSIONAL SERVICES AGREEMENT

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

2020 Fire Engine Replacement
("the Project")

RFP Number: 19-39

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 [Insert Professional Service Provider's name here], with offices located at [Insert address here], (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed $[Insert fee here].

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

III. PAYMENTS

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

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal No. # 19-39 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

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

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

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

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

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

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

C. **Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City’s obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. **Independent Consultant.** Consultant’s status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer’s liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

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

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

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

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

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

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

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

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

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

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

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

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant’s control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a
request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 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 Consultant's internal complaint process including penalties;

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

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

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

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

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

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

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

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

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

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

IX. INTEGRATION

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

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

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

By ____________________________

Its: ____________________________

FEIN Number: ____________________

Date: ____________________________

CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201

By: ____________________________

Its: City Manager

Date: ____________________________
EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated ______ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 ("City") and ________________ ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _______________________

II. COMPLETION DATE: _________________________

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in RFP # 19-39 (Exhibit B) and Consultants Response to Proposal (Exhibit C) Dated: ________________
<table>
<thead>
<tr>
<th>Customer Name</th>
<th>Address Line 1</th>
<th>City</th>
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<th>Zip</th>
<th>Contact Name</th>
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<th>Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Naperville, Village of FD</td>
<td>400 South Eagle St.</td>
<td>Naperville</td>
<td>IL</td>
<td>60540</td>
<td>Chief Mark Puknaitis</td>
<td>630 420-6140</td>
<td>May 2018</td>
</tr>
<tr>
<td>Little Rock Fox, Village of FD</td>
<td>5 E. North St.</td>
<td>Plano</td>
<td>IL</td>
<td>60545</td>
<td>Chief Gregory Witek</td>
<td>630 552-3311</td>
<td>July 2018</td>
</tr>
<tr>
<td>Hillside, Village of FD</td>
<td>523 North Wolf</td>
<td>Hillside</td>
<td>IL</td>
<td>60162</td>
<td>Chief Jeff Pilz</td>
<td>708 547-8684</td>
<td>June 2018</td>
</tr>
</tbody>
</table>
Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

| Coverage: | The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship |
| Warranty Begins: | The date of the original purchase invoice (issued when the product ships from the factory). |
| Warranty Period Ends After: | Ten (10) Years - or - 100,000 Miles |

Conditions and Exclusions:

This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2. DISCLAIMERS OF WARRANTIES

The warranty set forth in Paragraph 1 is the sole and exclusive warranty given by Pierce. Pierce hereby disclaims and excludes all other warranties, whether express, implied or statutory, including without limitation any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1 and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, in no event shall Pierce be liable for any consequential, incidental, special, indirect, or punitive damages whatsoever, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theory of law or equity, with respect to vehicles or other products sold by Pierce, or their operation or failure to operate, or any defects therein, or any undertakings, acts or omissions related thereto, regardless of whether Pierce has been informed of the possibility of any such damages. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage:</th>
<th>Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Twelve (12) months.</td>
</tr>
</tbody>
</table>

Conditions and Exclusions: No specific exclusions apply

See Also Paragraphs 2 thru 4

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce’s maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. This LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

2/8/2010 WA0008
NEW PRODUCT WARRANTY

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS
USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

• WARRANTY APPLIES — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.

• REPAIRS COVERED — The warranty covers repairs or replacement, at Allison Transmission’s option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.

• TOWING — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.

• PAYMENT TERMS — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section “APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE.”

• OBTAINING REPAIRS — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.

• TRANSMISSION REMOVAL AND REINSTALLATION — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.

• WARRANTY PERIOD — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

<table>
<thead>
<tr>
<th>APPLICABLE MODELS</th>
<th>WARRANTY LIMITATIONS (Whichever occurs first)</th>
<th>ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Months</td>
<td>Transmission Miles Or Kilometers</td>
</tr>
<tr>
<td>MT, MD 3000, 3200, 3500, 3700</td>
<td>0–24</td>
<td>No Limit</td>
</tr>
<tr>
<td>HT with Hydraulic Controls</td>
<td>0–24</td>
<td>No Limit</td>
</tr>
<tr>
<td>AT, 1000 Series™, 2000 Series™, 2400 Series™</td>
<td>0–36</td>
<td>No Limit</td>
</tr>
<tr>
<td>HT with Electronic Controls</td>
<td>0–60</td>
<td>No Limit</td>
</tr>
<tr>
<td>HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS</td>
<td>0–60</td>
<td>No Limit</td>
</tr>
</tbody>
</table>
WHAT IS NOT COVERED

- DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION — Defects and damage caused as the result of any of the following are not covered:
  - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - Misuse of the vehicle;
  - Installation into unapproved applications and installations;
  - Alterations or modification of the transmission or the vehicle, and
  - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- CHASSIS, BODY, and COMPONENTS — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).

- DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR’S MANUAL — Defects and damage caused by any of the following are not covered:
  - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator’s Manual.

- MAINTENANCE — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner’s responsibility.

- REPAIRS by UNAUTHORIZED DEALERS — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.

- USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.

- EXTRA EXPENSES — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.

- “DENIED PARTY” OWNERSHIP — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a “denied party” or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

**Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

This warranty is the only warranty applicable to the Allison Transmission models listed above and is expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with such transmissions. Allison Transmission shall not be liable for incidental or consequential damages resulting from breach of this warranty or any implied warranty.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)
Waterous Five-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date the product is first placed in service, or five and one-half (5-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS’ plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
(b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
(c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and
(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

(a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
(b) the repair of such product or part, or
(c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER’S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

F-2113 (07/17/12)
Fire and Rescue Apparatus

Five (5) Year Material and Workmanship

Command Zone Electronics

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage: Command Zone control modules shall be free from failures caused by defects in material and workmanship.

Warranty Begins: The date of the original purchase invoice (issued when the product ships from the factory).

Warranty Period Ends After: Five (5) Years

Conditions and Exclusions: This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.

See Also Paragraphs 2 thru 4

Exclusions:

- Any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
- Any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
- Any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
- Any products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
Pierce Manufacturing provides the following warranty to the Buyer:

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage:</th>
<th>Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Three (3) Years</td>
</tr>
<tr>
<td>Conditions and Exclusions:</td>
<td>This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).</td>
</tr>
</tbody>
</table>

### 3. BUYER'S EXCLUSIVE REMEDY.

Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/22/2010 WA0018
1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:

Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.

Warranty Begins:
The date of the original purchase invoice (issued when the product ships from the factory).

Warranty Period Ends After:
Ten (10) Years

This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:

- Topcoat Durability & Appearance: Gloss, Color Retention & Cracking
  - 0-72 months 100%
  - 73-96 months 50%
  - 97-120 months 25%

- Integrity of Coating System: Adhesion, Blistering/Bubbling
  - 0-36 months 100%
  - 37-84 months 50%
  - 85-120 months 25%

- Corrosion: Dissimilar Metal and Crevice
  - 0-36 months 100%
  - 37-48 months 50%
  - 49-72 months 25%
  - 73-120 months 10%

- Corrosion Perforation
  - 0-120 months 100%

This limited warranty applies only to exterior paint. Paint on the vehicle’s interior is warranted only under the Pierce Basic One Year Limited Warranty.

Items not covered by this warranty include:
(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).
(b) UV paint fade.
(c) Any cab not manufactured by Pierce.

2. DISCLAIMERS OF WARRANTIES

The warranty set forth in paragraph 1 is the sole and exclusive warranty given by Pierce. Pierce hereby disclaims and excludes all other warranties, whether express, implied or statutory, including without limitation any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade.

3. BUYER’S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Ten (10) Years</td>
</tr>
</tbody>
</table>

This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:

- **Topcoat Durability & Appearance:** Gloss, Color Retention & Cracking
  - 0-72 months 100%
  - 73-96 months 50%
  - 97-120 months 25%
- **Integrity of Coating System:** Adhesion, Blistering/Bubbling
  - 0-36 months 100%
  - 37-84 months 50%
  - 85-120 months 25%
- **Corrosion:** Dissimilar Metal and Crevice
  - 0-36 months 100%
  - 37-48 months 50%
  - 49-72 months 25%
  - 73-120 months 10%
- **Corrosion Perforation**
  - 0-120 months 100%

This limited warranty applies only to exterior paint. Paint on the vehicle’s interior is warranted only under the Pierce Basic One Year Limited Warranty.

Items not covered by this warranty include:
(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).
(b) UV paint fade.
(c) Any cab not manufactured by Pierce.

### 2. DISCLAIMERS OF WARRANTIES

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:
(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot; or
(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
(d) products or parts which may be in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finished products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 3. BUYER’S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss or damage to the product during transportation.

Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
# Pierce Fire and Rescue Apparatus

**Lifetime Fifty (50) Year Structural Integrity**

## Custom Chassis Frame

### Limited Warranty

**1. LIMITED WARRANTY**

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage:</th>
<th>Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Fifty (50) Years (Expected Life of Apparatus)</td>
</tr>
</tbody>
</table>

### Conditions and Exclusions:

- This warranty does not apply to damage caused by corrosion.

### See Also Paragraphs

2 thru 4

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This limited warranty shall apply only if the product is properly maintained in accordance with Pierce’s maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. **THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.**

### Exclusions:

- Any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
- Any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acid environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
- Any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
- Any products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER’S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1 and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. **THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.**

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein, **Pierce makes no warranty whatsoever as to:**

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acid environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### Note

Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Apparatus Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage:</th>
<th>The apparatus body shall be free from structural failures caused by defects in material and workmanship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Ten (10) Years - or - 100,000 Miles</td>
</tr>
<tr>
<td>Conditions and Exclusions:</td>
<td>This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.</td>
</tr>
</tbody>
</table>

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturer thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1 and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0009
Fire and Rescue Apparatus

Five (5) Year Bumper to Bumper
Pierce Body - Class H

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage:</th>
<th>This limited warranty covers repairs to correct any defect related to materials or workmanship occurring during the warranty period.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Five (5) Years, or 50,000 Miles, or 7,500 Engine Hours</td>
</tr>
</tbody>
</table>

Conditions and Exclusions:

See Also Paragraphs 2 thru 4

This limited warranty does not apply to aspects of the product that are covered by other Pierce or Supplier warranties. See the applicable specific warranty for details of coverage and exclusions. Such warranties may include, but not be limited to, paint, corrosion, frame, structure, electronics, pumps, piping, and Goldstar laminates. Where conflicts exist, the coverage and exclusions of the specific warranty shall apply.

This warranty does not cover normal wear to any parts or components including but not limited to: filters, lubricants, and light bulbs.

2. DISCLAIMERS OF WARRANTIES

The warranty set forth in paragraph 1 is the sole and exclusive warranty given by Pierce. Pierce hereby disclaims and excludes all other warranties, whether express, implied or statutory, including without limitation any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, in no event shall Pierce be liable for any consequential, incidental, special, indirect, or punitive damages whatsoever, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theory of law or equity, with respect to vehicles or other products sold by Pierce, or their operation or failure to operate, or any defects therein, or any undertakings, acts or omissions related thereto, regardless of whether Pierce has been informed of the possibility of any such damages. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, downtime, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0099
Fire and Rescue Apparatus

Five (5) Year Bumper to Bumper

Pierce Custom Chassis - Class M

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage:</th>
<th>This limited warranty covers repairs to correct any defect related to materials or workmanship occurring during the warranty period.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Five (5) Years, or 50,000 Miles, or 7,900 Engine Hours</td>
</tr>
</tbody>
</table>

Conditions and Exclusions:
See Also Paragraphs 2 thru 4

This general limited warranty does not apply to aspects of the product that are covered by specific Pierce or Supplier warranties. See the applicable specific warranty for details of coverage and exclusions. Specific warranties may include, but not be limited to, paint, corrosion, frame, structure, electronics, pumps, piping, and Goldstar laminates. Where conflicts exist, the coverage and exclusions of the specific warranty shall apply.

This warranty does not cover normal wear to any parts or components including but not limited to: tires, brake pads or shoes, belts, filters, lubricants, light bulbs, fuses, and batteries.

2. DISCLAIMERS OF WARRANTIES

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:
(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

The warranty set forth in paragraph 1 is the sole and exclusive warranty given by Pierce. Pierce hereby disclaims and excludes all other warranties, whether express, implied or statutory, including without limitation any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade.

3. BUYER’S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1 and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
FOR IMMEDIATE RELEASE

5 YEAR WARRANTY FOR YOUR FIRE/RESCUE VEHICLE

Dana Holding Corporation’s Commercial Vehicle Systems Group is pleased to announce a change in our standard warranty for fire/rescue vehicles. Starting in 2011, all steer and drive axle applications for fire or rescue vehicles will carry a minimum 5 year / 100,000 mile warranty. Additional 1 and 2 year extended warranty packages are available. (Applicable fees apply) That’s a total of 7 years of warranty coverage. Our experience in extended warranty coverage dates back to the mid 80’s. Since then, we have pioneered many new programs designed to deliver warranties, which meet the demands of an ever-changing industry. From our first versions of the on/off-highway coverage’s, to our more recent vocational warranties, customization and customer satisfaction, have always been our goals.

For further information and requirements, please go to www.roaddranger.com.

24K STEER BEAM NOW AVAILABLE

Dana Holding Corporation is continually working with chassis manufactures to determine needs and how best to offer a solution. The amount of equipment has increased over the years and not all firehouses can accommodate a tandem axle vehicle. We have listened to your requests for a slightly higher front GAWR for single axle vehicles. Dana can now offer a front steer beam with a 5 ¼” drop at 24K GAWR. This will allow chassis manufacturers to meet the limited length requirements while still carrying the same amount of equipment.

Please contact your Dana representative for further information.

For additional information please contact:

Alan Manzon
Account Manager – Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711
Phone: (734) 629-1141
alan.manzon@dana.com

699 of 1253
Dana Holding Corporation is pleased to announce a change in our standard warranty for fire/rescue vehicles. All steer and drive axles will now come with a 5 year / 100,000 mile warranty. For further information, please go to www.roadranger.com.

Dana Holding Corporation is working with chassis manufactures to supply a 24K front steer beam with a 5 ¼' drop. We have listened to your requests for a slightly higher GAWR for single axle aerials. Not all fire stations can accommodate a long wheel base application. This allows manufactures to meet the limited length requirements for smaller fire houses. Please submit your requests through our website. Please indicate on the application your need for 24K GAWR.

Finally, our drive axles will accommodate simultaneous auxiliary braking. Dana axles are built tough and were design with Telma retarders in mind. Submit your application for single or tandem designation.

Dana Holding Corporation will work with you to provide the best drive train solution with the best warranty in the fire/rescue industry. For additional information please contact:

Alan Manzon
Account Manager – Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711

Phone: (734)629-1141
Cell: (269)312-3220
Alan.manzon@dana.com
## Fire and Rescue Apparatus

### Ten (10) Year Material and Workmanship

**Pierce 12V LED Strip Light**

**Limited Warranty**

<table>
<thead>
<tr>
<th>Coverage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Warranty Begins:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Warranty Period Ends After:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ten (10) Year</td>
</tr>
</tbody>
</table>

**Conditions and Exclusions:**

This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce’s maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- (a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturer thereof; or
- (b) any vehicle, chassis, component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lighting, earthquake, windstorm, hail, flood, war or riot;
- (c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
- (d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce for such technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary heretofore or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUIT, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
## Ten (10) Year Material and Workmanship
### Stainless Steel Piping
#### Limited Warranty

**1. LIMITED WARRANTY**

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

<table>
<thead>
<tr>
<th>Coverage:</th>
<th>Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of the original purchase invoice (issued when the product ships from the factory).</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Ten (10) Years or 100,000 Miles</td>
</tr>
<tr>
<td>Conditions and Exclusions:</td>
<td>Pierce’s obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.</td>
</tr>
<tr>
<td>See Also Paragraphs 2 thru 4</td>
<td>This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.</td>
</tr>
</tbody>
</table>

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

**2. DISCLAIMERS OF WARRANTIES**

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**3. BUYER’S EXCLUSIVE REMEDY.**

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

**4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.**

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) or any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage: The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description.

Warranty Begins: The date of the original purchase invoice (issued when the product ships from the factory).

Warranty Period Ends After: Three (3) Year

Conditions and Exclusions:

The exclusions listed in the attached Meritor Wabco warranty description shall apply.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce, which, in the sole judgment of Pierce, adversely affects the performance, stability or control for which it was manufactured;

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finished products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER’S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is due to misuse, neglect, accident or improper maintenance, Buyer shall notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/25/2013 WA0232
SIMPLER IS BETTER

Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.
CONTENTS

Linehaul Service................................................................................................................. 4
General Service.................................................................................................................. 4
Heavy Service ................................................................................................................... 5
Industrial/Off-Highway Service ......................................................................................... 6
Terms and Conditions ......................................................................................................... 7

How to Read Warranty Coverage (Example)

<table>
<thead>
<tr>
<th>Number of Years</th>
<th>Mileage (in thousands)</th>
<th>P=Parts Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unl=Unlimited</td>
<td>P=Parts Only</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>P</td>
</tr>
<tr>
<td></td>
<td>300</td>
<td>P</td>
</tr>
</tbody>
</table>
## HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

### Heavy Service Vehicles

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

### Heavy Service Typically Is

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile

### Meritor WABCO Components

<table>
<thead>
<tr>
<th>Component</th>
<th>Warranty Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABS (Anti-Lock Braking System) Air</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>ABS (Anti-Lock Braking System) Hydraulic</td>
<td>2/200/P&amp;L</td>
</tr>
<tr>
<td>Electronic Braking System (EBS)</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>Electronic Stability Control (ESC)</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>Roll Stability Control (RSC)</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>Air Dryers (ALL)</td>
<td>1/100/P&amp;L</td>
</tr>
<tr>
<td>Leveling Valves</td>
<td>1/100/P&amp;L</td>
</tr>
<tr>
<td>Air Brake Valves</td>
<td>1/100/P&amp;L</td>
</tr>
<tr>
<td>Emission Valves (SCR)</td>
<td>2/200/P&amp;L</td>
</tr>
<tr>
<td>Clutch Controls</td>
<td>2/200/P&amp;L</td>
</tr>
<tr>
<td>Air Compressors (ALL)</td>
<td>1/100/P&amp;L</td>
</tr>
<tr>
<td>OnGuard™</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>OnGuardACTIVE™</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>OnLane™ Lane Departure Warning</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>Blind Spot Detection</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>OptiRide™</td>
<td>2/200/P&amp;L</td>
</tr>
<tr>
<td>Trailer Roll Stability Support (RSS)</td>
<td>3/300/P&amp;L</td>
</tr>
<tr>
<td>Trailer Control Line Filter</td>
<td>1/100/P&amp;L</td>
</tr>
<tr>
<td>Trailer ABS Valve</td>
<td>3/300/P&amp;L</td>
</tr>
</tbody>
</table>

1. WABCO and Meritor WABCO branded components.
2. WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by Meritor WABCO. Please contact your respective dealer/distributor of those engines for warranty and servicing.
3. An extended warranty of 4/400/P will be applied when a Meritor WABCO Trailer Control Line Filter is used in combination with a Meritor WABCO Trailer ABS valve.
TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered product due to the following: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, (b) damaged threads, (c) cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (d) damaged sensors from removal when seized in block, or associated with sensor adjustments/alignments, and (e) damage resulting from the use or installation of non-genuine Meritor WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or Meritor WABCO name plate, serial numbers or label identifying the device as a Meritor WABCO product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination out of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

Air System Components

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC), OptiRide™, OnGuard™ and OnLane™, collectively “Electronics”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues.

Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

Hydraulic Components

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX™ Software

Proper diagnostics of Meritor WABCO Electronics may require the latest version of TOOLBOX™. Additional labor due to use of an outdated version of TOOLBOX™. TOOLBOX™ software, and/or the time to purchase or install latest version of TOOLBOX™ are not covered under product warranty.
TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor WABCO Vehicle Control Systems warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede Meritor WABCO's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the Meritor WABCO warranty has not expired under the terms stated above, the Meritor WABCO warranty would be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized Meritor WABCO service location and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor WABCO through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor WABCO directly. Failure to notify Meritor WABCO of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty on behalf of Meritor WABCO unless in writing and signed by an authorized representative of Meritor WABCO.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
In addition to the items listed on page 7, this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor WABCO, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by Meritor WABCO.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor WABCO's option. Meritor WABCO reserves the right to require that all applicable covered components are available and/or returned to Meritor WABCO for review and evaluation.

(6) DISCLAIMER OF WARRANTY.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(7) LIMITATION OF REMEDIES.
IN NO EVENT SHALL MERITOR WABCO BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TOWING, DOWNTIME, LOST PRODUCTIVITY, CARGO DAMAGE, TAXES, LOST PROFITS, COSTS OF PROCUREMENT OF A SUBSTITUTE COMPONENT OR ANY OTHER LOSSES OR COSTS RESULTING FROM A COVERED COMPONENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(8) TIME LIMIT ON COMMENCING LEGAL ACTION.
ANY LEGAL ACTION OR CLAIM ARISING FROM OR RELATED TO THIS WARRANTY, IN CONTRACT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THAT CAUSE OF ACTION, OR BE BARED FOREVER.

(9) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor WABCO or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor WABCO service location. The dealer will inspect the vehicle and contact Meritor WABCO for an evaluation of the claim. When authorized by Meritor WABCO, the dealer will repair or replace during the term of this warranty any defective Meritor WABCO component covered by this warranty.

(10) Entire Agreement.
This is the entire agreement between Meritor WABCO and the Owner about warranty and no Meritor, Meritor WABCO employee, or dealer is authorized to make any additional warranty on behalf of Meritor WABCO unless in writing and signed by an authorized representative of Meritor WABCO.
For more information on Meritor WABCO Warranty, call our OnTrac Customer Service team at 866-OnTrac1 (866-668-7221) or visit meritorwabco.com.
PRODUCT WARRANTY

I. WARRANTY: The Commercial Steering Systems group of TRW, Inc., hereinafter referred to as “CSS”, warrants that each new product supplied by CSS to its customer, when properly installed, used and maintained, shall be free from defect in material and workmanship for the period specified below:

(A) CSS Product installed in New On-highway Motor Vehicle:
Within twelve (12) months after date of delivery of such vehicle to the original retail purchaser, or before such vehicle has been driven one hundred thousand (100,000) miles, whichever event shall first occur.

(B) CSS Product installed in New Agricultural, Turf, Industrial, or Construction Vehicles and Related Equipment:
Within twelve (12) months after date of delivery of such vehicle/equipment to the original retail purchaser or before such vehicle/equipment has been operated for two thousand (2000) hours or fifty thousand (50,000) miles, whichever occurs first.

(C) CSS Product installed in New End Product, Not Specifically Mentioned in Classifications (A) or (B) Above and All Other Off-Highway/Severe Applications:
Within six (6) months after date of delivery of the original equipment manufacturer’s end product to the original retail purchaser.

II. REMEDY: Customer’s sole remedy under the foregoing warranty is limited to correction by means of repair, replacement or issuance of credit, at the option of CSS, of any product which is:

(A) Returned to CSS within the specified warranty time period, with prior notice to, and the written consent of, CSS, with transportation and handling charges prepaid, together with a statement describing the alleged defect, the part number, model number and application, and mileage or hours of use of such product; and

(B) Upon examination, determined by CSS not to conform to the warranty.

III. Any product which is repaired or replaced under this warranty will be returned to customer prepaid. Disposition of any product determined not to be covered by this warranty will be at the customer’s expense.

IV. CSS will not be liable for any repairs, replacements, or adjustments to any product or any cost of labor performed by or at the request of customer without the express prior written consent of CSS.

V. EXCEPTIONS: The provision of this warranty shall not apply to any CSS product which is not designed, or which shall have been repaired or altered in any way, or which has been subject to misuse, negligence or accident, neglect of normal maintenance services, so as, in the judgement of CSS to adversely affect its performance and reliability. In no case will the CSS warranty exceed the standard published warranty of its customer in terms of time and/or distance. In all events, the CSS warranty will expire thirty (30) months after the date of manufacture as stamped on the Product. In the case of hydraulic equipment, operation with unapproved fluid or temperatures voids this warranty.

VI. EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF LIABILITY: Customer’s sole and exclusive remedy under the foregoing warranty shall be for the repair, replacement or issuance of credit with respect to a defective product, as set forth and described above. Other provisions hereof notwithstanding, CSS shall not be liable to Customer, or any successor in interest, beneficiary or assignee of Customer, based upon any claim against CSS, whether in contract, warranty, negligence, strict liability, indemnity or otherwise, for any special, consequential, incidental or other damages relating in any way to the design, manufacture, sale, installation or other use of any product purchased from CSS.

VII. EXCLUSION OF ALL OTHER WARRANTIES: THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY BY CSS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
Limited Warranty

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:
(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators, with respect to all such parts, components, attachments and accessories. Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;
(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;
(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or
(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYERS EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time periods specified in paragraph 1. Buyer shall be responsible for the cost of such transportation, and for risk of loss or damage to the product during transportation. Within a reasonable time, Buyer shall repair or replace the part (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. This REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, downtime, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) or any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
United Plastic Fabricating, Inc. (hereinafter called “UPF”) warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® WetSides Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser’s responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetside tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime warranty.
service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™ are registered trademarks of UPF, Inc. © 08/01/09 UPF, Inc. Printed in the USA
To: All Dealer Service Representatives  
From: Kevin Hanegraaf  
DATE: January 4, 2010  
RE: UPF Tank Warranty Policy – Truck in Accident  
Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF’s policy that the customer must remove the tank from the truck and send it back to one of UPF’s facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:
- Filled with water
- Visually inspected
- Ultraviolet spark tested on articulating test stand in the dark
- Recommendation for repairs if necessary provided by UPF
- Fully evaluated and repaired by UPF

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then the warranty is no longer in effect. This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF’s tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF’s service Manager Maura Watts (800-638-8265 x253)
# Fire and Rescue Apparatus

## 54 Months Material and Workmanship

### Limited Warranty

<table>
<thead>
<tr>
<th>Coverage</th>
<th>This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occurring during the warranty period.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Begins:</td>
<td>The date of delivery.</td>
</tr>
<tr>
<td>Warranty Period Ends After:</td>
<td>Fifty-Four (54) months</td>
</tr>
<tr>
<td>Conditions and Exclusions:</td>
<td>This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.</td>
</tr>
</tbody>
</table>

### Coverage:

This limited warranty applies only if the product is properly maintained in accordance with Pierce’s maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period.

### Disclaimer of Warranties:

The warranty set forth in paragraph 1 is the sole and exclusive warranty given by Pierce. Pierce hereby disclaims and excludes all other warranties, whether express, implied or statutory, including without limitation any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade.

### Exclusion of Consequential and Incidental Damages:

Notwithstanding anything to the contrary herein, in no event shall Pierce be liable for any consequential, incidental, special, indirect, or punitive damages whatsoever, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theory of law or equity, with respect to vehicles or other products sold by Pierce or their operation or failure to operate, or any defects therein, or any undertakings, acts or omissions related thereto, regardless of whether Pierce has been informed of the possibility of any such damages. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for personal or property injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

### 2. DISCLAIMERS OF WARRANTIES

The warranty set forth in paragraph 1 is the sole and exclusive warranty given by Pierce. Pierce hereby disclaims and excludes all other warranties, whether express, implied or statutory, including without limitation any warranty of merchantability, any warranty of fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade.

### 3. BUYER’S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. This warranty applies only to this Pierce Basic One Year Limited Warranty for component, attachment or accessory that is incorporated into or attached to the vehicle.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

- any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

- any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce within, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

- products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 5. NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for personal or property injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.
Coverage

Products Warranted
This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty
The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities
Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.
Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.
Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.
Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities
Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.
Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for “downtime” expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations
Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.
Any unauthorized modifications to the aftertreatment could negatively affect emissions certification and void Warranty.
Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel
exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### Emission Warranty

#### Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

#### Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

#### Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, “downtime” expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.
CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.
Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning system.

The air conditioning system was tested successfully in an environmental chamber.

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at both 1000 and 1400 RPM to simulate both the Cummins engine and Detroit Diesel engine. Both the QP21 and QP31 compressors were tested with the controls set to maximum cooling.

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed and the air conditioning turned on.

The average cab temperature dropped to a maximum of 73.6°F within 30 minutes in all configurations.

VALIDATION TEST: RD2455

Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab doors.

Specimens representing the substantial structural configuration of the Saber® FR – Enforcer™ cab front and crew doors have been successfully tested to meet the following objectives:

**OBJECTIVES:**
- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g’s on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

**CONCLUSIONS:**
- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 20 g’s.

**VALIDATION TEST:** RD2425

Pierce Manufacturing, Inc.

David Archer
November 18, 2014
Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat and defroster systems.

The Saber® FR - Enforcer™ Heater and Defroster System was tested successfully in an environmental chamber.

**Defrosting**

Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles*.

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold-soaked to 0°F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30 minute period.
Defrost Results

Heater:
Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 88.3° F from -10° F to 78.3° F within the prescribed 30 minutes. The cab was contained in a cold chamber at -10° F during the duration of the test.

VALIDATION TEST: T5198REP

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering
Pierce Manufacturing certifies the conformance of the Saber® FR – Enforcer™ cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Saber® FR – Enforcer™ Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.

VALIDATION TESTS: RD2397

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering
Certification Document CD0132
Saber® FR – Enforcer™
Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ Windshield Wiper System.

Specimens representing the configuration of the Saber® FR – Enforcer™ windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:
- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:
- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

VALIDATION TEST: RD2462

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering
Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Saber® FR – Enforcer™ cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

**Side Impact:** The test cab was subjected to dynamic preload where a 14,253 lb moving barrier was slammed into the side of the cab at 5.25 mph, striking with an impact of 13,000 ft-lbs of energy. This test is not required to meet the ECE 29 standard, but is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a roll-over incident.

**Frontal Impact:** The test cab was struck by the 14,253 lb moving barrier at a speed sufficient to impart the required 32,549 ft-lbs of energy.
Roof Crush: This same test cab was then subjected to a roof crush force of 24,453 lbs. This value meets the ECE 29 criteria, which must be equivalent to the front axle rating up to a maximum of 10 metric tons.

Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised, all doors remain shut, and the cab remained attached to the chassis frame in at least one location. The Pierce cab met all of the Performance Criteria requirements on all 3 integrity tests.

Witnessed and Certified by:

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering
Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.

**VALIDATION TEST:** Multiple Tests

Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017
Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.

**VALIDATION TEST:** RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

David W. Archer
Director of Engineering
June 03, 2011
Certification Document CD0155
Engine Installation – Enforcer GHG17 Cummins L9 Engine

Pierce Manufacturing, Inc. certifies that the GHG17 Cummins L9 Engine as installed in an Enforcer chassis meets the engine installation requirements of the engine manufacturer, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce engine design standards.

Validation testing was conducted in the Pierce wind tunnel chassis dynamometer and cooling test laboratory. Test results have been reviewed and accepted by representatives of the engine supplier.

Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 5, 2017
Certification Document CD0158
Engine Installation – Saber FR GHG17 Cummins L9 Engine

Pierce Manufacturing, Inc. certifies that the GHG17 Cummins L9 Engine as installed in a Saber FR chassis meets the engine installation requirements of the engine manufacturer, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce engine design standards.

Validation testing was conducted in the Pierce wind tunnel chassis dynamometer and cooling test laboratory. Test results have been reviewed and accepted by representatives of the engine supplier.

Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 5, 2017
THE LEGACY GROWS.

Proven reliability returns. The Pierce® Enforcer™ chassis is more capable than ever. With TAK-4® independent front suspension, your choice of two powerful engines and Pierce’s exclusive Command Zone™ multiplexed electrical system, the Enforcer performs like never before.

Plus you can take advantage of significant improvements in visibility, space, ergonomics, and serviceability.

**Visibility & Space**
- Exceptional visibility is achieved through a large, bonded, single-piece, wrap-around windshield
- The smaller engine tunnel is lower & more contoured for increased occupant space, particularly up front for the driver & officer
- The forward roof design offers a cathedral ceiling feel with increased frontal visibility & more configurable space

**Ergonomics**
- Exterior door handles are functionally designed for a firefighter’s gloved hand
- The steps are lower to the ground & offset to function like a stair step, making it easier for firefighters to enter & exit the cab
- The console & metal overhead switch panel are ergonomically designed for maximum convenience & comfort, keeping all of the gauges & switches within easy reach of the driver

**Serviceability**
- Easy access to the defroster & wiper motors through removable officer-side panels
- Power distribution relocation provides more interior space & fewer harnesses in the frame & up through the cab for easier servicing
- Built-in wire raceways throughout the cab reduce the chance of wire chafing & make it easier to service or add cab harnesses & wiring

**Maneuverability**
- Maximum 50 degree cramp angle & 15 degree angle of approach for improved maneuverability in those tight areas & challenging situations

---

**Specifications**

| Engine | Cummins L9 or Detroit Diesel DD13 |
| Engine Horsepower | 370 – 525 hp |
| Transmission | Allison 3,000 EVS, 4,000 EVS, or 4,500 EVS |
| Alternator | 270 – 430 amp |
| Front GAWR (maximum) | 48,000 lb |
| Front Axle Suspension | Leaf or TAK-4® |
| Cramp Angle (maximum) | 50° |
| Rear GAWR (maximum) | 48,000 lb |
| Rear Axle Suspension | Leaf, rubber, air, TAK-4, or TAK-4 T3™; single or tandem |
| Frame Rail | 10.25” |
| Cab Width | 96” |
| Cab Length | 60”, 70”, or 84” |
| Cab Roof Style | Flat or raised (10” or 24”) |
| Seating Capacity | 8 |
| Doors | Barrier or full height |
| Side Roll Protection | Default |
| Frontal Air Bags | Default |
| Electrical System | Hard wired or Command Zone™ |

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We Deliver.
At Global Emergency Products, we are proud and honored to be able to provide you with the best performing fire apparatus — but it doesn’t stop with the delivery.

Superior Service is paramount to the Global experience. We understand what you expect when the heat is on and there is no room for failure. Pierce provides you the best design and engineering. Global provides you the best expertise and service! Together we can’t be beat!

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CUSTOM CHASSIS

The chassis is the foundation which determines how you ride, handle, stop and set-up at the scene. Pierce devotes the highest level of attention to every detail on every chassis they build. The result is a chassis that sets the standard for reliability, durability, ergonomics and advanced technology.

Each new chassis is put through thousands of hours of rigorous testing in the most extreme conditions before it goes into service.

It's no mystery why more firefighters rely on a Pierce chassis than any other.
You need a truck that is ready to go with years of experience built into every feature. You want the operation to be simple but powered by sophisticated design.

The Contender® by Pierce has the options for you to get the job done. There are no compromises with this apparatus or with the service you will receive from Global.

Choose from a range of custom and commercial pumper tankers, rescues, wildland trucks and mini-pumpers. Let our knowledgeable sales professionals spec a Contender® that fits the requirements of your department and community.

Fire departments told Pierce to build a first response vehicle that's easy to use, safe to operate, offers more compartment space, all built into a rig that is user-friendly. Units are in stock and ready for immediate delivery!
Simply the Best!
IN ILLINOIS & INDIANA

What makes the difference at Global? We understand that you have many choices in fire apparatus. When you choose Pierce you're not only getting the highest quality and dependable equipment, but you're also getting a team of support professionals. Your satisfaction with the total Pierce experience is our highest priority.

Our service staff and facilities are the absolute best in the industry - without question. Everything we do is geared to enhancing your performance in the field and providing the highest level of safety possible.

Authorized Factory Service
3 CONVENIENT LOCATIONS

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Aurora, IL 60505
800-582-8818

INDY / WHITESTOWN, IN
4212 Perry Blvd
Whitestown, IN 46075
800-382-9788

WASHINGTON, IL
311 Peoria Street
Washington, IL 61571
800-582-8818

visit www.gep3.com
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Community Development Director
      Paul Zalmezak, Economic Development Division Manager
      Paulina Martínez, Economic Development Specialist

Subject: Change Order for RFP 18-51 Central Street SSA Feasibility Study

Date: September 9, 2019

Recommended Action:
Staff recommends City Council approval for the change order to the Teska Associates contract for RFP 18-51 Central Street SSA Feasibility Study in the amount of $9,755.60.

Funding Source:
Staff recommends utilizing the Business District Improvements funding source (Account 100.21.5300.65522). For FY 2019 $150,000 was allocated to this fund. As of today, the fund has a remaining balance of $91,607.53.

Summary:
On November 12, 2018, City Council approved a contract with Teska Associates to conduct a feasibility study for the creation of a special service area (SSA) along Central Street and Green Bay Road. The contract amount was $24,035.

During the community engagement process, additional work had to be performed by the consultant, due to the separation of the district, as requested by residential units to be excluded from the SSA's proposed boundaries. Instead of one proposed SSA, the recommendation is now to create two separate SSAs. The additional work amounts to $9,755.60.

Attachment:
Teska Associates Budget Amendment Request Memo
AUGUST 2, 2019

TO: PAULINA MARTINEZ AND PAUL ZALMEZAK, CITY OF EVANSTON
FR: SCOTT GOLDSTEIN, TESKA ASSOCIATES
RE: BUDGET AMENDMENT REQUEST

Since December 2018 we have been pleased to work with both of you and Central Street businesses on a feasibility study for the establishment of a Central Street Special Service Area. Over the course of the process we have:

- Developed a web site and related materials
- Held six meetings with the local businesses
- Canvassed Central Street businesses twice
- Held two well-attended community meetings
- Presented at 7th Ward Meeting
- Developed a database and model to project revenues for the SSA
- Coordinated with Downtown Evanston and Main Dempster Mile
- Completed the Feasibility Study

On Wednesday, July 31 the Central Street SSA Feasibility Study Steering Committee voted to adopt the Feasibility Study and recommend that the City of Evanston establish two SSA’s, one for West Central Street and one for East Central Street.

As you are aware, opposition from condominium owners resulted in two steps in order to achieve the goal for the project: first, removing the residential blocks from the SSA and thereby creating two proposed SSA districts, and second, removing upper story condominium units from the proposed SSAs. Neither had a substantive impact on forecasted revenues but did require substantially more steps to be taken.

As we have discussed, this required additional work by Teska and its subcontractor Dynasty Engineering which will be completing the legal descriptions. As detailed on the attached Amended Budget, the total cost for the additional scope of work was $5,420 for Teska Associates and $3,000 for Dynasty Engineering to prepare two legal descriptions, rather than one, and verify the excluded upper-story PINS.

We would note that this amount excludes an additional 22 hours of work that Teska Associates is providing in-kind that has been expended on additional outreach. The additional expense of $3,050 is being provided in-kind to the City, as we had made the commitment to provide additional outreach to see this project through.

We have also itemized the costs for the first printing and mailing, which were $635.60, and have estimated the second printing and mailing to be $700. These were always shown as additional items as the cost may vary.

The total costs for the amended scope plus mailing/Printing expenses is $9,755.60.

Thank you for consideration of this request. I can be reached at sgoldstein@teskaassociates.com or (847) 563-9724 if you have any questions.
<table>
<thead>
<tr>
<th>ORIGINAL BUDGET</th>
<th>Principal</th>
<th>Associate</th>
<th>Total Cost to Complete Task</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sect. 1 Special Service Area Feasibility Study</strong>: Work with the City of Evanston's Economic development staff and neighborhood merchant groups to study feasibility of Special Verify preliminary property inventory work already completed by City staff and conduct fieldwork to determine appropriateness for inclusion in special service area</td>
<td>8 155 8 125</td>
<td>2,240</td>
<td>2,490</td>
</tr>
<tr>
<td>Development of list of appropriate properties for inclusion in Special Service Area</td>
<td>8 155 10 125</td>
<td>2,490</td>
<td>2,490</td>
</tr>
<tr>
<td>Coordinate with City and business association to finalize SSA</td>
<td>6 155 6 125</td>
<td>1,680</td>
<td>1,680</td>
</tr>
<tr>
<td>Establish initial budget for Special Service Area</td>
<td>6 155 6 125</td>
<td>1,680</td>
<td>1,680</td>
</tr>
<tr>
<td>Establish Special Service Area governance and management plan in coordination with business association</td>
<td>6 155 8 125</td>
<td>1,930</td>
<td>1,930</td>
</tr>
<tr>
<td>Convene one public meeting to present results of feasibility study</td>
<td>6 155 6 125</td>
<td>1,680</td>
<td>1,680</td>
</tr>
<tr>
<td>(Optional - only if necessary) Additional public meeting</td>
<td>4 155 4 125</td>
<td>1,120</td>
<td>1,120</td>
</tr>
<tr>
<td><strong>TOTAL COST FOR SPECIAL SERVICE AREA FEASIBILITY STUDY</strong></td>
<td>44 $155 48 $125</td>
<td>$12,820</td>
<td>$12,820</td>
</tr>
<tr>
<td><strong>Sect. 2 Special Service Area Designation Coordination</strong>: Coordination of the Special Service Area designation. Tasks include the Development of legal description of Special Service Area</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Development of statement of proposed Special Service Area</td>
<td>6 155 6 125</td>
<td>1,680</td>
<td>1,680</td>
</tr>
<tr>
<td>Creation/Finalize budget for services and proposed tax rate</td>
<td>6 155 2 125</td>
<td>1,180</td>
<td>1,180</td>
</tr>
<tr>
<td>Development of Special Service Area designation in coordination with City of Evanston Law Department</td>
<td>4 155 125</td>
<td>620</td>
<td>620</td>
</tr>
<tr>
<td>Development of Special Service Area Ordinance establishing levy in coordination with the City of Evanston Law Department</td>
<td>4 155 125</td>
<td>620</td>
<td>620</td>
</tr>
<tr>
<td>Convene required public meeting for Special Service Area Designation; tasks include:</td>
<td></td>
<td>1,370</td>
<td>1,370</td>
</tr>
<tr>
<td>- Development of public hearing notice</td>
<td>155 2 125</td>
<td>250</td>
<td>250</td>
</tr>
<tr>
<td>- Create list of recipients for public hearing (owner and taxpayer of record)</td>
<td>2 155 6 125</td>
<td>1,060</td>
<td>1,060</td>
</tr>
<tr>
<td>- Develop public hearing meeting notice for newspaper</td>
<td>155 1 125</td>
<td>125</td>
<td>125</td>
</tr>
<tr>
<td>- Mail public hearing notice</td>
<td>155 4 125</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>- Develop and deliver presentation at public hearing</td>
<td>2 155 125</td>
<td>310</td>
<td>310</td>
</tr>
<tr>
<td><strong>TOTAL COST FOR SPECIAL SERVICE AREA DESIGNATION</strong> (Total)</td>
<td>28 $155 27 $125</td>
<td>$11,215</td>
<td>$11,215</td>
</tr>
<tr>
<td><strong>TOTAL COST FOR SCOPE OF SERVICES</strong></td>
<td></td>
<td></td>
<td><strong>$24,035</strong></td>
</tr>
</tbody>
</table>

**PRICE/COST FORM**

Principal Associate Total Cost

743 of 1253
<table>
<thead>
<tr>
<th>BUDGET AMENDMENT</th>
<th>Principal Total</th>
<th>Principal Hourly</th>
<th>Associate Total</th>
<th>Associate Hourly</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional outreach and meetings with businesses</td>
<td>8</td>
<td>155</td>
<td>6</td>
<td>125</td>
<td>1,990</td>
</tr>
<tr>
<td>Additional maps for two districts</td>
<td>155</td>
<td>6</td>
<td>125</td>
<td></td>
<td>750</td>
</tr>
<tr>
<td>Removal of upper-story condominium PINS</td>
<td>155</td>
<td>6</td>
<td>125</td>
<td></td>
<td>750</td>
</tr>
<tr>
<td>FAQ in response to questions from community</td>
<td>155</td>
<td>4</td>
<td>125</td>
<td></td>
<td>500</td>
</tr>
<tr>
<td>Metrics for web site and meeting</td>
<td>155</td>
<td>4</td>
<td>125</td>
<td></td>
<td>500</td>
</tr>
<tr>
<td>Updates to model based on two districts and two rounds of removal of PINS</td>
<td>6</td>
<td>155</td>
<td>125</td>
<td></td>
<td>930</td>
</tr>
<tr>
<td>Second legal description - Dynasty Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,000</td>
</tr>
<tr>
<td><strong>TOTAL COST FOR AMENDED DISTRICTS</strong></td>
<td>14</td>
<td>930</td>
<td>26</td>
<td>750</td>
<td><strong>8,420</strong></td>
</tr>
</tbody>
</table>

**MAILING EXPENSES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>First printing and mailing</td>
<td>$635.60</td>
</tr>
<tr>
<td>Second printing and mailing (estimated)</td>
<td>$700</td>
</tr>
<tr>
<td><strong>Total printing and mailing expenses</strong></td>
<td><strong>$1,335.60</strong></td>
</tr>
</tbody>
</table>

**TOTAL AMENDMENT + MAILING/PRINTING**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total amendment + mailing/Printing</strong></td>
<td><strong>$9,755.60</strong></td>
</tr>
</tbody>
</table>

**TOTAL BUDGET INCLUDING PRINTING AND MAILING**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total budget including printing and mailing</strong></td>
<td><strong>$33,790.60</strong></td>
</tr>
</tbody>
</table>
Memorandum

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

From: Honorable Mayor Stephen H. Hagerty

Subject: Resolution 93-R-19, Authorizing the Execution of an Employment Contract with Erika Storlie to Serve as Interim City Manager for the City of Evanston

Date: September 17, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 93-R-19, authorizing the execution of an employment contract with Erika Storlie to serve as Interim City Manager for the City of Evanston. On September 16, 2019, the City Council met in Executive Session to discuss, review and approve the terms of the contract.

Summary:
Friday, September 27, 2019 will be City Manager Wally Bobkiewicz’s last day with the City of Evanston before he becomes the City Administrator for Issaquah, Washington. Erika Storlie has been Assistant City Manager since January, 2018 and previously acted as Deputy City Manager for five years. As interim, she will assume all roles and responsibilities of the City Manager position.

Some of the contract details include, but are not limited to:
1. The agreement shall be effective September 24, 2019 and shall terminate on midnight, September 24, 2020, or when a permanent City Manager is hired. Parties may extend the term of this agreement in writing.
2. Compensation will be $168,000 plus a 15% temporary duty assignment (TDA).
3. Employee shall be provided the compensation and benefits offered to all other department heads as provided for in the Exempt Management Compensation Program.
4. If employment is terminated by action of the City, Storlie shall receive severance in the amount of three (3) months of base salary.
5. If Storlie leaves voluntarily, she will be entitled to compensation for unused vacation days.

Attachments:
Resolution 93-R-19 with contract
A RESOLUTION

Authorizing the Execution of an Employment Contract with Erika Storlie to Serve as Interim City Manager for the City of Evanston

WHEREAS, on August 13, 2019, Wally Bobkiewicz, City Manager, submitted his resignation as City Manager for the City of Evanston and his last date of employment is September 27, 2019; and

WHEREAS, on September 9, 2019, the City Council approved the appointment of Erika Storlie to be the Interim City Manager, subject to negotiation and approval of an employment contract; and

WHEREAS, it is in the best interest of the City of Evanston to execute an employment agreement to govern the terms of the Interim City Manager during the time that the City is conducting a nationwide search for a new City Manager,

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

SECTION 1: The City Council of the City of Evanston hereby authorize the employment agreement for Erika Storlie, to serve as Interim City Manager. Attached hereto as Exhibit 1 is a copy of the agreement and incorporated herein by reference.

SECTION 2: The City Council authorizes the Mayor, Stephen H. Hagerty, to execute the employment agreement and the City Clerk, Devon Reid, to attest to the agreement.
SECTION 3: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 4: Resolution 93-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:

_______________________________
Michelle Masoncup, Corporation Counsel

Adopted: __________________, 2019
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and is effective as of September 24, 2019 ("Effective Date"), by and between the CITY OF EVANSTON, a municipal corporation (hereinafter referred to as “City”), and ERIKA STORLIE (hereinafter referred to as “Storlie” or “Employee”), with reference to the following facts:

RECITALS

WHEREAS, prior to the Effective Date, Storlie was employed by the City as the City’s Assistant City Manager ("ACM"). As the ACM, Storlie was entitled to the benefits afforded management employees under the Exempt Management Compensation Program; and

WHEREAS, the City Council is desirous of employing Storlie to act as and perform the duties of the Interim City Manager; and

WHEREAS, Storlie is agreeable to performing the duties of Interim City Manager under the terms and conditions of this Agreement. and

WHEREAS, the City has adopted an ordinance establishing the City Manager form of government in the City of Evanston and setting forth the duties and responsibilities of the City Manager; and

WHEREAS, it is the desire of the City and Storlie to enter into an Employment Agreement concerning compensation, benefits, terms and conditions of her employment as the Interim City Manager and to serve the following purposes:

A. To retain Storlie to perform services in a professional manner and to provide her compensation and employment benefits which will induce Storlie to remain in the employment of the City as Interim City Manager for the period of time specified herein;
B. To assure Employee that, except as provided hereinafter, upon her termination as Interim City Manager, she shall return to the performance of her duties as the Assistant City Manager earning the same salary and enjoying the same benefits she would have earned and enjoyed, respectively, had she remained employed as the ACM during the term of this Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGREEMENT

1. EMPLOYMENT
   City hereby employs the Employee, and the Employee hereby accepts employment with the City in the position of Interim City Manager, on the terms and conditions and for the compensation herein set forth.

2. SCOPE OF DUTIES AND SERVICES
   Under the terms and conditions of this Agreement, Employee shall personally provide all the services and duties ordinarily performed by the City Manager for the City under the direction and control of the City Council and as set forth in the Evanston Municipal Code and other applicable, written policies and rules. Among other things, Employee has the authority to interview, hire and fire employees, and direct the workforce subject to the specific limitations set forth in the Evanston Municipal Code. Employee shall perform her obligations and responsibilities diligently within the time parameters indicated by the City Council, applying the highest degree of professionalism, ethics, integrity and competency to the discharge of every aspect of her obligations.

3. TERM
   The term of this Agreement shall begin on the Effective Date and shall terminate on midnight, September 24, 2020 ("Expiration Date"); provided, however, that this Agreement may be terminated prior to said Expiration Date in accordance with the terms and conditions of this Agreement. Under no circumstances shall this Agreement be effective after the Expiration Date unless the parties agree in
writing to extend this Agreement under terms and conditions mutually satisfactory to the parties.

4. COMPENSATION

For the services to be provided pursuant to this Agreement, Employee shall receive the following compensation and benefits:

a. Compensation. Employee shall be paid her current annual base salary of one hundred sixty eight thousand dollars ($168,000) plus a 15% temporary duty assigned (TDA). Employee’s base salary shall be increased by the same percentage and at the same time any discretionary across-the-board increase is granted to the City’s exempt management employees (“management employees”) covered by the Exempt Management Compensation Program. Employee’s salary shall be payable in installments at the same time as other management employees of the City and in accordance with established City procedures.

b. General Benefits. Except as may be otherwise provided herein, Employee shall be provided the compensation and benefits offered to all other department heads as provided for in the Exempt Management Compensation Program. As used herein, benefits include but are not necessarily limited to, vacation, sick leave, holidays, retirement, health insurance, dental insurance, car allowance and life insurance.

5. REINSTATEMENT AS ASSISTANT CITY MANAGER

Notwithstanding anything to the contrary stated herein, during the term of this Agreement, Employee shall return to the position of and be reinstated as the ACM, or reinstated to another senior management level position within the City of Evanston at the same salary and benefits prior to the Interim City Manager role. when a permanent City Manager is hired. Upon her reinstatement as the ACM or reinstatement to a different position within the City of Evanston, she shall enjoy those benefits set forth in and be subject to the terms and conditions of the Exempt Management Compensation Program.

a. In the event that Employee returns to the position of and is reinstated as the ACM for any reason hereunder, Employee’s salary and benefits shall
be adjusted to match that which would have been in effect at the time she is so reinstated had she not entered into this Agreement and had, during the term of this Agreement, retained and performed the duties of her position as ACM. Any benefits or rights that she enjoyed as the Interim City Manager shall terminate upon her resumption of her ACM position.

6. TERMINATION AND RESIGNATION

 Unless sooner terminated hereunder, Employee’s employment as the Interim City Manager shall terminate on the Expiration Date. However, the parties may extend the term of this Agreement if, prior to the Expiration Date, the parties renew or extend this Agreement in writing. Except as is provided hereinafter, upon the City Council’s termination of Employee’s employment as Interim City Manager or immediately following the Expiration Date without this Agreement having been renewed or extended as aforesaid, Employee shall have the right and option to be reinstated to the position of ACM or reinstated to another senior management position with the same salary and benefits of the ACM.

   a. If Storlie’s employment is terminated by action of the City prior to appointment of the new City Manager, Storlie shall receive a lump sum of cash payment in the amount of three (3) months of base salary. In addition, the City will continue all of Storlie’s health benefits, including dependents, for a period of nine (9) months following termination. If Storlie leaves voluntarily, she will be entitled to compensation for accrued and unused vacation days, floating holidays, and sick days (up to 35 days), but she shall not receive any severance pay. Severance shall not be paid if it is determined by the City Council that termination is required by reason of the willful breach or habitual neglect of the duties that Storlie is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude.

   b. In the event Employee voluntarily resigns, she shall provide the city with 60 days notice in advance unless all parties otherwise agree. In said event, the City shall not be required to pay described severance benefit but shall pay accrued vacation and sick leave per the Exempt Management Compensation Program.
7. NOTICE

Notice pursuant to this Agreement shall be given by depositing said notice in the custody of the United States Postal Services, postage prepaid, certified mail return receipt requested, addressed as follows:

City of Evanston
Attn: Mayor
2100 Ridge Avenue
Evanston, IL 60201

Erika. Storlie
2100 Ridge Avenue
Evanston, IL 60201

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunge net or judicial modification of the invalid provision.

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by the City and Storlie.
IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this _____ day of September, 2019.

Erika Storlie

Sign: ______________

CITY OF EVANSTON

By: ____________________

Mayor Steve Hagerty

ATTEST:

_____________________

City Clerk, Devon Reid
Memorandum

To: Honorable Mayor and Members of the City Council

From: Michelle L. Masoncup, Corporation Counsel
       Victoria Benson, Deputy City Attorney

Subject: Resolution 86-R-19, Adopting Outside Counsel Litigation Procedures and Billing Guidelines

Date: September 17, 2019

Recommended Action:
City staff recommends City Council adoption of Resolution 86-R-19, to approve Outside Counsel Litigation Procedures and Billing Guidelines.

Summary:
The proposed litigation procedures and billing protocol for outside counsel will assist the City with ensuring that it receives high quality service and set expectations for rates to be assessed. These guidelines are not intended to dictate outside counsel’s use of independent professional judgment or duties as an advocate for the City. Prior to signing the engagement letter, the outside counsel will be provided a copy of the guidelines. The guidelines will commence on January 1, 2020 for any outside counsel retained.

The Law Department reviewed outside counsel guidelines from the following entities to develop the proposed guidelines that are presented for your review and approval:

- Hartford Insurance
- IRMA (Intergovernmental Risk Management Agency)
- City of Chicago
- CNA
- Office of the Attorney General for the State of New Jersey
- University of California
- New York University

Attachments:
Resolution 86-R-19
Outside Counsel Litigation Procedures and Billing Guidelines
86-R-19
A RESOLUTION
Adopting Outside Counsel Litigation Procedures and Billing Guidelines

WHEREAS, outside counsel are engaged from time to time by the City of Evanston for purposes of handling specific legal matters and litigation cases; and

WHEREAS, there exists a need to formalize the litigation procedures and billing guidelines for outside counsel to set the rates assessed, expectations with outside counsel, and procedures for review of work; and

WHEREAS, the City Council desires to set forth guidelines and procedures for retaining outside counsel in order manage litigation cases and expenses efficiently,

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

SECTION 1: The City Council hereby adopts the City of Evanston Outside Counsel Litigation Procedures and Billing Guidelines, which are attached as Exhibit 1 and incorporated herein by reference.

SECTION 2: That this Resolution 86-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

LITIGATION PROCEDURES BILLING GUIDELINES
OUTSIDE COUNSEL
LITIGATION PROCEDURES AND
BILLING PROTOCOL

I. INTRODUCTION

Set forth herein are guidelines that apply to all outside counsel retained by the City of Evanston ("City") through the Law Department. These guidelines are intended to ensure that Outside Counsel afford the City the high-quality service to which the City is entitled and account for their work in a professional and transparent manner, while at all times remaining mindful of the necessity of conserving public resources. Nothing in these guidelines is intended to restrict Outside Counsel's exercise of independent professional judgment or duties as an advocate in rendering legal services to the City or to otherwise interfere with any ethical directive governing the conduct of counsel.

These guidelines are effective for all work performed beginning in January 1, 2020, superseding any previously issued guidelines, and, unless exceptions are approved in writing, constitute the guidelines under which Outside Counsel is engaged. Should a conflict arise between these guidelines and previous guidelines, these guidelines will prevail.

Outside Counsel will be given a copy of these guidelines at time of retention for review and acceptance, and will be expected to know and strictly adhere to these guidelines and to require that any colleagues, support personnel or third party vendors also participating in assigned matters (e.g., timekeepers, billing staff who create invoices) do so as well. The City reserves the right to amend these guidelines at any time, providing written notification to outside counsel within 30 days of any substantive changes becoming effective.

II. ASSIGNMENT OF MATTERS

A. Selection of Outside Counsel

The Corporation Counsel has the authority and discretion to engage Outside Counsel, with notice to City Council and City Manager, on
particular matters as a means of assisting and augmenting the City’s legal staff and thereby facilitating the discharge of the Corporation Counsel's duty to conduct all the law business of the City.

If a matter is to be sent to Outside Counsel, the Corporation Counsel determines which Outside Counsel to engage, taking into account certain factors that bear upon the likelihood of advancing the City’s interests and ultimately achieving the desired outcome. These factors include, but are not limited to:

- whether the prospective Outside Counsel under consideration have previously been engaged by the City and, if so, the quality and cost-effectiveness of Outside Counsel’s prior performance;
- the expertise of the prospective Outside Counsel; the reputation of the prospective Outside Counsel within the legal community;
- the relevant experience of the prospective Outside Counsel before any court or other tribunal or body involved; and
- the prospective Outside Counsel’s knowledge and understanding of the City and the particular client department at issue.

Prospective Outside Counsel who might be strong candidates for an engagement under these factors must also accept the City’s fee restrictions, including caps on maximum hourly rates for attorneys and paralegals, and not have any conflicts of interest precluding them from taking on the engagement.

The City requires the undivided loyalty of its Outside Counsel and expects Outside Counsel to avoid actual and potential conflicts of interest. A request that the City waive a conflict should be directed to the Corporation Counsel. Outside Counsel must investigate potential conflicts of interest before beginning work on a matter and must inform the Corporation Counsel of any potential or actual conflicts of interest as soon as Outside Counsel becomes aware of them. The City will not reimburse Outside Counsel for the time or cost of a conflicts check. Unless Outside Counsel specifically raises a conflict of interest, and the Corporation Counsel acknowledges and waives the conflict in writing, where appropriate, Outside Counsel will fully reimburse the City for additional costs subsequently incurred due to such conflict, including, where appropriate, the cost of substitute counsel becoming familiar with the matter.

B. Method of Assignment

Outside Counsel will receive a letter from the Corporation Counsel stating the case assignment, briefly outlining the facts, and the City’s initial impressions. Outside Counsel may begin work pursuant to oral retentions; the retention letter will follow shortly thereafter. Outside Counsel is to respond to the assignment within three (3) business days with a written
acknowledgement of the assignment confirming there is no conflict of interest. If Outside Counsel is retained to represent more than one City employee in a case and an actual or potential conflict of interest arises, Outside Counsel must advise the Corporation Counsel of the conflict as soon as possible so that separate counsel can be retained.

C. Decision making authority

Outside Counsel will have primary responsibility for handling assigned matters in accordance with these guidelines and shall be responsible for complying with all court or other dates, responding promptly to discovery, correspondence and so forth, and generally responsible for the proper handling of the assigned matter. However, the City, through its Corporation Counsel, remains responsible for making all substantive decisions in those matters. Outside Counsel and the Law Department will work closely to manage the litigation of the matter.

Outside Counsel should communicate directly with the Corporation Counsel or his/her designee regarding any aspect of an assigned matter. The Corporation Counsel will determine how Outside Counsel should proceed. For example, Outside Counsel should consult with the Corporation Counsel or his/her designee regarding the various aspects of assigned cases so that Outside Counsel and the City can jointly determine whether, for example, a particular research project is necessary or a particular deposition makes sense from an economic standpoint.

The City does not authorize Outside Counsel to comment publicly on City matters or to issue any statements or press releases in connection with any matter of engagement for the City, without the express advance consent of the City. Outside Counsel should refer to the Corporation Counsel all media inquiries.

III. REPORTING REQUIREMENTS

A. Upon receipt of a new case, but in no event later than 30 days after receipt of the assignment, Outside Counsel shall submit its initial written case assessment. The initial case assessment should include a summary of the allegations in the complaint, the factual basis for the litigation, Outside Counsel's review of the complaint with the client or Department contact as applicable, as well as the results of any preliminary investigation into the allegations and research. A tentative “theory of the case” should be established addressing liability defenses, loss causation, preliminary damage estimates, likelihood of third party recovery, and potential verdict range. Any matters of immediate concern or information that may result in the early resolution of the case should be addressed at
this time. Outside Counsel should also identify all attorneys and other personnel assigned to the matter.

B. No later than 90 days after receipt of a new case, Outside Counsel shall submit its Initial Litigation Plan. The litigation plan should identify the key factual and legal issues needing resolution, the key depositions, discovery, experts, and motions needed to further their resolution, an estimation of the completion date for each activity, as well as an estimated timeline for the disposition of the assigned matter. The litigation plan should also provide a brief bio about the judge (e.g., disposition to grant summary judgment, reversal rate, etc.) as well as the bio for all contemplated experts (whether consulting or testifying). Outside Counsel shall update the Initial Litigation Plan whenever there is substantial change to the original report.

C. Outside Counsel shall provide regular status reports identifying all significant developments as they occur, including emerging facts, shifting claims or strategies, and other changes in an assigned matter. These reports may also include summaries of depositions, witness interviews, dispositive motions and pre-trial activities. Any report should also provide upcoming scheduled or planned events that are expected to occur. The length of time between status reports will not exceed 90 days.

D. Outside Counsel should immediately report any scheduled dates for settlement discussion, mediation, arbitration or trial, any results of hearings, motions or appeals, amendments to pleadings, change in venue or judge, discovery “surprises” and “hot” documents.

E. Written and verbal communication by Outside Counsel should include a continuing evaluation of potential liability, an ongoing assessment of the amount of damages and causation, and an evolving plan for resolving the case in a timely and cost-effective manner.

F. If it is anticipated that the case will proceed to trial, Outside Counsel will provide a Trial Evaluation Report at least 60 days prior to the scheduled trial date. The report should detail the issues and analyze those issues, including any potential benefits or risks to proceeding to trial. The report should also include information about the venue, opposing counsel, judge, jury venire, pretrial motions, jury instructions, and verdict form.

G. Within 10 days of the conclusion of a trial, Outside Counsel will provide a Post-Trial Report analyzing any potential arguments for post-trial motions or appeals. The report should provide a detailed explanation of the trial result as well as any issues for post-trial motion or appeal available to all parties. The report should also include an evaluation of the probability of success, strategic recommendations, applicable deadlines for filing,
whether additional or different appellate counsel should be engaged, and anticipated costs.

H. Within 45 days of the conclusion of a lawsuit, Outside Counsel shall submit a closing report and their final bill.

IV. CASE PREPARATION AND TRIAL

A. Outside Counsel will work toward the successful handling of all litigated files with the assistance and consultation of the Law Department. It is the City’s expectation for Outside Counsel to proactively handle all matters. Legal services should be directed towards collecting necessary information about the assigned matter as quickly as possible, then making a realistic evaluation of the matter with an appropriate case handling plan.

B. The need for and number of depositions and other forms of discovery will be discussed with the Corporation Counsel or his/her designee and should be scheduled and completed as soon as possible.

C. Outside Counsel must consult with the Corporation Counsel or his/her designee prior to retaining or incurring expenses for outside experts, consultants, investigators, etc.

D. Outside Counsel shall not travel out of state for depositions or other discovery or any other purpose without the prior written authorization of the Corporation Counsel or his/her designee. Request for authorization for such trips shall be submitted for approval as set forth herein.

E. Outside Counsel shall not stipulate to liability on any case without previous written approval from the Corporation Counsel.

F. Outside Counsel must send to the Corporation Counsel or his/her designee all significant documents that Outside Counsel intends to provide to, or file with, a court or a government agency that may potentially affect the final disposition of a matter (e.g., motion to dismiss, motion for summary judgment, mediation submission), with enough lead-time to allow a meaningful review. In general, Outside Counsel should send such document(s) at least 72 hours before it is to be filed. Outside Counsel should also send to the Corporation Counsel or his/her designee copies of such document(s) after they have been filed.

G. Outside Counsel shall not waive a jury trial without previous written approval from the Corporation Counsel.

H. Outside Counsel may not enter into any settlement negotiations or settlements without prior approval of the Corporation Counsel. Outside
Counsel must immediately convey any settlement demands or other such similar overtures. The Corporation Counsel will consult with the appropriate City officials and will authorize settlement, if appropriate. Outside Counsel may be requested to consult with or otherwise accompany the Corporation Counsel during meetings with appropriate City officials to discuss settlement. Any settlement is contingent on approval by the City Council and this fact should be communicated during any settlement negotiations. Where liability is apparent (including exposure to statutory attorneys’ fees), early settlement frequently is the preferred course. Outside Counsel is responsible for assessing liability exposure as soon as practicable and for recommending timely resolution strategies.

I. No case should go to trial without the final approval of the Corporation Counsel.

J. It is expected that the specific attorney(s) with whom the engagement is established shall try the case unless otherwise approved, in writing, by the Corporation Counsel or his/her designee. Outside Counsel must identify the attorney(s) or other staff who will be present at counsel table during the trial of the assigned matter, including the designation of the lead trial attorney. It is expected that the lead trial attorney will be the attorney who has been primarily responsible for handling the assigned matter. Outside Counsel’s assignment of trial attorneys is subject to Corporation Counsel's approval. In most cases, the use of a third chair at trial will be at Outside Counsel’s expense; however, in particularly complex litigation, Outside Counsel may use a third chair at the expense of the City upon previous written approval of the Corporation Counsel or his/her designee.

K. Outside Counsel should provide daily trial reports to the Corporation Counsel or his/her designee. Daily trial reports may be made via email or telephone.

L. Outside Counsel shall obtain authorization from the Corporation Counsel before any appeal is taken from a trial court order, verdict or judgment.

V. STAFFING

When it retains outside counsel, the City expects that the specific attorney(s) with whom the engagement is established will be directly and intimately involved in the assigned matter throughout its course. Unless otherwise approved by the Corporation Counsel, no more than three lawyers and one paralegal should be assigned to a City matter. Outside Counsel may not assign additional attorneys or paralegals to any City matter without prior approval from the Corporation Counsel. The City understands that other attorneys may occasionally have to work on a case because of vacations,
illnesses, schedule conflicts, job departures, etc. The City will not consider time expenditures for attorneys or paralegals who were not previously approved where their work on a file is greater than 10% of the total Outside Counsel time on an assigned matter. Invoices containing charges for unknown timekeepers will be rejected. Charges by new timekeepers without prior approval may be disallowed. The time of summer associates and other temporary legal staff shall not be billed without prior approval of the Corporation Counsel.

VI. BILLING

A. Setting of rates:

<table>
<thead>
<tr>
<th>Case Category</th>
<th>Attorney Billable Rate:</th>
<th>Paralegal Billable Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Litigation (auto accident,</td>
<td>$185.00/hr.</td>
<td>$90.00/hr.</td>
</tr>
<tr>
<td>premises liability, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Litigation</td>
<td>$195.00/hr.</td>
<td>$95.00/hr.</td>
</tr>
<tr>
<td>Employment Litigation</td>
<td>$215.00/hr.</td>
<td>$100.00/hr.</td>
</tr>
<tr>
<td>Labor</td>
<td>$250.00/hr.</td>
<td>$120.00/hr.</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>$137.50/hr.</td>
<td>$60.00/hr.</td>
</tr>
<tr>
<td>Transactional</td>
<td>$185.00/hr.</td>
<td>$90.00/hr.</td>
</tr>
</tbody>
</table>

Requests for adjustments of hourly rates should be directly raised with the Corporation Counsel and will be approved only in writing.

B. Submission of a budget:

No later than 90 days after receipt of a new case, Outside Counsel shall submit its Initial Litigation Budget. The budget should include expected legal costs for the matter up to and including trial, including potential expert or consultant fees and travel costs. The budget must specifically include the work that Outside Counsel will perform and the estimated cost for each task or phase, considering the time, effort and rate of the timekeepers on the matter. If e-discovery and/or document management systems or processes are contemplated, a precise description of the system, process or vendors, together with expected costs, should be identified. Outside Counsel shall update the Initial Litigation Budget
whenever there is substantial change to the original budget. An annual budget is required for each subsequent year an assigned matter is active.

The Corporation Counsel or his/her designee will review and approve all budgets. Invoices on matters without these approved budgets will be rejected. The City places significant reliance on cost estimates and expects Outside Counsel to prepare them with care. Outside Counsel are expected to stay within their budgets absent truly unforeseen or exceptional circumstances. Fees and expenses may not exceed the budgeted amount without prior approval from the Corporation Counsel, and invoices exceeding the approved budget will be rejected. If it appears that Outside Counsel may exceed the budget on a particular matter, Outside Counsel must immediately notify the Corporation Counsel or his/her designee, provide a written explanation for the prospective variance, and obtain the approval of the Corporation Counsel for the enlarged budget. If a staffing change affecting the budget should occur, Outside Counsel should update the budget and notify the Corporation Counsel or his/her designee in writing of the staffing change. Please note that the City will not pay for time spent in preparing budgets or monthly bills.

C. Frequency of Billing:

Outside Counsel must send a separate invoice for each matter to which Outside Counsel is assigned. Invoices should be submitted on a monthly basis. Charges that are 90 days or older at the time of invoice submission are considered untimely and may not be paid. All invoices performed during a fiscal year (1/1-12/31) must be received by January 15th.

Within 45 days of the conclusion of a lawsuit, Outside Counsel shall submit its final invoice. If the final invoice cannot be submitted within 45 days, Outside Counsel must advise the Law Department as soon as practical. It is Outside Counsel’s responsibility to obtain all outstanding invoices from outside vendors, including consultants and experts, before submitting their final invoice. Unless there are exigent circumstances, invoices submitted after the final invoice will not be paid.

D. Time Charges:

i. Outside Counsel shall charge the City for actual time in 1/10th of an hour (0.10) increments.

Outside Counsel can complete many routine tasks (e.g. telephone calls, emails, letters, etc.) in less than 6 minutes. Accordingly, the only acceptable minimum billing time charge is .10 (1/10th of an
hour). For tasks exceeding 6 minutes, Outside Counsel should only bill the City for the actual time spent rendering the service to the nearest .10 of an hour.

ii. The date, description of the services rendered and identity of the person providing such service (with the hourly rate for each such person) must be provided for each time entry. The description of services should clearly state the nature of the task performed sufficient to allow the reviewer to determine why the task was necessary.

Vague, general and generic activity descriptions are not appropriate. Any correspondence, pleading, and other document that is prepared or reviewed must be distinctly identified and described. Outside Counsel must specifically identify the individual or entity to whom correspondence is directed or from whom it is received as well as its purpose. Similarly, outside counsel must specifically identify the individual or entity to whom they have spoken in any telephone conference. Outside Counsel must thoroughly describe any issue(s) requiring legal research time.

Outside Counsel is reminded that invoices may be disclosed pursuant to Illinois’ Freedom of Information Act, 5 ILCS 140/1 et seq. Although the Law Department will endeavor to redact privileged information before releasing invoices to the public, Outside Counsel should avoid the inclusion of privileged matters in invoices to the extent practicable and consistent with the need to fully inform the Corporation Counsel of its activities and to allow the Corporation Counsel to evaluate the reasonableness of billing narratives.

iii. Each invoice must include an itemized description of all disbursements/expenses and the actual or permissible charge for each disbursement/expense. Outside Counsel must include with the invoice copies of any invoices, receipts or statements for disbursements regardless of the amount of the disbursement. Unless otherwise approved by the Corporation Counsel, vendor invoices (e.g., experts, consultants, mediators, photocopy services, court reporters, and others) in an amount up to $5,000.00 should be paid by Outside Counsel and included with the monthly attorney billing.

iv. Each invoice shall reflect the current fees and expenses billed along with the cumulative fees and expenses paid or incurred from the inception of the file.
v. Generally, two or more attorneys or other personnel should not be performing the same task or activity on a case when one attorney or other staff personnel is sufficient. This includes attendance at depositions, hearings, mediations, arbitrations, and meetings. If it appears necessary to have two or more attorneys or other personnel participate in the same task or activity, Outside Counsel must notify the Corporation Counsel or his/her designee, provide a written explanation for the prospective variance, and obtain the approval of the Corporation Counsel or his/her designee. The City reserves the right to require Outside Counsel to absorb all or part of any charges for the involvement of more than one attorney or other staff personnel on any particular task or activity undertaken without prior approval.

Interoffice conferences that deal with substantive issues pertaining to the assigned matter are reimbursable when Outside Counsel provides a thorough description of the purpose of the conference and who was in attendance. Duplicate charges for interoffice conferences between attorneys should not be billed to the City – only time spent by the most senior attorney in attendance should be billed.

vi. Research hours exceeding 20 hours per assigned matter must be approved prior to incurring the time charges. When seeking approval for such charges, Outside Counsel should submit a brief proposal (1) identifying the purpose of the research, (2) who will perform the research, and (3) an estimate of the associated expense. Outside Counsel should be prepared to discuss whether the firm has previously conducted research on these or similar issues. Any conclusions, results, and memoranda of law produced as a result of any research charged shall be provided to the City.

Outside Counsel should not charge the City for routine research. Outside Counsel is expected to be familiar with the basic substantive law at issue in the matter for which the firm has been retained. The City expects that Outside Counsel will use paralegals or junior associates for research matters, and avoid having partners or senior associates devote extensive time to research.

vii. Outside Counsel should assign tasks appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior lawyer can handle an assignment most efficiently (based on skill and experience), the City expects that attorney to complete the assignment. Work suitable to more junior attorneys should be delegated. Attorneys should never bill to perform tasks that could be effectively handled
by support personnel. If the Corporation Counsel determines, after consultation with Outside Counsel, that staffing on a matter is inappropriate for particular tasks performed, the hourly rate charged may, in the Corporation Counsel’s sole discretion, be reduced to a rate consistent with that of a lower level professional. Similarly, if the Corporation Counsel determines that excessive time was spent on a particular task, the time billed may be reduced at the Corporation Counsel’s sole discretion.

viii. The City will pay for one-half (½) of an attorney’s actual time spent for travel, round trip, whether local or out-of-town.

ix. Outside Counsel shall not charge the City for general diary or status file reviews. Similarly, Outside Counsel shall not charge the City for file review if an event does not precipitate a file review (such as a telephone conference or receipt of correspondence) or does not result in the creation of any tangible work product. The City will not pay for the review of a file by any individual who is merely supervising the work of another law firm employee. The City considers such supervision to be part of the firm’s overhead and already contained in the hourly rate structure. The City will not authorize payment for a billing charge that states “file review” without more detail as to the purpose.

The City will not pay for time spent by newly assigned attorneys or paralegals to familiarize themselves with an assigned matter on which staffing has changed while the matter is in progress. If, however, the change in staff was made at the request of the Corporation Counsel, the City will pay reasonable costs associated with reviewing the files.

x. The City will not pay for “block billed entries,” which is a line item with a single time charge for multiple activities or disbursements. A time charge must accompany each fee activity, and Outside Counsel must itemize each disbursement entry. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, i.e., a telephone call, a meeting, and legal research.

xi. If there is consistent billing of more than 7 hours in a given day or more than 150 hours per month by a single timekeeper on a given matter, that level of billing activity must be justified.

The City expects that Outside Counsel will not:

- Overstaff City matters;
• Shift assigned personnel, except when absolutely necessary;
• Charge for learning time of newly assigned attorneys when a shift of personnel is warranted;
• Authorize premature or peripheral legal or factual research;
• Hold non-substantive internal “conferences” about City matters;
• Charge for routinely reviewing, abstracting or summarizing documents and depositions, absent specific agreements otherwise;
• Handle specific tasks through persons who are either over-qualified (e.g. routine document review by a senior attorney) or under-qualified (e.g. taking of a key expert deposition by an associate);
• Charge more than once for projects used in previous City case for which the Outside Counsel billed the City.

Examples of activities that a paralegal should generally perform are:

• Preparing first drafts of basic forms and documents;
• Ordering searches such as title or legal records searches;
• Ordering public records;
• Organizing and re-organizing file materials, including separating and cataloging responses to requests for production of documents;
• Indexing file materials;
• Inventoring documents;
• Preparing subpoenas or notices of depositions, appearances, jury demands, general interrogatories, general requests for production, and other routine litigation documents;
• Preparing enclosure or transmittal letters;
• Abstracting depositions; and
• Summarizing records or document productions.

The City will not pay an hourly or flat rate or fee for work that is secretarial, clerical or administrative in nature, irrespective of the skill or seniority of the person performing the task. Examples of such secretarial, clerical, or administrative work include:

• Scheduling meetings and appointments;
• Making travel arrangements;
• Maintaining calendars;
• Reorganizing files;
• Date-stamping or Bates-stamping documents;
• Faxing documents;
• Photocopying documents;
• Proofreading documents;
• Scanning or coding documents;
• Pick-up or delivery of documents and records;
• Preparing documents for mailing or shipping;
• Ordering vendor services and providing instructions to vendors, including court reporters;
• Processing vendor bills;
• Collating;
• Data processing;
• Office filing;
• Filing documents with the court or other agency;
• Organizing files for storage;
• Updating lists;
• Copying and binding documents;
• Preparing invoices and negotiating billing questions;
• Opening and closing files;
• Locating addresses, email addresses and phone numbers.

E. Experts and consultants

The selection and retention of appraisers, experts, investigators, consultants and similar type expenses must be coordinated with and approved by the Corporation Counsel or his/her designee. Each of these services must receive prior approval from the Corporation Counsel or his/her designee and also have a written agreement stating: the scope of the engagement, the nature of services, schedule of costs, and payment procedures.

The City will pay the actual cost of the acquisition of specific materials by appraisers, experts and consultants if the Corporation Counsel or his/her designee approves such expenses in advance. Such costs should be included in the written agreement above.

F. Expense Charges:

The City will reimburse Outside Counsel for out-of-pocket expenses that have received prior approval by the Corporation Counsel or his/her designee or are otherwise reimbursable as stated herein. These disbursements require appropriate documentation and must be included on the invoice for the matter. Such disbursements could include court reporter costs, transcripts, filing fees, reasonable travel expenses, photocopies and the like.

Unless otherwise covered by a specific written agreement in advance, the City will pay for separately itemized expenses and disbursements only as follows:

• **Messenger Services:** The City will reimburse Outside Counsel for actual charges for deliveries (including overnight express) that are
necessary in the interest of speed and reliability. The City does not expect all documents to be hand-delivered or sent by overnight express. All decisions about modes of delivery, from hand delivery to electronic transmission, must be made with due regard for need, economy and good sense.

- **Court Reporters:** The City will reimburse Outside Counsel for actual costs incurred for court reporters and transcripts. Outside Counsel should obtain the lowest possible charge for court reporting fees, including any possible volume discounts. The City will pay for only one copy of a transcript.

- **Local Travel:** For travel more than 25 miles round trip, the City will reimburse Outside Counsel mileage for the use of personal cars at the prevailing IRS rate or the actual cost of taxicabs, buses, or trains necessitated by the City’s business that are not part of the attorneys’ or employees’ commuting costs during regular business hours. The City will reimburse Outside Counsel for actual costs incurred for travel more than 25 miles round trip such as toll charges and parking fees.

- **Out-of-Town Travel:** Outside Counsel must receive prior approval for all out-of-town travel. The City will approve out-of-town travel by more than one attorney in only limited circumstances. Outside Counsel should obtain the lowest possible rates for out-of-town travel. The City will only reimburse Outside Counsel for coach or economy rates. The City will reimburse Outside Counsel for reasonable hotel and meal charges incurred. The City will reimburse for rental cars of intermediate class or less if deemed the most economical method of transportation. The City will not pay for incidentals or other personal expenses incurred in conjunction with such travel (e.g., movies, entertainment, alcohol, dry cleaning).

The City will not pay for the following charges, unless prior approval has been obtained in writing from the Corporation Counsel.

- Secretarial, clerical or word processing services (normal, temporary or overtime);
- Administrative services (including file creation, file organization and maintenance, conflict checks, directing staff, and personnel training);
- Accounting services;
- Photocopy expenses at more than $0.12 per page black and white, $1.00 per page color;
- Facsimile charges;
- Photocopy costs in excess of $100 for a single job;
- Irregular size copies, copy jobs that require binding/indexing, or other custom work in excess of $100 for a single job;
• Printing or laser printing;
• Telephone expenses;
• Cellular, blackberry, mobile phone or data charges;
• Office supplies;
• Charges for business meals or refreshments (unless related to out-of-town travel);
• Meals and transportation charges attributed to overtime work;
• Local travel expenses incurred for travel under 25 miles round trip;
• In-house messenger services;
• Purchase of equipment such as copiers, fax machines, computers, software, postal machines, scanning equipment, CD writers, etc. Rental of equipment such as projectors, etc. for use during trial or litigation must be discussed with the Corporation Counsel to determine necessity for such equipment. Reimbursement for rental of equipment for litigation or trial will only be made with prior approval in writing from the Corporation Counsel or his/her designee;
• Online research subscription charges;
• Charges associated with preparing a bill or negotiating disputes over bills;
• Library books, periodicals, expert treatises, etc.;
• Case management or litigation software or systems;
• Database consultants, database creation/maintenance, or technical support;
• Storage fees; and
• Secretaries, librarians, law clerks, billing clerks, data processors, or summer associates.

Under no circumstances will the City reimburse the following basic overhead expenses, considered part of Outside Counsel's doing business:

• Rent (including temporary office space), utilities, office supplies;
• Firm conference room charges;
• Internet service fees;
• File storage charges;
• Professional association fees;
• Attendance at seminars, CLE programs and conferences;
• Group outings;
• Client entertainment; and
• Interest on outstanding invoices.

The City has the right to examine and audit all of your firm’s billings for any work charges to the City, disbursements and all of the supporting data for those billings. This includes the right to examine and audit the corresponding legal file.
Memorandum

To: Honorable Mayor and Members of the City Council

From: Erika Storlie, Assistant City Manager/Administrative Services Director
      Lawrence Hemingway, Parks, Recreation & Community Services Director
      Michelle Masoncup, Corporation Counsel

Subject: Resolution 30-R-19, Gift Agreement and Use Agreement with Chicago Young Americans Hockey

Date: September 7, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 30-R-19 authorizing the City Manager to execute a Gift Agreement and Use Agreement with Chicago Young Americans (CYA), (543 North Avenue, Libertyville, IL 60048) for partial naming rights to Rink 1 at the new Robert Crown Community Center and a Use Agreement outlining terms of rink rental.

Funding Source:
Revenue from the gift agreement will be deposited into the Crown Construction Fund (Account 416.40.4160.56011 - Donations) via Friends of Robert Crown. Revenue from the user agreement will be deposited into General Fund Revenue (Account 100.30.3030.53565 - Recreation Program Fees).

Livability Benefit:

Summary:
CYA has generously donated $500,500 through the Friends of Robert Crown (FRCC) to support the construction of the new Robert Crown Community Center. In recognition of their donation the City will place the CYA logo on one of the four corners of Rink 1 in the new building as well as provide for 1 trophy case. The Gift Agreement memorializes the terms of the donation.

The Use Agreement between the City and CYA outlines the terms for rental of ice time for the hockey group. CYA will pay for all usage in the new center at a rate of $425 per hour with an annual increase of 2.8%. 
A schedule has been drafted to accommodate the needs of all ice rink users and to balance the time slots available between public use, rental use and program use. The schedule allows for plentiful public skating hours as well as use of the rinks by the various users at times that work best for their needs.

Background:
The Chicago Young American (CYA) Hockey Organization was launched in 1982, by Joe Ori and Ira Greenberg, with the goal of fostering young athletes into hockey talent eligible for college and professional opportunities. Athletes are trained in a rigorous program that focuses on both exceptional coaching and mentoring. CYA creates an environment amongst its participants of strong values by focusing on team loyalty, work ethic, and respect for self and sport.

Throughout the years CYA leadership has stayed true to the core values that have been central to the organizations many successes which proudly include sending more athletes to Junior, College, and Professional Levels than any other organization in IL.

Attachments:
Resolution 30-R-19
CYA Gift Agreement
CYA Use Agreement
Rink 1 & 2 Schedule of Use
A RESOLUTION

Authorizing the City Manager to Execute a Gift Agreement and a Use Agreement with Chicago Young Americans Hockey Organization for the Donation to the New Robert Crown Community Center

WHEREAS, Chicago Young Americans Hockey Organization was founded in 1981 and has since been providing area youth with an opportunity to develop their skills and play the sport at the next level under a program that puts emphasis on “team loyalty, work ethic, and respect for self and sport”; and

WHEREAS, Chicago Young Americans Hockey Organization donated a generous gift to the Friends of Robert Crown Center to allow resources of this facility to be provided to the community; and

WHEREAS, the construction of this facility and the partnership with Chicago Young Americans Hockey Organization will provide more of Evanston youth with the opportunity to participate in the sport and receive all the benefits from this participation to their wellbeing; and

WHEREAS, the City Council finds that it is in the best interests of the City to accept this gift agreement and execute the use agreement with Chicago Young Americans Hockey Organization,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Gift Agreement
with Chicago Young Americans Hockey Organization for donations to the new Robert Crown Community Center and Library (the “Gift Agreement”), attached hereto as Exhibit 1 and incorporated herein by reference. The City Manager is authorized to execute a use agreement by and between the City of Evanston and the Chicago Young Americans Hockey Organization (the “Use Agreement”).

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement that he deems to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

_______________________________
Stephanie H. Hagerty, Mayor

Attest: __________________________
Devon Reid, City Clerk

Approved as to form: __________________________
Michelle L. Masoncup, Corporation Counsel

Adopted: _________________________, 2019
EXHIBIT 1

GIFT AGREEMENT BETWEEN THE CITY OF EVANSTON AND CHICAGO YOUNG AMERICANS HOCKEY ORGANIZATION
EXHIBIT 2

USE AGREEMENT BETWEEN THE CITY OF EVANSTON AND CHICAGO YOUNG AMERICANS HOCKEY ORGANIZATION
ROBERT CROWN CENTER GIFT AGREEMENT
City of Evanston

This Gift Agreement (the “Agreement”) is made this ____ day of ________, 20__ by and among CHICAGO YOUNG AMERICANS HOCKEY ORGANIZATION, a not-for-profit corporation, with a mailing address of 543 North Avenue, Libertyville, Illinois 60048 (hereinafter referred to as “Donor”), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as “the City”).

The Donor and the City agree as follows:

1. Donor Commitment. The Donor hereby pledges to the City the sum of Five Hundred Thousand Five Hundred Dollars ($500,500.00) (“Gift”) which as provided for herein is designated for the benefit of the City of Evanston.

2. Donor Purpose. It is understood and agreed that the Gift will be used to fund the construction of a new modern sports and community center to replace the existing Robert Crown Community Center with athletic fields and a new branch library (the “Project”).

3. Gift Payment. The Gift is an irrevocable pledge that will be paid over a period of seven (7) years to the Friends of Robert Crown Center (“FRCC”). Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all gift payments meets the foregoing schedule. All donations are non-refundable unless otherwise specifically provided in this Agreement.

4. Acknowledgment. In recognition of the Donor’s generosity, the City will acknowledge the Gift by placing the Donor’s logo on one corner of Rink 1 (“Naming”) and a trophy case near Rink 2 will be made available to Donor to fill with hockey memorabilia. Attached as Exhibit “A” are drawings depicting the intended design, location and installation of the Naming. The proposed Naming must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project without all required approvals. Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will continue for ten (10) years after construction of Project is completed.

5. Termination of Naming. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits hereunder, including terminating the Naming:

   a. In the event of any default in payment of the Gift as provided in this Agreement, or
b. In the unlikely event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, or integrity of the City in the event of a continued association with the Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or Naming hereunder, the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

6. Modification of Naming. If during the useful life of the Facility, the Facility is transferred or conveyed from the City, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified, relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as agreed by the City, will have the right, for no additional payment, to have another available and equivalent location within the Facility available for Naming recognizing the Donor.

7. Intent. It is the agreement of the parties and the intention and wish of the Donor that this Gift and any unpaid promised installment under this Agreement shall constitute the Donor’s binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor’s agents, successors and assigns. The Donor acknowledges that the City is relying, and shall continue to rely, on the Donor’s Gift being fully satisfied as set forth herein.

8. Nature of Commitment. Both parties agree and affirm that the Donor shall receive no goods or services for this contribution, other than the acknowledgment and recognition described herein. This contribution shall have no connection to any business relationship established at any time between the Donor and the City.

9. Certification of Tax-Exempt Status. In executing this Agreement, Donor certifies and covenants that it is and will continue to be, for the duration of the life of this Agreement, a Tax-Exempt Organization. A “Tax-Exempt Organization” means an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”), which is exempt from federal income taxation under Section 501(a) of the Code. Donor further certifies and covenants that it has not and will not use the Facility in an Unrelated Trade or Business. “Unrelated Trade or Business” means an activity that constitutes an “unrelated trade or business” within the meaning of Section 513(a) of the Code, without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 511 of the Code.

10. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or
otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

11. Amendment. By mutual consent of the City and the Donor or the Donor’s legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

12. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

13. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.

15. 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.

16. 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.

17. 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.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

CHICAGO YOUNG AMERICANS
HOCKEY ORGANIZATION
A not-for-profit organization

By: __________________________
Its: President
Print Name: Jason Ori

CITY OF EVANSTON
An Illinois home rule municipal corporation

By: __________________________
Its: City Manager
Print Name: Wally Bobkiewicz
ROBERT CROWN CENTER USE AGREEMENT
City of Evanston

This Use Agreement (the “Agreement”) is made this ___ day of ______, 2019 by and among CHICAGO YOUNG AMERICANS HOCKEY ORGANIZATION, a not-for-profit corporation, with a mailing address of 543 North Avenue, Libertyville, Illinois 60048 (hereinafter referred to as “User”), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as “the City”).

The User and the City agree as follows:

1. Purpose. The City of Evanston is constructing a new Robert Crown Community Center (the “Center”) with athletic fields and a new branch library (the “Project”). In order to support the long term financial viability of the center, the City agrees to enter into a long term facilities use agreement for the Center with User to use the ice rinks, locker room, training room, and storage space. This Agreement is not a lease agreement; User does not have exclusive control of the Center or a portion thereof. User is permitted to use the facility according to specified time periods each day during the Term defined below and restricted to the agreed upon schedule with the City.

2. Term:
   a. The Term of the Agreement shall be for a period of five and 1/2 (5.5) years (“Term”). The commencement date is 1/1/2020 and the termination date is 6/30/2025.
   b. Option to extend the lease: The Term cannot be automatically renewed. If the Parties seek to negotiate an extension of the Agreement, the Parties will meet and confer to negotiate a five-year extension which must be approved by both parties in writing.

3. Fees:
   a. Use Fees. User agrees that it will be assessed hourly rates to utilize the facility. User will be charged an ice rental rate of $425.00 per hour, ice cut included, with a maximum increase of 2.8% each year.
   b. Payment of Fees. The Parks, Recreation and Community Services Department (“Department”) will invoice User monthly for its usage of the Center. Payments shall be made payable to the City of Evanston and mailed to: City of Evanston, Attn: Collector’s Office, 2100 Ridge Avenue, Evanston, Illinois 60201. Please note on the check that it is payment for Robert Crown Center Facility use.

4. Facilities Covered:
   a. Outdoor Facilities
The term “Outdoor Active Use Areas” will be used for purposes of this Agreement to mean the turf fields, baseball fields, and tennis courts. User will not have any exclusive use provided for the Outdoor Active Use Areas. User may request use as any other user and payable at rates established by the Department.

b. Indoor Facilities

The term “Indoor Active Use Areas” will be used for purposes of this Agreement to mean the ice rinks and training room. The Parties shall have the right to add or exclude Indoor Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the Parties.

5. Indoor Active Use Area Guidelines: The City hereby grants permission to User to use the Indoor Active Use Areas as set forth below for the sole purpose of providing its team members practice and contest space to compete, and any related uses to the activities described in Section 4.

a. Use Schedule. User will receive dedicated ice rink access on an annual basis during specified times as set forth in the schedule attached hereto as Exhibit “A”. User will have the option to purchase additional hours if ice time becomes available. The schedule may be amended by the written consent of both parties.

b. Locker facilities. User will be permitted to utilize the locker room during the Use Schedule time. User understands that the locker room will be utilized by other patrons of the facility as well.

c. Storage. Storage space will be made available to User to accommodate equipment and other gear for four (4) teams.

d. User understands and agrees that during the Term, if User is not scheduled to utilize the Indoor Active Use Area, it will be used by other City patrons and users not affiliated with User. User must conduct its activities so as not to interfere or impede other users from using the Indoor Active Use Areas.

e. Supervision. User is responsible for providing personnel necessary for the direction and supervision of activities in Indoor Active Use Areas. User shall enforce all City rules, regulations, and policies provided by the City while supervising the Indoor Active Use Areas. User is responsible for notifying the City within 24 hours in the event that an Active Use Area suffers damage during User’s scheduled time.

6. User Stipulations. Donor stipulations and agrees to the following:

a. User agrees that it will not conduct regular season practice for Midget-level (U16 and older) hockey players. Such restriction, however, does not apply to games, off-season practices or tryouts.
b. User agrees that at least 50% utilization of practice ice will be by the User’s girls’ hockey team.

c. User agrees that members of User’s girls’ hockey team will be permitted to double roster to the Evanston Township High School’s girls’ hockey team, if eligible.

d. User agrees and understands that limited ice time will be available for non-figure skating activities during the winter and spring ice shows.

e. User agrees to provide firm weekend ice needs by July 31st of each year for the upcoming season.

7. **Compliance with Law.** All use of the Center shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by User that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

8. **Obligations of City**

a. **Access and Security**

The City shall provide the personnel necessary to open and close the Indoor and Outdoor Active Use Areas during the hours of the Center. The City believes the hours of operation to be 5:30 a.m. to midnight at the time of signing this Agreement, these hours are subject to change, with no amendment to the Agreement necessary. The City will provide keys to the user’s assigned storage area.

b. **Inspection and Notification**

City personnel shall inspect the Indoor and Outdoor Active Use Areas to ensure these sites are returned in the condition they were received.

c. **Custodial**

The City shall make its trash receptacles available during the Center hours of operation. User will encourage users to dispose of trash in the trash receptacles. User will ensure that its users leave the Indoor Active Use Areas and locker rooms with the equipment stowed away.

9. **Maintenance.** The City shall perform normal maintenance of Outdoor and Indoor Active Use Areas and the equipment contained therein to basic level of service subject to normal wear and tear. The City shall notify User of any known change in condition of the Active Use Areas. The City will maintain and repair equipment and fixtures contained in the Outdoor and Indoor Active Use Areas, including the equipment in the training room and ice rinks during the Term.
10. **Restitution and Repair**

   a. **Inspection and Notification.** User shall, through its designated employee, inspect and notify the City of any damage, as described above in subsection 5(h).

   b. If equipment, fixtures, or property of the City is damaged by User, except for repairs which are due to ordinary wear and tear and mutually agreed by the Parties, User is responsible for the cost of replacement or repair. The City agrees to make such repairs or replacement, depending on the extent of the damage, within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of User under Section 10(c) of this Agreement that User is responsible for the damage, then User agrees to reimburse the City at the final cost invoiced to the City.

   c. **Reimbursement Procedure.** The City shall send the paid invoice to User’s designated employee within ten (10) business days of completion of repairs or replacement of damaged property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor’s itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. User shall reimburse the City within thirty (30) days from receipt of such invoice.

   d. **Disagreements.** User shall retain the right to disagree with any and all items of damage to buildings, facilities, property, or equipment as identified by the City, provided this disagreement is made within five (5) business days after a first notification.

      i The City shall notify User of any disagreements in writing by email to User’s designated employee. User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by User.

      ii After proper notification, representatives from the Parties, or other designated representatives of the City and User, shall make an on-site investigation and attempt a settlement of the disagreement.

      iii In the event an agreement cannot be reached, the matter shall be referred to the City Manager and User’s President or their designees, for resolution.

      iv The City shall have the right to make immediate emergency repairs or replacements of property without voiding Beacon’s right to disagree.

11. **Operational Costs**

   a. **Documentation of Costs**
The City and User shall maintain records of costs associated with the Agreement.

b. Payment of Overtime

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

12. Damage or Destruction. If the Center is damaged or destroyed by fire or other casualty (“Casualty”), City may, within one hundred eighty (180) days after such incident occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at City’s expense and this Use Agreement shall not terminate. Notwithstanding any provision contained herein to the contrary, either party will have the option and right to terminate this Use Agreement if such an event occurs.

13. Liability and Indemnification. User hereby indemnifies and holds harmless the City, its elected officials, employees and agents (collectively, the “City Parties” and individually, a “City Party”) from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including reasonable legal fees and costs of investigation) (collectively “Losses”) as a result of or arising out of (a) personal injury or property damage caused by any act or omission during User’s use of the Center under this Agreement; or (b) any damage to any City property as a result of access granted pursuant to this Agreement; provided, however, User shall not be obligated to indemnify the City to the extent any Loss arises out of gross negligence or wilful misconduct of the City.

14. Insurance

a. User: User agrees to obtain at its own cost and expense a policy or policies of commercial general liability insurance written by an insurance carrier rated at least Class A or better in Best’s Key Rating Guide of Property-Casualty Insurance Companies and licensed to do business in the State of Illinois which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Said policy or policies shall provide, among other things, blanket contractual liability insurance. Tenant will provide at the time of signing this Use Agreement a Certificate of Insurance naming the City of Evanston, its elected officials, employees, and agents.

b. City: City is self-insured up to $1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A or better in the
Best’s Key Rating Guide and licensed to do business in the state in which the Center is located which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. The City will issue a certificate of insurance at the time of execution of this agreement naming User as an additional insured. City shall maintain casualty insurance covering the entire Center and any alterations, improvements, additions or changes made by City thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks”.

c. Waiver of Subrogation. Neither Party shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Notwithstanding anything to the contrary contained herein, City and User hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Center, by reason of fire, the elements, or any other cause which could be insured against under the terms of an “all risk” fire insurance policy, in the state where the Center is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Agreement, no insurer of a party hereunder shall ever hold or be entitled to any claim, demand or cause of action against either party by virtue of a claim of loss paid under any such insurance policies, whether such insurer’s claim be in the nature of subrogation or otherwise.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

16. **Attorneys’ Fees.** The Parties shall bear its own costs, charges, expenses and attorney’s fees, and any other fees incurred in the event of a dispute between the Parties. If User is providing indemnification, User will cover any attorneys’ fees and costs.

17. **Amendment.** By mutual consent of the City and User or the User’s legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in
written signed addenda, which shall form part of this Agreement. User may not assign or transfer this Use Agreement or enter into a license agreement for any portion thereof without the written consent of the City.

18. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

19. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.

21. 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.

22. Notices. Any notices required to be given hereunder, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the City: with a copy to:

City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, IL 60201

City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

If to User:

Chicago Young Americans Hockey Organization
ATTN: Jason Ori
543 North Avenue
Libertyville, Illinois 60048
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.

24. **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.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

CHICAGO YOUNG AMERICANS
HOCKEY ORGANIZATION
A not-for-profit organization

By: ____________________________
Its: President
Print Name: Jason Ori

CITY OF EVANSTON
An Illinois home rule municipal corporation

By: ____________________________
Its: City Manager
Print Name: Wally Bobkiewicz
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**DRAFT**

New RCCC  Rink 2  Fall/Winter  5:45am-12midnight

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6.6.19
To: Honorable Mayor and Members of the City Council

From: Erika Storlie, Assistant City Manager/Administrative Services Director
Lawrence Hemingway, Parks, Recreation & Community Services Director
Michelle Masoncup, Corporation Counsel

Subject: Resolution 32-R-19, Authorizing the City Manager to Execute a Gift Agreement and Use Agreement with Evanston Youth Hockey Association (EYHA) for the Donation to the New Robert Crown Community Center

Date: September 7, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 32-R-19 authorizing the City Manager to execute a Gift Agreement with Evanston Youth Hockey Association (EYHA) (P.O. Box 149, Evanston, IL 60201) for partial naming rights to Rink 1 at the new Robert Crown Community Center and a Use Agreement outlining terms of rink rental.

Funding Source:
Revenue from the gift agreement will be deposited into the Crown Construction Fund (Account 416.40.4160.56011 - Donations) via Friends of Robert Crown. Revenue from the user agreement will be deposited into General Fund Revenue (Account 100.30.3030.53565 - Recreation Program Fees).

Livability Benefit:

Summary:
EYHA has generously donated $100,000 through the Friends of Robert Crown (FRCC) to support the construction of the new Robert Crown Community Center. In recognition of their donation the City will place the EYHA logo on one of the four corners of Rink 1 in the new building as well as provide for 1 trophy case. The Gift Agreement memorializes the terms of the donation.

The Use Agreement between the City and EYHA outlines the terms for rental of ice time for the youth association. EYHA will pay for all usage in the new center at a rate of $325 per hour with an annual increase of 4%.
A schedule has been drafted to accommodate the needs of all ice rink users and to balance the time slots available between public use, rental use and program use. The schedule allows for plentiful public skating hours as well as use of the rinks by the various users at times that work best for their needs.

Background:
Evanston Youth Hockey Association has been operating a youth hockey program in Evanston for over 50 years, providing boys and girls in Evanston and neighboring communities the opportunity to learn to play hockey in a diverse program that is rooted in skill development, sportsmanship, outstanding coaching, leadership skills, strong character development and camaraderie. They offer a variety of programming for all levels of participants starting at age 3 all the way through more advanced travel and high school teams for boys and girls.

EYHA provided over $50,000 in need-based financial aid during the 2018-19 season to ease the financial burden on families and to allow a wider audience access to participate. EYHA is also a partner and grant recipient from the NHL’s Hockey is For Everyone Program. Hockey is for Everyone (HIE) uses the game of hockey - and the League's global influence - to drive positive social change and foster more inclusive communities. Through this program EYHA is able to support any teammate, coach or fan who brings heart, energy and passion to the rink. HIE believes all hockey programs - from professionals to youth organizations - should provide a safe, positive and inclusive environment for players and families regardless of race, color, religion, national origin, gender identity or expression, disability, sexual orientation and socio-economic status.

Attachments:
Resolution 32-R-19
EYHA Gift Agreement
EYHA User Agreement
Rink 1 & 2 Schedule of Use
32-R-19

A RESOLUTION

Authorizing the City Manager to Execute a Gift Agreement and Use Agreement with Evanston Youth Hockey Association (EYHA) for the Donation to the New Robert Crown Community Center

WHEREAS, EYHA provides youth in the community the opportunity to participate in a team sport that encourages and develops sportsmanship, collaboration and leadership; and

WHEREAS, EYHA has provided generous donations to the construction of the new Robert Crown Community Center and Library; and

WHEREAS, EYHA is sustained by the countless volunteer hours of community members; and

WHEREAS, EYHA is committed to ensuring the participation of youth who may not otherwise have the financial ability to pay by providing substantial scholarships to kids in Evanston who are interested in playing hockey; and

WHEREAS, the City Council finds that it is in the best interests of the City to accept this donation and execute both the use agreement and gift agreement with EYHA,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Gift Agreement with Evanston Youth Hockey Association for donations to the new Robert Crown
Community Center (the “Gift Agreement”), attached hereto as Exhibit 1 and incorporated herein by reference. The City Manager is also directed to execute the Use Agreement ("Use Agreement") by and between the City and the Evanston Youth Hockey Association, attached hereto as Exhibit 2 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreements that he deems to be in the best interests of the City.

SECTION 3: This resolution 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

GIFT AGREEMENT BETWEEN THE CITY OF EVANSTON AND EVANSTON YOUTH HOCKEY ASSOCIATION
ROBERT CROWN CENTER GIFT AGREEMENT
City of Evanston

This Gift Agreement (the “Agreement”) is made this ____ day of ________, 20__ by and among EVANSTON YOUTH HOCKEY ASSOCIATION/EVANSTON HIGH SCHOOL HOCKEY, a not-for-profit corporation, with offices located at 1701 Main Street, Evanston, Illinois 60202 (hereinafter referred to as “Donor”), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as “the City”).

The Donor and the City agree as follows:

1. Donor Commitment. The Donor hereby pledges to the City the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (“Gift”) which as provided for herein is designated for the benefit of the City of Evanston.

2. Donor Purpose. It is understood and agreed that the Gift will be used to fund the construction of a new modern sports and community center to replace the existing Robert Crown Community Center with athletic fields and a new branch library (the “Project”).

3. Gift Payment. The Gift is an irrevocable pledge that will be paid over a period of five (5) years to the Friends of Robert Crown Center (“FRCC”). Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all gift payments meets the forgoing schedule. All donations are non-refundable unless otherwise specifically provided in this Agreement.

4. Acknowledgment. In recognition of the Donor’s generosity, the City will acknowledge the Gift by placing the Donor’s logo on one of the four corners of Rink 1 (“Naming”) and a trophy will be made available to Donor to fill with hockey memorabilia. Attached as Exhibit “A” are drawings depicting the intended design, location and installation of the Naming. The proposed Naming must be mutually acceptable to the Donor and the City and must be approved in writing by both the Donor and the City Manager. Nothing herein shall be interpreted as requiring the City to undertake construction or commence any capital project without all required approvals. Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will continue for ten (10) years after construction of Project is completed. Donor will have the option to renew the Naming for an additional five (5) years thereafter.

5. Termination of Naming. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits hereunder, including terminating the Naming:

   a. In the event of any default in payment of the Gift as provided in this Agreement, or
b. In the unlikely event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, or integrity of the City in the event of a continued association with the Donor and the continuation of the Naming provided for herein.

Upon any such termination of this Agreement and/or Naming hereunder, the City shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

6. Modification of Naming. If during the useful life of the Facility, the Facility is transferred or conveyed from the City, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified, relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as agreed by the City, will have the right, for no additional payment, to have another available and equivalent location within the Facility available for Naming recognizing the Donor.

7. Intent. It is the agreement of the parties and the intention and wish of the Donor that this Gift and any unpaid promised installment under this Agreement shall constitute the Donor’s binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor’s agents, successors and assigns. The Donor acknowledges that the City is relying, and shall continue to rely, on the Donor’s Gift being fully satisfied as set forth herein.

8. Nature of Commitment. Both parties agree and affirm that the Donor shall receive no goods or services for this contribution, other than the acknowledgment and recognition described herein. This contribution shall have no connection to any business relationship established at any time between the Donor and the City.

9. Certification of Tax-Exempt Status. In executing this Agreement, Donor certifies and covenants that it is and will continue to be, for the duration of the life of this Agreement, a Tax-Exempt Organization. A “Tax-Exempt Organization” means an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”), which is exempt from federal income taxation under Section 501(a) of the Code. Donor further certifies and covenants that it has not and will not use the Facility in an Unrelated Trade or Business. “Unrelated Trade or Business” means an activity that constitutes an “unrelated trade or business” within the meaning of Section 513(a) of the Code, without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 511 of the Code.

10. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or
otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

11. Amendment. By mutual consent of the City and the Donor or the Donor’s legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

12. Third Parties. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

13. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.

15. 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.

16. 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.

17. 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.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

EVANSTON YOUTH HOCKEY ASSOCIATION
A not-for-profit organization

By: __________________________
Its: President
Print Name: Brad Dunlap

CITY OF EVANSTON
An Illinois home rule municipal corporation

By: __________________________
Its: City Manager
Print Name: Wally Bobkiewicz
This Use Agreement (the “Agreement”) is made this ___ day of ________, 2019 by and among EVANSTON YOUTH HOCKEY ASSOCIATION/EVANSTON HIGH SCHOOL HOCKEY, a not-for-profit corporation, with offices located at 1701 Main Street, Evanston, Illinois 60202 (hereinafter referred to as “User”), and the CITY OF EVANSTON, an Illinois home rule municipal corporation, with offices at 2100 Ridge Avenue, Evanston, Illinois 60201 (hereinafter referred to as “the City”).

The User and the City agree as follows:

1. Purpose. The City of Evanston is constructing a new Robert Crown Community Center (the “Center”) with athletic fields and a new branch library (the “Project”). In order to support the long term financial viability of the center, the City agrees to enter into a long term facilities use agreement for the Center with User to use the ice rinks, locker room, training room, and storage space. This Agreement is not a lease agreement; User does not have exclusive control of the Center or a portion thereof. User is permitted to use the facility according to specified time periods each day during the Term defined below and restricted to the agreed upon schedule with the City.

2. Term:
   a. The Term of the Agreement shall be for a period of five and 1/2 (5.5) years (“Term”). The commencement date is 1/1/2020 and the termination date is 6/30/2025.
   b. Option to extend the lease: The Term cannot be automatically renewed. If the Parties seek to negotiate an extension of the Agreement, the Parties will meet and confer to negotiate a five-year extension which must be approved by both parties in writing.

3. Fees:
   a. Use Fees. User agrees that it will be assessed hourly rates to utilize the facility. User will be charged an ice rental rate of $325.00 per hour with a maximum increase of 4% each year. The user will not be charged for the ice cut.
   b. Payment of Fees. The Parks, Recreation and Community Services Department (“Department”) will invoice User monthly for its usage of the Center. Payments shall be made payable to the City of Evanston and mailed to: City of Evanston, Attn: Collector’s Office, 2100 Ridge Avenue, Evanston, Illinois 60201. Please note on the check that it is payment for Robert Crown Center Facility use.
4. **Facilities Covered:**

   a. **Outdoor Facilities**

   The term “Outdoor Active Use Areas” will be used for purposes of this Agreement to mean the turf fields, baseball fields, and tennis courts. User will not have any exclusive use provided for the Outdoor Active Use Areas. User may request use as any other user and payable at rates established by the Department.

   b. **Indoor Facilities**

   The term “Indoor Active Use Areas” will be used for purposes of this Agreement to mean the ice rinks and training room. The Parties shall have the right to add or exclude Indoor Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the Parties.

5. **Indoor Active Use Area Guidelines:** The City hereby grants permission to User to use the Indoor Active Use Areas as set forth below for the sole purpose of providing its team members practice and contest space to compete, and any related uses to the activities described in Section 4.

   a. **Use Schedule.** User will receive dedicated ice rink access on an annual basis during specified times as set forth in the schedule attached hereto as Exhibit “A”. User will have the option to purchase additional hours if ice time becomes available. The schedule may be amended by the written consent of both parties.

   b. **Locker facilities.** User will be permitted to utilize the locker room during the Use Schedule time. User understands that the locker room will be utilized by other patrons of the facility as well.

   c. **Storage.** Storage space will be made available to User to accommodate equipment and other gear for four (4) teams.

   d. **User understands and agrees that during the Term, if User is not scheduled to utilize the Indoor Active Use Area, it will be used by other City patrons and users not affiliated with User. User must conduct its activities so as not to interfere or impede other users from using the Indoor Active Use Areas.

   e. **Supervision.** User is responsible for providing personnel necessary for the direction and supervision of activities in Indoor Active Use Areas. User shall enforce all City rules, regulations, and policies provided by the City while supervising the Indoor Active Use Areas. User is responsible for notifying the City within 24 hours in the event that an Active Use Area suffers damage during User’s scheduled time.
6. **Compliance with Law.** All use of the Center shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by User that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

7. **Obligations of City**

   a. **Access and Security**

   The City shall provide the personnel necessary to open and close the Indoor and Outdoor Active Use Areas during the hours of the Center. The City believes the hours of operation to be 5:30 a.m. to midnight at the time of signing this Agreement, these hours are subject to change, with no amendment to the Agreement necessary. The City will provide keys to the user’s assigned storage area.

   b. **Inspection and Notification**

   City personnel shall inspect the Indoor and Outdoor Active Use Areas to ensure these sites are returned in the condition they were received.

   c. **Custodial**

   The City shall make its trash receptacles available during the Center hours of operation. User will encourage users to dispose of trash in the trash receptacles. User will ensure that its users leave the Indoor Active Use Areas and locker rooms with the equipment stowed away.

8. **Maintenance.** The City shall perform normal maintenance of Outdoor and Indoor Active Use Areas and the equipment contained therein to basic level of service subject to normal wear and tear. The City shall notify User of any known change in condition of the Active Use Areas. The City will maintain and repair equipment and fixtures contained in the Outdoor and Indoor Active Use Areas, including the equipment in the training room and ice rinks during the Term.

9. **Restitution and Repair**

   a. **Inspection and Notification.** User shall, through its designated employee, inspect and notify the City of any damage, as described above in subsection 5(h).

   b. If equipment, fixtures, or property of the City is damaged by User, except for repairs which are due to ordinary wear and tear and mutually agreed by the Parties, User is responsible for the cost of replacement or repair. The City agrees to make such repairs or replacement, depending on the extent of the damage, within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of User under Section 10(c) of this Agreement that User is responsible for the damage,
then User agrees to reimburse the City at the final cost invoiced to the City.

c. Reimbursement Procedure. The City shall send the paid invoice to User’s designated employee within ten (10) business days of completion of repairs or replacement of damaged property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor’s itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. User shall reimburse the City within thirty (30) days from receipt of such invoice.

d. Disagreements. User shall retain the right to disagree with any and all items of damage to buildings, facilities, property, or equipment as identified by the City, provided this disagreement is made within five (5) business days after a first notification.

i The City shall notify User of any disagreements in writing by email to User’s designated employee. User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by User.

ii After proper notification, representatives from the Parties, or other designated representatives of the City and User, shall make an on-site investigation and attempt a settlement of the disagreement.

iii In the event an agreement cannot be reached, the matter shall be referred to the City Manager and User’s President or their designees, for resolution.

iv The City shall have the right to make immediate emergency repairs or replacements of property without voiding Beacon’s right to disagree.

11. Operational Costs

a. Documentation of Costs

The City and User shall maintain records of costs associated with the Agreement.

b. Payment of Overtime

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

12. Damage or Destruction. If the Center is damaged or destroyed by fire or other casualty (“Casualty”), City may, within one hundred eighty (180) days after such incident occurs (subject to being able to obtain all necessary permits and approvals, including, without limitation, permits and approvals required from any agency or body administering
environmental laws, rules or regulations, and taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) repair such damage at City’s expense and this Use Agreement shall not terminate. Notwithstanding any provision contained herein to the contrary, either party will have the option and right to terminate this Use Agreement if such an event occurs.

13. Liability and Indemnification. User hereby indemnifies and holds harmless the City, its elected officials, employees and agents (collectively, the “City Parties” and individually, a “City Party”) from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including reasonable legal fees and costs of investigation) (collectively “Losses”) as a result of or arising out of (a) personal injury or property damage caused by any act or omission during User’s use of the Center under this Agreement; or (b) any damage to any City property as a result of access granted pursuant to this Agreement; provided, however, User shall not be obligated to indemnify the City to the extent any Loss arises out of gross negligence or willful misconduct of the City.

14. Insurance

a. User: User agrees to obtain at its own cost and expense a policy or policies of commercial general liability insurance written by an insurance carrier rated at least Class A or better in Best’s Key Rating Guide of Property-Casualty Insurance Companies and licensed to do business in the State of Illinois which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. Said policy or policies shall provide, among other things, blanket contractual liability insurance. Tenant will provide at the time of signing this Use Agreement a Certificate of Insurance naming the City of Evanston, its elected officials, employees, and agents.

b. City: City is self-insured up to $1.25 Million and agrees to maintain an excess policy or policies of commercial general liability insurance over the self-insured limit written by an insurance carrier with a rating at least Class A or better in the Best’s Key Rating Guide and licensed to do business in the state in which the Center is located which shall insure against liability for injury to and/or death of and/or damage to personal property of any person or persons, with policy limits of not less than $2,000,000.00 combined single limit for injury to or death of any number of persons or for damage to property of others not arising out of any one occurrence. The City will issue a certificate of insurance at the time of execution of this agreement naming User as an additional insured. City shall maintain casualty insurance covering the entire Center and any alterations, improvements, additions or changes made by City thereto in an amount not less than their full replacement cost from time to time during the Term, providing protection against any peril included within the classification of “all risks”.

Page 5 of 8
c. **Waiver of Subrogation.** Neither Party shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income for property or general liability losses, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents, contractors or employees. Notwithstanding anything to the contrary contained herein, City and User hereby release and waive any and all rights of recovery, claim, action or cause of action, against the other, or its respective directors, shareholders, officers, agents, invitees and employees, for any loss or damage that may occur to the property or the equipment, fixtures and improvements comprising any part of the Center, by reason of fire, the elements, or any other cause which could be insured against under the terms of an “all risk” fire insurance policy, in the state where the Center is located, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, invitees and employees. Subject to the provisions of the Agreement, no insurer of a party hereunder shall ever hold or be entitled to any claim, demand or cause of action against either party by virtue of a claim of loss paid under any such insurance policies, whether such insurer’s claim be in the nature of subrogation or otherwise.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Illinois. This Agreement also supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

16. **Attorneys’ Fees.** The Parties shall bear its own costs, charges, expenses and attorney’s fees, and any other fees incurred in the event of a dispute between the Parties. If User is providing indemnification, User will cover any attorneys’ fees and costs.

17. **Amendment.** By mutual consent of the City and User or the User’s legally or duly appointed agent or attorney-in-fact, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement. User may not assign or transfer this Use Agreement or enter into a license agreement for any portion thereof without the written consent of the City.

18. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

19. **No Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity and shall not be deemed a
waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.

21. **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.

22. **Notices.** Any notices required to be given hereunder, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given by reputable overnight delivery service (with proof of receipt available), personal delivery or mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, at the following addresses identified for Landlord and Tenant, or to such other address as the respective parties may from time to time designate by notice given in the manner provided in this Section.

If to the City: with a copy to:

City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, IL 60201

City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

If to User:

Evanston Youth Hockey Association
ATTN: Brad Dunlap
1701 Main Street
Evanston, IL 60201

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.

24. **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.
25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile copy of a signature shall be as binding as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above by their respective officers thereunto duly authorized.

EVANSTON YOUTH HOCKEY ASSOCIATION
A not-for-profit organization

By: __________________________
Its: President
Print Name: Brad Dunlap

CITY OF EVANSTON
An Illinois home rule municipal corporation

By: __________________________
Its: City Manager
Print Name: Wally Bobkiewicz
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Memorandum

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

From: Erika Storlie, Assistant City Manager

Subject: Resolution 90-R-19, Authorizing a Three Year Lease Agreement with North Shore Senior Center for Room G205 at the Morton Civic Center

Date: September 17, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 90-R-19, authorizing the City Manager to negotiate the lease of office space with North Shore Senior Center (NSSC) at the rate of $563.00 per month for three (3) years beginning October 1, 2019 for Room G205 in the Lorraine H. Morton Civic Center.

Livability Benefit:
Built Environment: Enhance Public Space

Summary:
North Shore Senior Center is a non-profit organization whose mission is to connect senior residents of Evanston and the north shore to various resources and services available in and near the community. North Shore Senior Center has successfully partnered with the City in several capacities during its history and continues to serve a need in Evanston. Since NSSC has moved their headquarters to Skokie to obtain more affordable rent, this lease would allow them to maintain a presence in Evanston for the convenience of Evanston residents and would assist in their ability to continue to serve the community.

The lease and proposed rent is similar to that of other existing Civic Center ground floor non-profit tenants. The previous lease for with NSSC was for $511.50 a month, approximately a 10% increase in rent. The total received by the City for the three-year term will be $6,752.

Attachments:
Resolution 90-R-19 with lease agreement
A RESOLUTION

Authorizing the City Manager to Enter into a Three Year Lease Agreement for Room G205 at the Lorraine H. Morton Civic Center

WHEREAS, the City of Evanston ("City") owns certain real property, including the property commonly known as the Lorraine H. Morton Civic Center at 2100 Ridge Avenue, Evanston, Illinois; and

WHEREAS, the City leases space in the Civic Center to organizations and groups including North Shore Senior Center, an Illinois not-for-profit corporation; and

WHEREAS, the City and North Shore Senior Center desire to enter into lease agreement for a three year term; and

WHEREAS, the City Council finds it to be in the best interest of the City to lease Civic Center commercial office space to North Shore Senior Center, and to negotiate and execute a lease agreement with North Shore Senior Center,

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease for three years for Room G205 by and between the City and North Shore Senior Center in the Lorraine H. Morton Civic Center.
The lease shall be for the following period: October 1, 2019 through September 30, 2022. The lease shall be in substantial conformity with the lease marked as Exhibit 1, attached hereto and incorporated herein by reference.

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

SECTION 3: Resolution 90-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: 

Approved as to form:

___________________________  ___________________________
Devon Reid, City Clerk      Michelle L. Masoncup, Corporation Counsel

Adopted: _________________, 2019
EXHIBIT 1

LEASE AGREEMENT
LEASE AGREEMENT

THIS LEASE ("Lease") is by and between CITY OF EVANSTON, an Illinois municipal corporation and a home rule unit of the State of Illinois (the "Landlord") and NORTH SHORE SENIOR CENTER, a not-for-profit corporation incorporated in the State of Illinois (the "Tenant") for a certain commercial office space located on the ground floor of the Civic Center, 2100 Ridge Avenue, Evanston, Illinois 60201.

In consideration of the rents, covenants and conditions hereafter set forth, the Landlord and Tenant hereby agree as follows:

1. BASIC LEASE PROVISIONS. In addition to the other terms which are elsewhere defined in this Lease, the following words and phrases, whenever used in this Lease, shall have the meanings set forth in this Section 1.

(a) Date of Lease: October 1, 2019

(b) Landlord: The City of Evanston

(c) Tenant: North Shore Senior Center

(d) Premises: Suite G205

(e) Possession Date: October 1, 2019

(f) Lease Term: 36 months (ending September 30, 2022)

(g) Base Rent: $563/per month ($6,752 total for the Term)

(h) Renewal: By petition to the City Council

(i) Delivery of Premises: Landlord will deliver the Premises to Tenant no later than the Possession Date in “broom-clean” state with all building systems functional and in good condition and repair, except as provided herein.

(j) Real Estate Taxes and Operating Expenses: Landlord will be responsible for the payment of the real estate taxes and the costs of owning, operating, maintaining, and repairing the Building and Premises. The Landlord will not be responsible for maintaining or repairing Tenant improvements, fixtures and personal property within the Premises.
Utilities: Landlord will provide Tenant with two (2) telephone lines at $30 per line per month, for a total of $60 per month. Landlord will be responsible for the payment of ALL remaining utilities, including internet access (1 static IP level), electricity, gas and water and other related expenses. If applicable, the Tenant shall be responsible for any and all cell phone charges and television charges for use at the Premises. The Tenant is permitted to use the Landlord’s copy machine and will reimburse the Landlord for said use per month at the rate of $.10/per page.

Permitted Use: Operation of an office space devoted to providing services to the older adult community.

Security Deposit: No Deposit Required

Hazard Insurance: Landlord to procure fire and hazard insurance on the Premises.

Tenant Insurance: Tenant to carry commercial liability insurance and insure all equipment, and personal property, limits defined in Paragraph 7.

Signage: Tenant may install its signage at its own expense, to be approved by Landlord and such approval not to be reasonably withheld.

Improvements: The Parties agree and acknowledge that any and all work necessary to move Tenant into Premise shall be at the sole cost and expense of Tenant. The Landlord will provide one desk for use by the Tenant. No other office furniture or other items will be provided for use by the Tenant.

2. PREMISES. Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease, take and rent from Landlord the Premises. The Landlord will cause the halls, corridors, and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted. Landlord will provide heat and air-conditioning for the Premises when required by outside temperature. Tenant shall comply with such rules and regulations of the City of Evanston Civic Center for the necessary, proper, and orderly care of the building in which the Premises are located. No modifications, alterations, additions, installations, or renovations, except decorating, shall be undertaken by the Tenant without first obtaining the written permission from the Landlord for items costing more than $2,500.00, such approval not to be unreasonably withheld. The cost of all alterations and additions, if applicable, shall be borne by the Tenant and shall remain for the benefit of Landlord. The Tenant is granted access to the Premises Monday – Friday from 9 a.m. to 10 p.m., Saturday from 8 a.m. to 5 p.m., and no access on Sunday. The Tenant shall have use of the adjacent parking, common areas,
loading dock access, within reason, and use of the bathroom facilities.

3. **PERMITTED USE.** The sole permitted use that Tenant shall use the Premises shall be for general office use and support services of the Tenant (the “Permitted Use”). Tenant shall not use the Premises for any other purpose except the Permitted Use without the prior written approval of Landlord. All applicable laws, ordinances, and City policies shall be observed by the Parties in and around the Premises. The City of Evanston Municipal Code provisions are herein incorporated by reference and made a part of this Lease.

4. **TERM.** The term of this Lease (the ‘Term”) shall be for a period of three (3) years commencing on October 1, 2019 (the “Possession Date”) and ending on September 30, 2022 (the “Expiration Date”). After the Lease is terminated, the Tenant shall leave the Premises in broom clean condition and shall turn over any and all keys to the City Manager or his or her designee. Subject to Section 8 herein, and excluding damage by fire or other casualty and action of Landlord, Tenant shall pay for any and all damage to the interior of the Premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing by the City. If the Tenant desires to renew the Lease for another term, the Tenant shall give Landlord sixty days written notice of said intention to elect to exercise said option to renew. Lease renewal is subject to approval by the City Council.

5. **RENT.** Tenant agrees to pay Landlord as rent for the Premises, the monthly Base Rent plus the phone charges outlined above, for a total monthly Rent of $623, due under the terms of this Lease on the 1st day of each month. The first payment due under this Lease Agreement is due and payable on or before October 1, 2019. Payments shall be made payable to: City of Evanston and mailed to: City of Evanston, Attn: Finance Division, 2100 Ridge Avenue, Evanston, IL 60201.

6. **NO LIENS.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge to become, a lien or encumbrance or charge upon the Premises by any of Tenant’s creditors or resulting from leasehold improvements. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant’s contractor to work in the Premises shall be filed against the Premises, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond or obtain title insurance over the same. If Tenant shall fail to cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings or obtain title insurance over the same, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien and any money reasonably paid by Landlord and all reasonable costs and expenses, including attorneys’ fees, reasonably incurred by Landlord in connection therewith, together with interest thereon and shall be paid by Tenant to Landlord within thirty (30) days following Tenant’s receipt of Landlord’s written demand. In the event Tenant diligently contests any such claim of lien, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all reasonable out of pocket costs, liability and damages, including attorneys’ fees resulting therefrom, and, if requested, upon demand, Tenant agrees to immediately deposit with Landlord cash or surety bond in form and with a company reasonably satisfactory to Landlord in an amount equal to the amount of such contested claim.
7. **TENANT INSURANCE OBLIGATIONS.** Tenant shall, at the time of signing the Lease and during the entire term hereof, keep in full force and effect a Comprehensive General Liability policy in the amount of Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to the Premises, with provisions reasonably acceptable to Landlord, and the activities of Tenant in the Premises. The Tenant shall furnish copies of a Certificate of Insurance with the Landlord named as an additional insured with an insurance company acceptable to the Landlord. The Tenant shall furnish, when requested, a certified copy of the policy to the Landlord. An insurance company having less than an “A” Policyholder’s Rating by the Alfred M. Best Company will not be considered acceptable.

8. **PERSONAL PROPERTY AND WAIVER OF SUBROGATION.** Tenant shall be responsible for insuring all or its own personal property and equipment located on the Premises. Notwithstanding anything to the contrary contained herein, the Landlord and Tenant shall not be liable to the other for any loss or damage caused by water damage or any of the risks that are or could be covered by a standard all risk hazard insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party’s insurance carrier against the other party’s carrier arising out of any such loss.

9. **QUIET ENJOYMENT.** Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements on Tenant’s part to be performed, Tenant shall at all times during the Term have the quiet enjoyment and possession of the Premises.

10. **CERTAIN RIGHTS RESERVED TO LANDLORD.** In addition to those rights identified above, Landlord reserves the following rights:

    (a) to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy if Tenant should permanently vacate the Premises during or prior to the last sixty (60) days of the Term or any part thereof;

    (b) to retain keys to the Premises;

    (c) to take any and all measures, including, without limitation, inspections, repairs, and alterations to all or any part of the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's Interests or as may be necessary or desirable in the operation of the commercial portions of the Premises; and

Landlord may enter upon the Premises with reasonable notice to tenant and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant’s use or possession and without being liable in any manner to Tenant. Landlord agrees that it shall not interfere with the Tenant's use and occupancy unless Landlord determines in its reasonable discretion that such interference is necessary.

11. **DEFAULT REMEDIES.**

    (a) Any one of the following events shall be deemed to be an event of default hereunder by Tenant subject to Tenant's right to cure:
(1) Tenant shall fail to pay rent within ten (10) days, at the time and place when and where due;

(2) Tenant shall fail to maintain the insurance coverage as set forth herein;

(3) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease or Service Agreement, other than the payment of Rent, and shall not cure, or commence the good faith cure of any such failure, within thirty (30) days after written notice to the Tenant of such failure, provided that if such cure cannot be effected within 30 days, Tenant shall not be in default hereunder so long as Tenant commences such cure or has requested bids for such cure within 45 days and diligently pursues the completion and in good faith and Tenant does subsequently cure said default within 60 days; and

(4) Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting, or fail timely to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of it’s properties.

(b) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants right to cure:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, by force, if necessary, without being liable to prosecution or any claim for damage herefore; and Tenant agrees to Indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to re-let the Premises, or through decrease in Rent, or otherwise. In the event of such termination, Landlord may, at its option, declare the entire amount of the Rent which would become due and payable during the remainder of the Term to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all Rent theretofore due, provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the Term.

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

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

12. INDEMNITY. Tenant agrees that the mayor, department and divisions officials, officers, agents, attorneys, and employees of the Landlord shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Tenant or any other person. Tenant shall indemnify and hold Landlord harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Tenant's negligence, gross negligence, or acts of intentional misconduct. In the event that Tenant is named as a defendant in any legal proceeding arising from any acts of gross negligence or intentionally wrongful acts of Landlord for any injury or any claimed damage occurring at the Premises, then Landlord shall indemnify and hold Tenant harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury provided that a) Landlord is named as a defendant in the legal proceeding; b) the claim arises from acts of gross negligence or intentional misconduct by the Landlord; c) not the Tenant's own gross negligence or intentional misconduct; and d) the claim is unrelated to Tenant's use and occupancy of the Premises, subject to Section 8 herein.

13. LIABILITY FOR ACTS OR NEGLECT. Subject to Section 8 hereof, and excluding damage by fire or casualty, if any damage to the Premises, or any part thereof, results from any act or neglect of Tenant or its invitees or other guests, agents, customers, invitees or other guests of it's customers, or employees, independent contractors, or the like, Tenant shall immediately repair the same; provided, however, that Landlord may, at its option, repair such damage and Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. All personal property belonging to Tenant shall be at the sole risk of the Tenant and such other person only and the Landlord shall not be liable for damage, theft or misappropriation thereof.

14. DESTRUCTION OR DAMAGE. In the event of destruction of or damage to, the Premises by fire or other casualty, Landlord shall use the proceeds of its insurance to promptly rebuild and restore the Premises to their condition immediately prior to such destruction or damage. Landlord shall rebuild and restore the Premises to the condition of the Premises that existed on the Possession Date. In the event that the proceeds have been applied to indebtedness secured by any mortgage on the Premises, or are otherwise unavailable or the proceeds of insurance are not sufficient to pay for the cost of rebuilding or restoration, and Landlord elects not to make an equivalent amount of funds available to rebuild and restore the Premises, then Landlord or Tenant may terminate this Lease and the Parties rights hereunder and the Parties shall be released of its obligations and this Lease shall cease and terminate as of the date the other Party receives written notice of such election, and neither party hereto shall have any further obligation to the other.
15. CONDEMNATION.

(a) If the whole or any part of the demised Premises shall be taken by any public authority under the power of eminent domain, the Lease term shall cease as of the day of possession shall be taken by such authority if such is of the entire demised Premises and any rents shall be prorated as of said date. If the entire premises are not taken, but such taking is more than 20% of the Premises the Tenant shall have the option to terminate this lease. If the taking is less then 20% and such taking would cost the Tenant monies to reconfigure/ restructure the Premises or make it not practical to continue said business, tenant shall have the option to terminate the lease upon 30 days written notice to Landlord.

(b) All compensation awarded for any taking under the power of eminent domain, whether in whole or in part of the demised premises shall be the property of the landlord, however, the landlord shall not be entitled to any award made expressly to the tenant for the taking of the tenant's business value, furniture, fixtures or leasehold improvements (exclusive of the Landlord's contributions).

16. ATTORNEYS' FEES AND EXPENSES. If at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, each party shall pay its own attorneys fees and costs.

17. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

18. TIME. Time is of the essence of this Lease, and of each term, condition and provision hereof.

19. HOLDING OVER. Upon termination of this Lease, by lapse of time or otherwise, Tenant shall surrender the Premises (and all keys thereto) in the same condition as at commencement of the Term, excepting only reasonable wear and tear and loss by insured casualty. If Tenant remains in possession after expiration of the Term, Tenant agrees to yield up immediate and peaceable possession to Landlord, and if failing to do so, in connection with the expiration of the Term or any termination hereof by the Parties, the Tenant shall pay the sum of fifty and no/100 Dollars ($50.00) per day, for the time such possession is withheld. The Landlord or its legal representative at any time after the expiration of the Term, without notice, to re-enter the Premises, and to expel, remove and put the Tenant or any person(s) occupying the said Premises, using such force as may be necessary, and to repossess and enjoy the Premises
again as before this Lease, without prejudice to any remedies which might otherwise be used for
arrears of rent or breach of covenants; or in cases the said Premises shall be abandoned, deserted,
or vacated and remain unoccupied fifteen days consecutively, the Tenant hereby authorizes and
requests the Landlord to re-enter the Premises and remove all property found therein, regardless
of ownership, place them in some regular storage warehouse or other suitable storage, at
Tenant’s expense, for no more than forty-five days, and to proceed to re-rent the Premises at the
Landlord’s option and discretion and apply all money so received after paying the expenses of
removal toward the rent accruing under this Lease. This request shall not be construed as
requiring compliance therewith on the part of the Landlord. If the Tenant shall fail to pay the
rent at the times, place and in the manner above provided, and the same shall remain unpaid ten
(10) business days after the day whereon the same should be paid, the Landlord by reason
thereof shall be authorized to declare the term ended and the Tenant hereby agrees that the
Landlord, its agents or assigns may begin suit for possession and/or rent. In the event of re-entry
and removal of the articles found on the Premises and personally owned by Tenant or others, the
Tenant hereby authorizes and requests the Landlord to sell the same at public or private sale
within fifteen (15) days after storage time period provided above. The proceeds of said sale shall
be applied to the expenses of storage, removal, sale expenses and back due rent.

20. ASSIGNMENT AND SUBLETTING. This Lease shall bind and inure to the benefit of
each of the parties, their respective heirs, successors, and assigns; provided however, that Tenant
shall not assign its interest under this lease or sublet all or any portion of the Premises without
first obtaining Landlord's prior written consent in writing, which consent will not be
unreasonably withheld. No assignment or sublease shall relieve Tenant of its obligation to pay
rent or perform other obligations required by this lease unless Landlord agrees in writing at the
time the assignment is made, and no consent to one assignment or subletting shall be consent to
any further assignment or subletting. Notwithstanding the foregoing, Tenant shall have the right
to assign this Lease or sublet the Premises to any parent, subsidiary, or affiliate of Tenant,
including any successor to Tenant by merger.

21. SEVERABILITY. If any term, covenant or condition of this Lease or the application
thereof to any person or circumstance shall be determined to be invalid or unenforceable to any
extent, neither the remainder of this Lease nor the application of such term, covenant or
condition to any other person or circumstance shall be affected thereby, and each term, covenant
or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

22. TENANT SIGNAGE. Tenant agrees that any signage installed on the Premises will
comply in all respects with applicable governmental requirements and Tenant will obtain and
pay the cost of any required sign permits. Any and all signage, bulletins, posters must be
reviewed and approved by the Landlord, prior to Tenant posting the same.

23. GOVERNING LAW AND TIME LIMITATION. This Lease shall be construed and
enforced in accordance with the laws of the State of Illinois. All disputes relating to the
interpretation and enforcement of the provisions of this Lease shall be resolved exclusively by
the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to
the jurisdiction and venue of the court for such purpose.
24. **NOTICES.** Notices sent to the Landlord, should be mailed to the address set forth in Paragraph 1(b) of this Lease and notice to the Tenant should be mailed to the address set forth in Paragraph 1(c) of this Lease. A mailed notice must be sent via certified mail, return receipt requested and effective three (3) business days after deposit in the U.S. Mail. Notice given by overnight courier is effective upon delivery.

25. **REPRESENTATIONS OF LANDLORD.** Landlord hereby represents to Tenant that: (a) Landlord is the owner of the Premises and no mortgage or similar instrument affects the Premises; and (b) to the Landlord’s knowledge, the Premises may lawfully be used for the Permitted Use under applicable laws.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Lease to be fully executed as of the later date indicated below by the duly authorized officer or manager of each of the respective parties.

Landlord

City of Evanston, a home rule unit of local government located in Cook County, Illinois

By: ____________________________
Name: __________________________

Tenant

North Shore Senior Center, an Illinois not-for-profit corporation

By: ____________________________
Name: __________________________
Memorandum

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

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

Subject: Resolution 91-R-19, Approval of a Three-Month Noyes Studio Lease

Date: September 23, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 91-R-19, authorizing the City Manager to enter into an agreement for a three (3) month lease term with new tenant Rimma Mitchell, an Evanston resident, to lease vacant studio B-11 at the Noyes Cultural Arts Center.

Funding Source:
Revenues are deposited into the Noyes Cultural Arts Business Unit (Account 100.30.3710.53565).

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

Summary:
Studio B-11 was previously used as a storage space by City staff. The studio has since been repurposed for tenant lease. This studio is located in the basement with an open floor plan.
• B-11 Approximately 515 sq.ft. $536.88/ mo.

One application was submitted for Noyes Tenants Association (NTA) consideration during the open application process. The NTA reviewed the application and is recommending Rimma Mitchell for City Council approval.
This is a three (3) month lease term (10/01/2019-12/31/2019). Studio space will allow Rimma to operate a photography studio.

<table>
<thead>
<tr>
<th>Tenant Name</th>
<th>Leased Space</th>
<th>Monthly Rent rate</th>
<th>Annual Total Rent (3 mo)</th>
<th>Community Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rimma Mitchell</td>
<td>B-11</td>
<td>$536.88</td>
<td>$1,610.64</td>
<td>$241.60</td>
</tr>
</tbody>
</table>

Attachments:
Resolution 91-R-19
Exhibit A - Studio Master Lease
Exhibit B - fee chart
91-R-19

A RESOLUTION

Authorizing the City Manager to Enter into a Nine Month Lease Agreement for Studio B11 at the Noyes Cultural Arts Center

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

SECTION 1: The City Manager is hereby authorized and directed to sign, and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston, a lease for three (3) months for Studio B11 by and between the City and Rimma Mitchell in the Noyes Cultural Arts Center. The lease shall be for the following period: October 1, 2019 through December 31, 2019. The lease shall be in substantial conformity with the lease marked as Exhibit 1, attached hereto and incorporated herein by reference.

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

SECTION 3: Resolution 91-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
LEASE AGREEMENT FOR THE PREMISES LOCATED AT 927 NOYES STREET, EVANSTON, ILLINOIS, BY AND BETWEEN

THE CITY OF EVANSTON, LANDLORD

AND

RIMMA MITCHELL, TENANT
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 1.</td>
<td>DESCRIPTION OF PREMISES</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 2.</td>
<td>TERM</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 3.</td>
<td>RENT</td>
<td>2</td>
</tr>
<tr>
<td>SECTION 4.</td>
<td>COMMON FACILITIES</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 5.</td>
<td>USE OF PREMISES</td>
<td>5</td>
</tr>
<tr>
<td>SECTION 6.</td>
<td>SIGNS</td>
<td>8</td>
</tr>
<tr>
<td>SECTION 7.</td>
<td>DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS</td>
<td>8</td>
</tr>
<tr>
<td>SECTION 8.</td>
<td>CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT</td>
<td>8</td>
</tr>
<tr>
<td>SECTION 9.</td>
<td>REPAIRS AND MAINTENANCE</td>
<td>9</td>
</tr>
<tr>
<td>SECTION 10.</td>
<td>UTILITIES</td>
<td>10</td>
</tr>
<tr>
<td>SECTION 11.</td>
<td>TAXES</td>
<td>10</td>
</tr>
<tr>
<td>SECTION 12.</td>
<td>INSURANCE</td>
<td>10</td>
</tr>
<tr>
<td>SECTION 13.</td>
<td>SUBLETTING; ASSIGNMENT</td>
<td>11</td>
</tr>
<tr>
<td>SECTION 14.</td>
<td>SURRENDER OF PREMISES; HOLDING OVER</td>
<td>11</td>
</tr>
<tr>
<td>SECTION 15.</td>
<td>INDEMNIFICATION AND LIENS</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 16.</td>
<td>LANDLORD’S RIGHT OF INSPECTION AND REPAIRS</td>
<td>12</td>
</tr>
<tr>
<td>SECTION 17.</td>
<td>DEFAULT AND REMEDIES</td>
<td>13</td>
</tr>
<tr>
<td>SECTION 18.</td>
<td>TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION</td>
<td>15</td>
</tr>
<tr>
<td>SECTION 19.</td>
<td>REMOVAL OF OTHER LIENS</td>
<td>15</td>
</tr>
<tr>
<td>SECTION 20.</td>
<td>REMEDIES NOT EXCLUSIVE</td>
<td>16</td>
</tr>
<tr>
<td>SECTION 21.</td>
<td>EXPENSES OF ENFORCEMENT</td>
<td>16</td>
</tr>
<tr>
<td>SECTION 22.</td>
<td>EMINENT DOMAIN</td>
<td>16</td>
</tr>
<tr>
<td>SECTION 23.</td>
<td>GOVERNMENTAL INTERFERENCE WITH POSSESSION</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 24.</td>
<td>PEACEFUL ENJOYMENT</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 25.</td>
<td>EFFECT OF WAIVER OF BREACH OF COVENANTS</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 26.</td>
<td>AMENDMENTS TO BE IN WRITING</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 27.</td>
<td>PARTIES BOUND</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 28.</td>
<td>NOTICES</td>
<td>17</td>
</tr>
<tr>
<td>SECTION 29.</td>
<td>MISCELLANEOUS</td>
<td>18</td>
</tr>
<tr>
<td>SECTION 30.</td>
<td>VENUE AND JURISDICTION</td>
<td>19</td>
</tr>
<tr>
<td>SECTION 31.</td>
<td>FORCE MAJEURE</td>
<td>19</td>
</tr>
</tbody>
</table>
This Lease Agreement (the “Agreement” or “Lease”) shall take effect as of the date of execution of the Agreement by the City (the “Effective Date”). This Lease is by and between The City of Evanston, an Illinois home rule municipality and owner of subject Property (“Landlord”), whose main business office is located at 2100 Ridge Avenue, Evanston, Cook County, Illinois, “Landlord”, and Rimma Mitchell, Photographer (“Tenant”). Landlord and Tenant may be referred to collectively as the “Parties”.

SECTION 1. DESCRIPTION OF PREMISES

Landlord leases to Tenants spaces B-11, located on the basement floor of the property with a street address of 927 Noyes Street, Evanston, Illinois 60201 (the “Premises”), situated within the Landlord’s 3-story building located at the same common address and legally described on Exhibit A (the “Property”) and commonly known as the Noyes Cultural Arts Center (“NCAC”).

The Property has various uses including artist workshops, resident young adult summer camp classes, art exhibits, and many other uses. The term “Common Facilities” as used in this Agreement will include those areas and facilities within the Property (outside of the Premises) for the nonexclusive use of Tenants in common with other authorized users, and includes, but is not limited to, sidewalks, parking area, planted areas (excluding the adjoining park area), common area restrooms and open means of ingress and egress. Tenants will have the non-exclusive right to use the Common Facilities, including the washrooms referenced above.

SECTION 2. TERM

The term of this Agreement will be for three months, October 1, 2019 – December 31, 2019 (the “Term”). Tenants must provide Landlord with 90 days’ notice to request a renewal of the Agreement for the Premises. Landlord, in its sole discretion, may decide that a Renewal Term is not necessary and in the best interests of the City. Renewal of the Agreement must be authorized by written consent of the Parties and must be authorized by the City Council.

SECTION 3. RENT

A. RATE: Tenants agree to pay Landlord an annual rental payment (the “Rent”) in accordance with the following schedule:

1. For the period of October 1st – December 31st (three months), the Rent rate is $536.88 per month, for total Rent of $1610.64 for the three months.

B. PAYMENTS. The Rent outlined in Section 3[A][1] above shall be paid in accordance with said Section.

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

City of Evanston
Parks, Recreation, and Community Services Department
2100 Ridge Avenue, First Floor
Evanston, IL 60201
D. PROPERTY FEES SCHEDULE: Attached as Exhibit B is a schedule of fees for all tenants of the Property, if applicable, including Tenant (“NCAC Property Fees”). To the extent incurred by Tenant, the NCAC Property Fees specified on the fee schedule will be invoiced separately and shall be paid by the due date listed on the invoice. To the extent incurred by Tenants, the NCAC Property Fees are to be paid by Tenants regardless of the applicable rental rate specified in Section 3 [A]. Tenants acknowledges that they will reimburse the City for use of the Common Facilities (as specified on Exhibit B) after the standard business hours set by the City and the Association, which hours shall not be less than the following hours throughout the Term (including any Extended Term): 8:00 a.m. – 11:00 p.m. Monday – Friday; 8:30 a.m. – 11:00 p.m. on Saturday; and 10 a.m. – 6:00 p.m. on Sunday (the “Business Hours”).

E. SURCHARGE:

1. Tenant acknowledges and agrees that all non-Evanston residents (individuals only) are assessed a 20% surcharge on rent. The 20% surcharge will not be applicable to non-Evanston resident Sub-lessees if the Lessee (individuals only) is an Evanston resident. The 20% surcharge is applicable to a non-Evanston resident Sub-lessee only if and when the Sub-lessee assumes the remainder of the entire lease or a co-lease, or upon termination by Lessee or the Lessor. In order for an Organization to be exempt from incurring a 20% surcharge, its principal place of business must be in Evanston. Organizations must attach Articles of Incorporation to this Lease.

2. Monthly rental charges assessed to Sub-lessees will not be in excess of one-half the rent charged to Lessee by the Lessor. A written sublease agreement between the Lessee and Sub-lessee must be given to the Lessor covering the lease terms prior to Sub-lessee’s use of space. The sublease agreement must include the payment schedule and the dollar amount paid by Sub-lessee to Lessee. Community service obligations assessed to Sub-lessee are in addition to the full obligation assessed to Lessee. Therefore, the Community Engagement obligations assessed to Lessee will not decrease as a result of a sublease.

SECTION 4. COMMON FACILITIES

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

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

2. A refuse container to be shared by all tenants in the Property to be located at the Property in reasonable proximity to the Premises. Landlord will contract, to have trash hauled from such container with reasonable frequency;
3. Electric facilities and systems, gas facilities and systems and the HVAC unit(s) and systems (including the portions of such systems serving the Premises exclusively);

4. Plumbing and water facilities and systems (including the portions of such systems serving the Premises exclusively);

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

6. Hallways, stair rails, and related elements, and restrooms and other Common Facilities, including the parking lot serving the Property;

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

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

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

B. MAINTENANCE BY TENANTS:

1. Interior non-structural Premises maintenance and all fixtures and property within the Premises other than (a) utility, HVAC or fire/life safety facilities and systems and (b) any items Landlord is required to maintain pursuant to Section 4[A];

2. All refuse from Premises to be placed in appropriate containers and Tenants cannot dispose of construction building materials in the standard refuse containers and must arrange for special pick-ups and containers for said materials;

3. The Tenants will at all times maintain all of the Premises in a clean, neat and orderly condition. The Tenants will not use the Premises in a manner that will violate or make void or inoperative any policy of insurance held by the Landlord. The Tenants shall pay the Landlord for overtime wages for staff and for any other related expenses incurred in the event that repairs, alterations or other work in the Premises required or permitted hereunder are not made during ordinary Business Hours (as defined in Section 3[E]) at the Tenant’s request.

4. Tenants will keep the interior non-structural portions of the Premises, including all interior, non-structural walls, surfaces and appurtenances (other than systems and any other items that Landlord is required to maintain pursuant to Section 4[A]), in good repair. Tenants shall be responsible for repairs, damages and losses for damages sustained outside the Premises to other NCAC tenant's personal property or leased area attributable to Tenant’s negligence or intentional misconduct, subject to Section 12[E]. All such damage must be reported in writing to the Director of Parks,
Recreation and Community Services, or his/her designee, by the next City of Evanston business day, after discovery of such damage by Tenants.

5. Repairs by Tenants must have prior written approval by the Director of Parks, Recreation and Community Services, or his or her designee, and must occur within thirty (30) days of such approval unless the Director of Parks, Recreation and Community Services, or his or her designee, gives a prior written request or grants approval for an extension beyond the thirty (30) days (or unless such repairs cannot reasonably be completed within thirty (30) days, in which case, Tenant shall have such additional time as is reasonably required). If Tenants fail to make the necessary repairs by the date determined by the Lessor, the Landlord has the option to make the necessary repairs and Tenants agree to promptly pay for those repairs upon presentation of an invoice by the Landlord to the Tenant. Tenants are required upon lease termination to leave space in good repair and condition. Maintenance and repair issues which constitute a life and safety hazard must be corrected within twenty-four (24) hours after discovery by Tenants, provided that the issue can be fixed within that time frame. If the issue cannot be fixed within twenty-four (24) hours after discovery by Tenants, the Tenants must provide a schedule for repair within one (1) business day after discovery by Tenants to the Director of Parks, Recreation and Community Services for approval, which cannot be unreasonably withheld.

SECTION 5. USE OF PREMISES

A. PURPOSES: Tenants will use the Premises to operate a photography studio, and other related business and uses incidental thereto, and no part of the Premises will be used for any other purpose without the prior written consent of Landlord (the “Permitted Use”). If Tenants endeavors to apply for a liquor license for the Premises, the Landlord gives its written consent for said application to be submitted and reviewed by the City in conformance with the City Code procedures, as amended.

B. HOURS OF OPERATION AND LANDLORD ACCESS:

1. Tenant’s use of the Premises shall only be for the permitted use. Tenants shall have the right to conduct their business in the Premises during the Business Hours (as defined in Section 3[E]) of the Property. In addition, Tenants’ staff, agents, employees and contractors may access the Premises twenty-four hours a day, seven days a week, but shall not have access to the interior Common Facilities after the Business Hours (as defined in Section 3[C]) of the Property. The Property will be closed on holidays/days as observed by the City of Evanston (but Tenants will still have access to the Premises).

2. The Landlord shall have the right to retain a set of keys to the Premises, and Tenants shall not change any locks for the Premises to any other lock, other than a lock consistent with the Landlord’s master lock for the Property. The Tenants shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises concealed to the greatest extent possible, above ceiling, under floor or in walls that don’t reduce the square footage of the Premises and don’t materially affect Tenants’ use of the Premises. The Landlord shall have the right to enter upon the Premises with 24 hours prior written notice or without notice in case of an emergency, to control heat, electricity and air conditioning, to inspect the same, and to make such repairs, alterations, improvements or additions to the Premises or the NCAC, as the
Landlord may deem necessary or desirable. Tenants will not cease any Rent payments while repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenants, or otherwise, provided Landlord shall complete such work as quickly as reasonably possible. Notwithstanding the foregoing, if a portion of the Premises is unusable for the purpose contemplated hereunder for a period of greater than 5 days (including, without limitation, as a result of a casualty or a condemnation or the repairs required in connection therewith), the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole. The determination of the unusable space shall be reasonably determined by the Landlord based on square footage. Notwithstanding anything to the contrary contained herein, Landlord shall not have the right to alter the Premises except as expressly required or permitted hereunder. Notwithstanding the foregoing, if the repairs, alterations, improvements, or additions are at a Tenant’s request or if the repairs are necessitated by a Tenant’s actions, then the Tenants may not cease any rent for any period, unless the Premises are unusable as a result of the negligence or intentional misconduct of Landlord or its agents, employees or contractors. If a Tenant shall not be personally present to open and permit an entry into Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or the Lessor's agents may enter the same by using the key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or the Lessor's agents shall accord reasonable care to Tenants’ property), and without in any manner affecting the obligations and covenants of this Lease.

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

C. LOCKING OF PREMISES: All doors to the Premises must be kept locked at all times except during the Business Hours (as defined in Section 3[E]). Tenants shall not open the door to anyone in the late hours. The door may not be propped open for any reason. During normal Business Hours (as defined in Section 3[E]) for the Property, patrons and users of the Property shall have access to the Common Facilities. Tenants shall not have use of Common Facilities after the Business Hours (as defined in Section 3[E]) unless Tenant pays the Facilities Fee (as specified in Exhibit B) for keeping the Property and the Common Facilities open.

D. STORAGE OF INFLAMMABLE MATERIALS: Tenants agree that they will not permit to be kept at the Premises any gasoline, distillate or other petroleum product, or other substance of an explosive or inflammable nature as may endanger any part of the premises without the written consent of the Landlord, provided that Tenants can maintain customary cleaning products in the Premises.
E. USE IMPAIRING STRUCTURAL STRENGTH: The Tenants will not permit the Premises to be used in any manner that will impair the structural strength of the Premises, or permit the installment of any machinery or apparatus the weight or vibration of which may tend to impair the building’s foundations or structural strength.

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

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

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

I. PARKING REGULATIONS: The NCAC has a total of fifty (50) parking spaces, consisting of thirty-five (35) permit spaces (including four [4] marked for compact cars) and twelve (12) metered spaces and three (3) handicapped spaces in the Property parking lot, which is Lot #51 and is immediately adjacent to the Premises (the “Property Parking Lot”). The Landlord acknowledges that it will not decrease the total number of parking spaces in the Property Parking Lot during the Lease Term, but Landlord reserves the right to reconfigure the parking lot and/or increase the parking spaces. For the permit parking spaces, annual parking permit fees shall be in accordance with the schedule previously referenced as Exhibit B and be billed separately. Parking permit fees are not prorated and will change over the Term of the Lease at the discretion of the Landlord. All annual parking permits issued will be billed on a monthly basis and are not returnable with the exception of permits which are transferred. There will be a $25.00 transfer fee assessed for all annual permits which are to be reissued unless: 1) the old permit or remnants of the old permit is returned displaying the lot number and the permit number minimally; or 2) proof that the vehicle was sold by producing a bill of sale.

Temporary parking permits for the Property Parking Lot are authorized only for Leaseholders, Sub-Tenants, staff and/or students attending classes at Noyes on a regular basis and Landlord will not permit businesses (or other invitees) outside of the NCAC to get permits for the Property Parking Lot. Use of permits is on a first-come, first serve basis for spaces available in the Property Parking Lot. Parking permits are not to be transferred to vehicles other than the vehicle for which the permit was issued unless prior written approval by the Director of Parks, Recreation and Community Services is obtained. Parking Permit privileges will be considered by the Director of Parks, Recreation and Community Services or designee for other regular NCAC users on a case-by-case basis. All Authorization Forms must be signed by Tenants or their authorized designee(s), and by an NCAC staff member before parking permits can be purchased. Temporary one-day parking permits are available for individuals attending special functions at the NCAC, and for visitors and others using the NCAC, who are pre-approved by the Director of Parks, Recreation and Community Services or designee. Temporary parking permits are not available to parents or caregivers waiting for students attending classes or to attendees of performances. Tenants understand, and will inform their
staff, students and patrons to observe all posted parking regulations. Parking permits will not be issued to individuals with an expired driver’s license. Landlord will maintain the current parking lot serving the Property as a parking lot throughout the term of this Lease.

SECTION 6. SIGNS

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

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

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

SECTION 8. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

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

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

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

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

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

SECTION 9. REPAIRS AND MAINTENANCE

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

Tenants will also be in compliance with all laws and regulations during the entire term of this Agreement, except for repairs required of the Landlord to be made and damage occasioned by fire, hurricane or other causes as provided for in this Agreement.
SECTION 10. UTILITIES

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

SECTION 11. TAXES

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

SECTION 12. INSURANCE

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

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

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

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

E. LANDLORD TO OBTAIN FIRE INSURANCE ON PREMISES: Landlord agrees to maintain during this Agreement, a policy of property insurance covering any peril generally included in the classification ISO Causes of Loss – Special Form (a “Special Form Policy”) and covering at least 80% of the full replacement cost of the Premises and Property (or Landlord may self-insure for such coverage). If permitted without additional charge, Landlord will cause to be endorsed on its property insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Landlord hereby agrees to waive any claims against Tenant and its agents and employees to the extent the same could be covered by a Special Form Policy, regardless if the same is maintained by the City.
F. TENANTS’ WAIVER OF CASUALTY INSURANCE PROCEEDS: If the Premises are damaged by fire or other casualty insured against, Tenants agree to claim no interest in any insurance settlement arising out of any loss where premiums are paid by Landlord, or where Landlord is named as sole beneficiary, and that it will sign all documents required by Landlord or the insurance company necessary in connection with the settlement of any loss.

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

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

SECTION 13. SUBLETTING; ASSIGNMENT

The Tenants shall be allowed to sublet a portion of the Premises to another entity or individual(s) (“Sub-Tenant”) for a period of eighty nine (89) days or less in conformance with the original use stated in Section 5[A] and Tenants do not need the Lessor’s consent. If the Tenants seek to sublet a portion of the Premises to a Sub-Tenant for a period of time ninety (90) days or more, then the Tenants must have the written consent of the Landlord and such consent shall not be unreasonably withheld. For all subleases, the Tenants shall obtain a certificate of insurance from the Sub-Tenant prior to commencement of the sublease, naming the City of Evanston as an additional insured for the period of occupancy. If Tenant, or any one or more of the Tenants, if there be more than one, shall make an assignment for the benefit of creditors, or shall file for bankruptcy protection, Landlord may terminate this Agreement, and in such event Tenant shall at once pay Landlord a sum of money equal to the entire amount of rent reserved by this Agreement for the then unexpired portion of the term hereby created less the reasonable rental value (as defined in Section 17[G] below) of the Premises as liquidated damages. At Landlord’s option, should Landlord consent to any assignment or sublease of the demised Premises, Tenant shall nevertheless remain liable for all terms and conditions of this Agreement until the expiration of the Agreement term stated above.

SECTION 14. SURRENDER OF PREMISES; HOLDING OVER

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

SECTION 15. INDEMNIFICATION AND LIENS

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

B. DISCHARGE OF LIEN: If Tenants fail to fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any lien or encumbrance, and if judgment is rendered against Tenants either by a court of competent jurisdiction or by arbitration and Tenants still persists in non-payment of the same within the 60 days set forth above, Landlord will have the right at any time after expiration of the 60-day period, to pay the lien or encumbrance. All amounts so paid will be repaid by the Tenants on demand, together with interest at the rate of __10__% per year from the date of payment and shall be considered additional rent owed to Landlord by Tenants.

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

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

SECTION 16. LANDLORD’S RIGHT OF INSPECTION AND REPAIRS

Tenants shall allow Landlord or any person authorized by Landlord reasonable access to the Premises during the Business Hours (as defined in Section 3[E]) for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make (provided that Landlord cannot make voluntary alterations or modifications to the Premises without Tenant’s consent). If the Tenants do not exercise the Option to renew the Lease and/or will be vacating the Premises at or prior to the end of the Term, Tenants will
also allow Landlord to have placed upon the Premises at all times notices of “For Sale” and/or “For Rent” and Tenants will not interfere with the same.

SECTION 17. DEFAULT AND REMEDIES

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

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

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

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

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

B. OCCURRENCE OF AN EVENT: Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants’ right to cure:

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

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

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

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

D. TENANTS’ OBLIGATION TO PAY DEFICIENCIES: If rentals received by the Landlord from re-letting the Premises under the provisions of this section are insufficient to pay all expenses and amounts due, Tenants will pay any deficiencies to the Landlord on demand and be declared in default for failure to pay.

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

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

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

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

SECTION 18. TENANT OBLIGATIONS TO COMMUNITY AND ASSOCIATION
A. NOYES CENTER TENANT’S ASSOCIATION: The Tenants acknowledge and agree that it has the right to be a member of the Noyes Center Tenant’s Association (the “Association”) formed by the tenants of the Property. The Association will provide advisory guidance and opinions to City staff on many issues, including, tenant responsibilities and duties with respect to the Property and its Common Area. The Association is structured to focus on certain tasks and advise the City on issues such as the following examples: (a) Provide answers to general questions about offerings by Noyes tenants and directions to studios; (b) Review requirements for community engagement of tenants as needed and make recommendations to the City for any additions or changes; (c) Review any subleases of tenants of ninety (90) days duration or more; (d) Review proposed annual operating budget for Center and proposed rental increases; (e) Review annual and five year capital improvement program for Center and make recommendations to City on spending priorities; and (f) Together with the Evanston Arts Council, review applications of new tenants at Noyes and make recommendations to City on spending priorities.

B. COMMUNITY ENGAGEMENT: Tenants will develop reasonable set programs (e.g. donated tickets for certain events, community theater events [including use of theater or other portions of the Premises by other not-for-profit organizations, and scholarships) to be a steward for the arts in the community. By October 1, 2019, the Tenants will have an action plan developed to address its community engagement program and review its proposed program in consultation with the City Manager and the NCAC Association. If Tenants do not provide an action plan within the time period provided or provide the community engagement programs established between the parties, the Landlord shall send written notice of default, providing Tenants with fourteen (14) days to cure the default. The annual value of the Community Engagement provided by Tenants shall be not less than $241.60 for the period between October 1, 2019 through December 31, 2019 (“Minimum Community Engagement”). For purposes of calculating the Minimum Community Engagement annual value, each hour of service, inclusive of preparation time, is valued at forty dollars ($40.00) per hour. Additionally, the Minimum Community Engagement annual value may include the fair market value of goods and/or supplies provided in furtherance of the Tenant’s community engagement obligation. Any overage provided by Tenants above the Minimum Community Engagement level for either of the prior two (2) years can be applied as a credit to any deficiency for the current calendar year. If Tenants do not provide the Community Engagement by December 31, 2019 as required and does not cure the default within 15 days of written notice, then Tenants shall pay Landlord a fee equal to 15% of the twelve month’s rent outlined Section 3[A] ($241.60) less the value of the Community Engagement provided during the calendar year.

SECTION 19. REMOVAL OF OTHER LIENS

In event any lien upon Landlord’s title results from any act or neglect of Tenants and Tenants fail to remove said lien within thirty (30) days after Landlord’s notice to do so, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof and Tenants shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord’s costs, expenses and attorney’s fees. If Tenants demonstrate to Landlord that Tenants are contesting the validity of said lien in good faith, then Landlord shall allow Tenants to so contest such lien until either Tenant either abandons such contest or a final verdict is reached in a court of competent jurisdiction. Any amount advanced on behalf of Tenants shall be paid to Landlord by Tenants within 30 days after such advancement is made together with interest at 9% per annum and such amount shall be considered additional rentals (including any overage provided in either of the two [2] immediately preceding years).
SECTION 20. REMEDIES NOT EXCLUSIVE

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

SECTION 21. EXPENSES OF ENFORCEMENT

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

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

SECTION 22. EMINENT DOMAIN

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

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

C. ABATEMENT OF RENT: During any repair, Tenants will be required to pay only that part of the fixed minimum monthly rental as the area of the tenantable Premises remaining during repairs bears to the entire area leased. On completion of repairs, the fixed minimum monthly rental will be adjusted in proportion to the repaired area, and Tenants will be required to pay the adjusted fixed minimum monthly rental in accordance this Agreement (attributable to the portion of the Premises taken) and the remainder of the fixed minimum monthly rental shall be forever waived and forgiven by Landlord.
D. **RIGHT TO CONDEMNATION AWARD:** Any award made in any condemnation proceeding for the taking of any part of the Premises will be the sole property of Landlord, except that Tenants can make a claim for the unamortized portion of the cost incurred by Tenants for the Premises Improvements.

**SECTION 23. GOVERNMENTAL INTERFERENCE WITH POSSESSION**

Except as expressly set forth in Section 25, Tenants will not be released from its obligation should their possession of the Premises be interfered with by adoption of any law, ordinance, resolution, regulation or act of any legal or governmental authority. Further, Tenants will not be released by any order of abatement or judgment preventing use of the premises on the ground that the Premises or the business operated there constitutes a legally recognized nuisance.

**SECTION 24. PEACEFUL ENJOYMENT**

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

**SECTION 25. EFFECT OF WAIVER OF BREACH OF COVENANTS**

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

**SECTION 26. AMENDMENTS TO BE IN WRITING**

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

**SECTION 27. PARTIES BOUND**

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

**SECTION 28. NOTICES**

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

City Manager Corporation Counsel
2100 Ridge Avenue 2100 Ridge Avenue
Evanston, IL 60201 Evanston, IL 60201
Fax: 847-448-8083 Fax: 847-448-8093

If to Tenants:

Rimma Mitchell Rimma Mitchell
927 Noyes Street 1516 Hunman Ave Apt 407
Evanston, IL 60201 Evanston, Il 60201

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

SECTION 29. MISCELLANEOUS

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

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

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

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

E. The words “Landlord” and “Tenant” wherever used in this Agreement shall be construed to mean Landlords or Tenants in all cases where there is more than one Landlord or Tenant herein; and the necessary grammatical changes shall be assumed in each case as though full expressed.

F. This Agreement and any written and signed Amendments and/or Riders hereto shall constitute the entire agreement between the parties, and any oral representations made by one party to the other are considered merged herein.

G. In all cases where Landlord’s consent is required, Landlord’s consent shall not be unreasonably withheld.

H. This Agreement may be executed in multiple copies, each of which shall constitute an original.
SECTION 30. VENUE AND JURISDICTION

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

SECTION 31. FORCE MAJEURE

Other than for Landlord’s and Tenants obligations under this Lease that can be performed by the payment of money, whenever a period of time is herein prescribed for action to be taken by either party hereto, such time period will be extended by a period equal to the period of any delays in performance by the applicable party due to any of the following events ("Force Majeure"): (i) Acts of God, (ii) strike or other such labor difficulties not specific to any labor issue existing only at the Property, (iii) extraordinary weather conditions greatly exceeding norms for the greater metropolitan area where the Premises located, (iv) extraordinary scarcity of or industry-wide inability to obtain supplies, parts or employees to furnish such services, or (v) or any cause whatsoever beyond a party’s control. For purposes of this Section 31, a cause or event shall not be deemed to be beyond a party's control, if it is within the control of such party's agents, employees or contractors.
IN WITNESS WHEREOF, both of said Landlord and Tenants caused this Agreement to be executed as of the date signed by the Landlord.

Landlord:

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: _________________________________ Date: __________________

Its: City Manager, Wally Bobkiewicz

Tenant:

Rimma Mitchell,
Photographer

By: _________________________________

Its: _________________________________
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:


PARCEL 2:

LOTS 12 TO 21, BOTH INCLUSIVE, IN BLOCK 2 IN TAIT’S SUBDIVISION OF BLOCK 4 OF ORRINGTON ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID TAIT’S SUBDIVISION RECORDED MARCH 8, 1906, AS DOCUMENT NUMBER 3829417, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 12 IN BLOCK 2 IN TAIT’S SUBDIVISION, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF LOT 1 AND NORTH OF THE LOTS 2, 3 AND 4 IN SAID BLOCK 1, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 1, 2, 3, 4 AND THE EAST 19 FEET OF LOT 5 IN BLOCK 2 IN A BURROUGHS’ ADDITION TO EVANSTON, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 15, 1893, AS DOCUMENT NUMBER 1850049; TOGETHER WITH THE VACATED 16 FOOT ALLEY LYING EAST OF THE EAST LINE OF LOT 5 AND WEST OF THE WEST LINE OF SAID LOTS 1, 2, 3 AND 4 IN SAID BLOCK 2, ALSO TOGETHER WITH THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 4 IN BLOCK 2, AFORESAID, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

THAT PART OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH LINE OF NOYES STREET, WHICH IS 323.8 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF NOYES STREET WITH THE CENTER LINE OF RIDGE AVENUE; THEN CONTINUING EAST ALONG THE NORTH LINE OF NOYES STREET, 125 FEET; THENCE NORTH 115.5 FEET TO THE SOUTH LINE OF LAND FORMERLY OWNED AND OCCUPIED BY ALONZO BURROUGHS, BEING NOW THE SOUTH LINE OF A. BURROUGHS’ ADDITION TO EVANSTON, A SUBDIVISION OF THAT PART OF LOT 15 AND THE EAST 145.5 FEET OF LOT 16 LYING WEST OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD IN ASSESSOR’S DIVISION, AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE, 125 FEET TO THE EAST LINE OF THE WEST ½ OF SAID LOT 16 (BEING ALSO THE EAST LINE OF FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF THE LOT 16 IN ASSESSOR’S DIVISION, AFORESAID); THENCE SOUTH ALONG THE LAST DESCRIBED LINE, 115.5 FEET TO THE PLACE OF BEGINNING, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6:

LOTS 3 AND 4 IN FOSTER AND KLINE’S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST ½ OF LOT 16 IN ASSESSOR’S DIVISION OF FRACTIONAL SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7:

ALL THAT PART OF VACATED ERVIN COURT LYING SOUTH OF THE SOUTH LINE OF COLFAX STREET AND NORTH OF THE NORTH LINE OF NOYES STREET, SAID ERVIN COURT HAVING BEEN VACATED BY CITY OF EVANSTON ORDINANCE DATED NOVEMBER 23, 1931, AND RECORDED MARCH 23, 1932, AS DOCUMENT NUMBER 11063489, ALL IN THE SOUTH WEST ¼ OF SECTION 07, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real property address: 927 Noyes, Evanston, Illinois 60201

PIN:11-07-114-027-0000
EXHIBIT B

NOYES CULTURAL ARTS CENTER PROPERTY FEES SCHEDULE
<table>
<thead>
<tr>
<th>FY 2019</th>
<th>FEE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C &amp; AIR HANDLING UNITS</td>
<td>$93.73</td>
<td>Monthly fee for studios ranging between 1-500 sq. ft.</td>
</tr>
<tr>
<td></td>
<td>$125.66</td>
<td>Monthly fee for studios ranging over 500 and up to 1,000 sq. ft.</td>
</tr>
<tr>
<td></td>
<td>$156.56</td>
<td>Monthly fee for studios ranging over 1,000 and up to 2000 sq. ft.</td>
</tr>
<tr>
<td></td>
<td>$186.43</td>
<td>Monthly fee for studios over 2,000 sq. ft.</td>
</tr>
<tr>
<td>KEYS</td>
<td>$5.00</td>
<td>First two (2) keys to all Leased spaces with a Lessor installed lock included</td>
</tr>
<tr>
<td>NOYES GALLERIES</td>
<td>$50.00</td>
<td>Hourly rate for residents, 60201 &amp; 60202</td>
</tr>
<tr>
<td></td>
<td>$100.00</td>
<td>Hourly rate for non-residents</td>
</tr>
<tr>
<td>PARKING - LOT #51</td>
<td>$32.00</td>
<td>Monthly fee for each permit</td>
</tr>
<tr>
<td></td>
<td>$352.00</td>
<td>Yearly fee for each permit, must be paid in full</td>
</tr>
<tr>
<td></td>
<td>$30.00</td>
<td>Bundle Pack (6) Daily Permits</td>
</tr>
<tr>
<td>STAFF &amp; UTILITY FEE</td>
<td>$66.00</td>
<td>Additional Hourly rate for all users if Bldg. is occupied other than normal Bldg. hours.</td>
</tr>
<tr>
<td>STUDIO #106*</td>
<td>$20.00</td>
<td>Tenant rate/hourly for activities relative to lease</td>
</tr>
<tr>
<td></td>
<td>$50.00</td>
<td>Evanston Resident Rates, 60201 &amp; 60202</td>
</tr>
<tr>
<td></td>
<td>$60.00</td>
<td>Non-Resident Rates</td>
</tr>
<tr>
<td>SQUARE FOOT RATE</td>
<td>$12.51</td>
<td>Basement</td>
</tr>
<tr>
<td></td>
<td>$16.55</td>
<td>1st Floor</td>
</tr>
<tr>
<td></td>
<td>$14.71</td>
<td>2nd Floor</td>
</tr>
</tbody>
</table>

**OBSERVED HOLIDAYS 2019**

- New Year’s Day, Tuesday January 1, 2019
- New Year’s Day Observed, Wednesday January 2, 2019
- Dr. Martin Luther King, Jr.’s Birthday, Monday January 21, 2019
- Memorial Day, Monday May 27, 2019
- Fourth of July, Thursday July 4, 2019
- Labor Day, Monday, September 2, 2019
- Wednesday, November 27, 2019, building closes at 3:00pm
- Thanksgiving Day, Thursday, November 28, 2019
- Friday After Thanksgiving, Friday, November 29, 2019
- Christmas Eve, Tuesday December 24, 2019
- Christmas Day, Wednesday December 25, 2019
- New Year’s Eve, Tuesday December 31, 2019 close at 3:00pm
- New Year’s Day, Wednesday January 1, 2020
Memorandum

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

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

Subject: Resolution 92-R-19, Authorizing the City Manager to Execute an Agreement with Hoffman House Catering for Senior Meal Food Programs at the Levy Center and Fleetwood-Jourdain Community Center

Date: September 23, 2019

Recommended Action:
Staff recommends City Council adoption of Resolution 92-R-19 authorizing the City Manager to execute a new contract between the City of Evanston and Hoffman House Catering (1530 Hubbard Ave., Batavia, IL) to provide a senior meal congregate program at the Levy Senior Center and Fleetwood-Jourdain Community Center for the period of October 1, 2019 through September 30, 2020 in the not-to-exceed amount of $4.80 per lunch meal. Total meal program contract value is projected at $43,543.

Funding Source:
This is a reimbursement meal program in which the total amount of reimbursement the City will receive and expenses is solely dependent upon the number of lunches served and varies depending on the levels of participation. The program will be reimbursed through a grant from Age Options, the regional coordinator of federal funds dispersed for programs in the Older Americans Act and donations received from attendees at the meal program. The City’s estimated reimbursement is calculated using the highest daily participation level stated in our application. Funding for this program is budgeted in the Fleetwood-Jourdain and Levy Center meal program expenditure accounts.

<table>
<thead>
<tr>
<th></th>
<th>Meal program food expenditure budgeted amount to caterer</th>
<th>Maximum grant reimbursement to revenue account From Age Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleetwood-Jourdain</td>
<td>$ 5,600</td>
<td>$ 5,972</td>
</tr>
<tr>
<td>100.30.3040.65025</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Levy Senior Center</td>
<td>$35,000</td>
<td>$37,571</td>
</tr>
<tr>
<td>100.30.3055.65025</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Livability Benefits:
Equity and Empowerment: Support quality human service programs
Health & Safety: Provide access to fresh, healthful foods

Summary:
Age Options issued a bid to provide meals at all suburban Cook County sites in the program in 2015. Meal providers were invited to respond to the bids and provide food costs; the type of meals provided and background information on their company. The selection came after extensive collaboration between Age Options and City staff that included reviewing caterer proposals, hosting caterer visits at our sites, tasting food at the tasting receptions and participating in multiple phone calls.

The selected caterer was Hoffman House and the price per meal is $4.42 per congregate meal and $4.80 per deli bar meal. The deli bar is offered only on Tuesdays and Thursdays at Levy Center. This renewal is from the 2015 bid process with Hoffman House as the selected caterer.

Attachments:
Resolution 92-R-19
Contract between the City of Evanston and Hoffman House
9/11/2019

92-R-19

A RESOLUTION

Authorizing the City Manager to Execute an Agreement
With Hoffman House Catering for Senior Meal Food Programs at the
Levy Center and Fleetwood-Jourdain Community Center

WHEREAS, the City of Evanston has made it a priority to focus on providing for a comfortable and high standard of living for seniors through activities and events; and

WHEREAS, the Parks, Recreation and Community Services Department strives to provide activities and opportunities to seniors; and

WHEREAS, AgeOptions, the regional coordinator of federal funds, will reimburse the City through a grant for meals provided to seniors; and

WHEREAS, AgeOptions issued bids to provide meals at all suburban Cook County sites, and the selected caterer Hoffman House Catering; and

WHEREAS, for the period of October 1, 2019 through September 30, 2020, Hoffman House Catering will provide lunch meals to seniors at the Levy Senior Center and Fleetwood-Jourdain Community Center at a cost not-to-exceed $4.80 per meal;

NOW, THEREFORE, 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: That the City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the contract attached hereto as Exhibit A, incorporated herein by reference.

SECTION 3: That this Resolution 92-R-19 shall be in full force and effect from and after its passage and approval in the manner provided by law.

_______________________________
Stephen H. Hagerty, Mayor

Attest:

_______________________________
Devon Reid, City Clerk

Adopted: _________________, 2019

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

Contract with Hoffman House Catering
AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston, Illinois 60201 (the "City") and Smigo Management Group Inc., an Illinois Corporation, doing business as Hoffman House Catering with offices located at 1530 Hubbard Ave. Ste. D Batavia, Illinois 60510 ("Vendor"). The City and Vendor shall be collectively referred to herein as the "Parties." 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.

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 and the Effective Date shall be the date that the City executes the Agreement ("Effective Date").

VENDOR
(Vendor Name) Hoffman House Catering Group Smigo Management Group Inc.

Signature

Printed Name Jim Smigo

Title Manager / Owner Date

Address 1530 Hubbard Ave Ste D, Batavia, IL 60510

Phone (630) 406-0330 Fax

jwshhcaterning@sbcglobal.net

CITY OF EVANSTON
(Procuring Department Name) Parks, Recreation Community Services

Official Signature

Printed Name Wally Bobkiewicz

Title City Manager Date

Designee Signature

Printed Name Lawrence Hemingway

Title Director Parks, Recreation and Community Services

Address 2100 Ridge, Evanston IL 60201

CITY USE ONLY NOT PART OF CONTRACTUAL PROVISIONS

PBC# Project Title

Contract # Procurement Method (IFB, RFP, Small, etc):

Ref. # Publication Date: Award Code:

Subcontract Utilization? ☐ Yes ☐ No Subcontract Disclosure? ☐ Yes ☐ No

Funding Source Obligation #

Approval:

Signature Printed Name Date

Phone E-mail
1. **TERM AND TERMINATION**

1.1 **TERM OF THIS AGREEMENT:** This Agreement has an initial term of October 1, 2018 through September 30, 2019. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

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

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

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

1.3 **TERMINATION FOR CONVENIENCE:** The City may, for its convenience and with sixty (60) days prior written notice to Vendor, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to Vendor. Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Agreement up to and including the date of termination.

2. **DELIVERY OF PROGRAM MEALS:**

Deliveries will be made to Levy Senior Center located at 300 Dodge Avenue, Evanston, IL, Monday – Friday at 11:00am, no earlier than one-half (1/2) hour prior to 10:00am and no later than one-half hour (1/2) after 10:30am (11:00 am).

Deliveries will be made to Fleetwood-Jourdain Community Center located at 1655 Foster, Evanston, IL, Wednesdays at 11:30 am, no earlier than one-half (1/2) hour prior to 10:30am and no later than one-half hour (1/2) after 11:00am (11:30am).

The Agency reserves the right to increase or decrease the number of sites, times and days of deliveries upon ten (10) consecutive days notice to the Contractor.

2.1 **CONDITION OF THE FOOD DELIVERED BY VENDOR:**

Milk and/or other food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served, will not be passed for payment unless promptly exchanged prior to serving meal by the Vendor (See Attachment A). If the Vendor does not react to the above mentioned notification, milk and/or food supply will be disposed of without responsibility to the Agency. Milk carriers used to deliver cartons of milk should be sufficient size and strength to hold the contents properly without crushing when handled in a normal manner. Milk and juice will be delivered in eight (8) ounce serving cartons.

At least fifty (50) of meals and no more than twenty-five percent (25%) of meals shall be of a modified menu diet. All meals will be low sodium and fat controlled. The modified (therapeutic) meals will be appropriate for diabetics.

2.2 **OTHER CONDITIONS FOR VENDOR:**

Provide disposables e.g.; napkins; straws; salt, pepper, sugar, substitutes; and other condiments as appropriate to the meal.

Must deliver hot foods at one hundred-forty (140) degrees Fahrenheit or higher and cold foods at or below forty-one (41) degrees Fahrenheit as required by the Illinois Department on Aging and AgeOptions. All food delivery carriers must maintain the proper temperature for the required time the food is in the carrier. Food delivered by the Vendor that is found to be spoiled, crushed, or otherwise not fit to be served will not be paid for by the City of Evanston unless the Vendor promptly exchanges the food prior to serving time.

Make recipes available upon request to any authorized representative of the Agency, AgeOptions, or the Federal Government.

Arrange with the Site Supervisor a schedule of special menus and shall specify additional costs.

Provide refrigeration or warming units contingent upon necessity.

Be in compliance with all local, state, and federal requirements governing food sanitation.
Vendor will deliver the specified number of daily meals and supplies as ordered by the City of Evanston. The Vendor shall not require the City of Evanston to order a minimum number of meals for any serving day. City of Evanston reserves the right to change the number of meals as late as the day prior to the date of delivery. City of Evanston will not be held financially liable for order changes made within agreed timeframe.

Furnish needed food service training in sanitation, portion control, etc. to the Site Manager and volunteers.

Furnish reports as required to Agency, AgeOptions officials, along with the Illinois Department on Aging, and the USDA Food Distribution Agency. Officials have the right to inspect food production sites, recipes and purchase orders.

Retain records for Audit purposes at least three (3) years.

Comply with Title VI and Title VII of the Civil Rights Act of 1964, in regard to employment practices and persons served.

2.3 Vendor Records:
The signed order receipts will be submitted with the Vendor’s monthly billing to the City. Shortages or omissions will be noted by the Site Staff on the order receipts.

The Vendor shall submit invoices at least monthly to the City. The invoices shall indicate the total number of meals delivered and accepted during the period being billed with a backup listing of the Sites, total meals and total days on which deliveries were made during the billing period.

All invoices shall show a summary of service as follows:

a) The daily number of meals ordered and delivered, as well as the total number of meals and the total cost for the period. A second copy of the invoice should be retained by the Vendor.

b) Total credits or debits due should be billed from the total bill.

c) If commodities are used, total credits or debits should be deducted from the total bill from each invoice.

The Vendor shall maintain the following records for the sponsor:

a) Production records, including quantities and amounts of food used in preparation of each meal and food component of menus;
b) Standardized recipes and yield from recipes;
c) Processed product nutritional analysis;
d) Dates of preparation of meals;
e) Number of meals and locations where meals were delivered;
f) Signed delivery slips;
g) Nutritional content of individual food items and meals as delivered; and

h) Food and bid specifications

2.4 REQUIRED MENU AND PLANNING APPROVAL PROCESS

At Least Three Months Before Menu Cycle Starts – Vendor develops and writes cycle menus

At Least Two Months Before Menu Cycle Starts – Vendor meets with nutrition providers, individually or collectively, to review the cycle menu and multi month/planned calendar/roll-out menus, including special menus, holidays and holiday celebration menus

At Least Six Weeks Before Menu Cycle Starts – Vendor completes multi month/ planned/rollout menus for review by nutrition providers

At Least Six to Four Weeks Before Menu Cycle Starts – Cycle menu submitted to AgeOptions for certification/approval by AgeOptions Dietitian

At Least Six to Four Weeks Before Menu Cycle Starts – Multi month/planned/rollout menus with holiday menus and special celebrations submitted to AgeOptions for review by AgeOptions Dietitian

Within the Four Weeks Before Menu Cycle Starts – AgeOptions Dietitian evaluates menus and returns to caterer and nutrition provider with comments, suggested revisions or approval

Within the Four Weeks Before Menu Cycle Starts – If revisions are required, caterer sends revised menus sent back to AgeOptions Dietitian for certification and approval

First Day of Menu Cycle – Menus begin
### Sample Timeline for Required Menu Planning and Approval Process for Vendor Contracts Starting in October

<table>
<thead>
<tr>
<th>TASK</th>
<th>DUE DATE</th>
<th>RESPONSIBLE PERSON(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop and write cycle menus</td>
<td>July 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>Vendor meets with nutrition providers, individually or collectively,</td>
<td>By August 1</td>
<td>Vendor and Nutrition Providers</td>
</tr>
<tr>
<td>to review the cycle menu and multi month/planned calendar/roll-out</td>
<td></td>
<td></td>
</tr>
<tr>
<td>menus. Include special menus, holidays and holiday celebration menus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete multi month/planned/rollout menus for review by nutrition</td>
<td>By August 15</td>
<td>Vendor</td>
</tr>
<tr>
<td>providers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit cycle menu for certification/approval by AgeOptions Dietitian</td>
<td>August 15 - September 1</td>
<td>Vendor</td>
</tr>
<tr>
<td></td>
<td>By September 1, at the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>latest</td>
<td></td>
</tr>
<tr>
<td>Submit multi month/planned/rollout menus with holiday menus and</td>
<td>August 15 - September 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>special celebrations for review by AgeOptions Dietitian</td>
<td>By September 1, at the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>latest</td>
<td></td>
</tr>
<tr>
<td>Menus evaluated and returned to caterer and nutrition provider</td>
<td>As soon as possible</td>
<td>AgeOptions Dietitian</td>
</tr>
<tr>
<td>with comments, suggested revisions or approval</td>
<td>after September 1</td>
<td></td>
</tr>
<tr>
<td>Revised menus sent back to AgeOptions Dietitian, if revisions are</td>
<td>Before October 1</td>
<td>Vendor</td>
</tr>
<tr>
<td>required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Menus begin</td>
<td>October 1</td>
<td>Vendor and Nutrition Provider</td>
</tr>
</tbody>
</table>

#### 2.5 MENU SPECIFICATIONS REQUIREMENTS:

(See Attachment A)

Each meal provided through the nutrition program must comply with the most recent Dietary Guidelines for Americans, published by the United States Secretary of Health and Human Services and the Secretary of Agriculture; and provide each participant for the category including sixty-five (65) to seventy-five (75) year old women a minimum of thirty-three (33) one-third percent (1/3 %) of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Attachment A provides the current Nutrition Standards for menus written under the terms of this agreement.

Each meal shall meet the following minimum requirements:

**EACH meal must provide:**

- One (1) Serving lean meat or meat alternate: Three (3) ounces of edible cooked meat, fish, fowl, eggs or meat alternate
- Two (2) Servings vegetables: Half (1/2) cup equivalent – may serve an additional vegetable instead of a fruit
- One (1) Serving fruit: Half (1/2) cup equivalent – may serve an additional fruit instead of a vegetable
- Two (2) Servings grain, bread or bread alternate, preferably whole grain: for example, two (2) slices of whole grain or enriched bread one (1) ounce each or one (1) cup cooked pasta or rice
- One (1) Serving fat free or low fat milk or milk alternate: One (1) cup equivalent

Margarine and dessert are optional and must be counted in the calories, fat and sodium totals, if served in addition to above components.

#### 2.6 MILESTONES AND DELIVERABLES:

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

Not-to-exceed $43,543.00

#### 2.7 VENDOR / STAFF SPECIFICATIONS:

The Vendor shall be required to submit quarterly inspection reports of the food preparation sites in which all meals for the program are prepared.
2.8 ASSIGNMENT AND SUBCONTRACTING:

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

2.8.2 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 XXXX No

2.8.3 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 20 days of execution of this Agreement for approval by the City. Vendor shall be responsible for the accuracy and quality of any subcontractor’s performance.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Amount to be paid</th>
<th>Address</th>
<th>Description of work</th>
</tr>
</thead>
<tbody>
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</table>

2.8.4 Vendor shall obtain approval from the City prior to hiring any additional or substitute subcontractors during the term of this Agreement. Vendor shall 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.

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

2.9 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.

<table>
<thead>
<tr>
<th>Location where services will be performed</th>
<th>Value of services performed at this location</th>
</tr>
</thead>
<tbody>
<tr>
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2.10 SCHEDULE OF WORK:
Vendor will deliver up to two hundred (200) meals per day, Monday through Friday at the Levy Senior Center located at 300 Dodge Avenue, Evanston, IL, and Wednesday at the Fleetwood-Jourdain Community Center located at 1655 Foster Street, Evanston, IL (with the exception of the following nine holidays).

The holidays are as follows:
- Thanksgiving Day and Friday following (November 28 and 28, 2019)
- Christmas Eve (December 24, 2019)
- Christmas Day (December 25, 2019)
- New Year’s Day (January 1, 2020)
- Martin Luther King Day (January 20, 2020)
- Memorial Day (May 25, 2020)
- Independence Day (July 4, 2020)
- Labor Day (September 7, 2020)

The Vendor assures the Agency of availability of personnel from the Vendor to staff the operations and provide supervisory staff in the preparation of food. In the event of a vehicle breakdown or other contingencies, the vendor must be able to dispatch replacement trucks to assure delivery of meals that may be stranded en route within one half (½) hour past regular serving time. Should the main preparation plant become inoperative, alternate sources of supply must be available.
2.11 WARRANTIES FOR SUPPLIES AND SERVICES:

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.12 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

2.13 Availability of Funds

The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City’s budget, subject to adjustments determined by the City and AgeOptions. AgeOptions has the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2016 to September 30, 2017. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

The City shall have the option to cancel this contract if the Federal government withdraws funds to support the Congregate Meal Program by giving the Vendor forty-eight hour written notice. It is further understood that, in the event of cancellation of the contract, the City shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

2.14 Emergencies

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the City by telephone of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 40 (forty) minutes after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the City. The City may cancel orders provided they give the Vendor at least 48 hours notice.

Adjustments for emergency situations affecting the Vendor’s ability to deliver meals, or City’s ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the Vendor and the City.

3. PRICING

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

- Hourly
- Monthly
- Annually
- Project
- Item (show unit of measure and rate)

3.2 TYPE OF PRICING: Pricing under this Agreement is

- Firm: $4.42 per congregate meal and $4.80 per deli bar meal
- Estimated
3.3 **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.

3.4 **DISCOUNT:** ________% discount for payment within_______days of receipt of invoice

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 via email to timcarter@cityofevanston.org

3.7 **PAYMENT TERMS AND CONDITIONS:**

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

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

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

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

3.7.5 The total number of meals provided by the Vendor shall not exceed the total number of meals set forth in the City’s budget, subject to adjustments determined by the City and AgeOptions. AgeOptions and the City shall have the option to cancel the contract contingent upon funding from the federal and state governments for the program. AgeOptions must receive sufficient funds from the Illinois Department on Aging to meet the total obligations for the period October 1, 2018 to September 30, 2019. In addition, there must not be any administrative, legislative order, judicial order, rule or law which requires a change in this or related decision made by AgeOptions.

4. **STANDARD BUSINESS TERMS AND CONDITIONS**

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

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

4.3 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor’s performance of this Agreement. Vendor shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
Section 4.9 shall have no force and effect.

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: 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”) 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. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information. 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 timeframe required by FOIA.

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

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

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

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

4.9 INSURANCE: Vendor shall, at its own expense, secure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and work hereunder by Vendor, its agents, representatives, employees or subcontractors. Vendor acknowledges and agrees that if it fails to comply with all requirements of this Section 4.9, the City may void this Agreement. Vendor must give to the City Certificates of Insurance identifying the City to be an additional insured for the services required pursuant to the Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Section 4.9 shall have no force and effect.
If requested, Vendor shall give the City a certified copy (ies) of the insurance policy (ies) evidencing the amounts set forth in this Section. The policies must be delivered to the City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A-VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the City. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

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

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

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

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

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

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture 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: 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 contract dispute. 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.

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 right to demand exact compliance with the terms hereof.

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

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

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

5. STANDARD CERTIFICATIONS

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

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

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

If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.
5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement may be void by operation of law,
- the City may void the Agreement, and
- Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

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

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

5.4 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the City or any other City, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.5 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).

5.6 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the City.

5.7 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).

5.8 Vendor certifies it has not been convicted of bid rigging or bid rotating or any similar offense (720 ILCS 5/33 E-3, E-4).

5.9 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).

5.10 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.

5.11 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 the same or similar financial terms and circumstances for comparable goods or services, the more favorable terms will be applicable under this Agreement.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Section 1: Conflict of Interest Prohibited

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

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

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

Debarment from contracting with any governmental entity Yes No
Professional licensure discipline Yes No
Bankruptcies Yes No
Adverse civil judgments and administrative findings Yes No
Criminal felony convictions Yes No
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
- Public Works Requirements *(construction and maintenance of a public work)* (820 ILCS 130/4)
- Prevailing Wage (820 ILCS 130/1 et seq.)
- M/W/EBE Subcontracting Requirements
- Other (describe)

7.2 Vendor Supplemental Provisions

-  

876 of 1253
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 d/b/a 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

□ E City 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: _________________
Memorandum

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

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

Subject: Ordinance 111-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(F)1 “Residential Exemption Parking District B”

Date: August 13, 2019

Recommended Action:
Staff, per Alderman Fiske’s request, recommends City Council adoption of Ordinance 111-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(F)1 “Residential Exemption Parking District B.” This Ordinance will add three homes, 400/406/412 Clark Street and homes from 1430 Sheridan Road to Davis Street to the Residential Parking District B.

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

Summary:
Staff was informed by the resident of 406 Clark Street, Norma Gordon, and the resident of 1430 Sheridan Road, Candace Kuczmarski, that although the neighboring houses are part of Residential Parking District B, their addresses are not listed in the Code. In order to make this uniform with the area, staff recommends including 400 Clark, 406 Clark and 412 Clark as well as from 1430 Sheridan Road north to Davis Street to Residential Parking District B.

Attachments
Ordinance 111-O-19
111-O-19

AN ORDINANCE

Amending Title 10, Chapter 11, Section 10, Schedule X(F)1
“Residential Exemption Parking District B”

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

SECTION 1: City Code Section 10-11-10 Schedule X(F)1, of the Evanston
City Code of 2012, as amended, is hereby further amended to add a portions of Clark
Street and Sheridan Road, and read as follows:

<table>
<thead>
<tr>
<th>SCHEDULE X (F) 1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptions: A vehicle displaying a current residential exemption parking permit for a designated district may be parked for a period exceeding the posted time limit without penalty on those streets within the designated district.</td>
</tr>
<tr>
<td>1. Residential Exemption Parking District B:</td>
</tr>
<tr>
<td>Clark Street</td>
</tr>
<tr>
<td>Sheridan Road</td>
</tr>
</tbody>
</table>

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 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 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.

Introduced: _________________, 2019

Approved: ___________________, 2019

Adopted: _________________, 2019

__________________________, 2019

Stephen H. Hagerty, Mayor

Attest: ___________________

Devon Reid, City Clerk

Approved as to form: ___________________

Michelle L. Masoncup, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Community Development Director
Paul Zalmezak, Economic Development Division Manager

Subject: Ordinances 107-O-19 and 108-O-19 Public Hearing on Designation of Special Service Areas #7 and #8

Date: September 10, 2019

Recommended Action:
Staff recommends the City Council adoption of Ordinances 107-O-19 and 108-O-19 proposing the establishment of two Special Service Areas (SSA #7 and SSA #8) for commercial properties located in the merchant district along Central Street. A West Central Street district would be located between Central Park Avenue on the west and Ewing Ave. on the east. An East Central Street district would be located between Hartrey on the west, Eastwood on the east, Isabella on the north and Simpson on the south. Two SSAs are recommended based on community feedback during the SSA feasibility study period. Staff requests suspension of the rules for Introduction and Action by City Council on September 23, 2019 to enact the SSAs to allow tax collections beginning January 1, 2020.

Livability Benefits
Economy & Jobs: Retain and expand local business
Built Environment: Enhance public spaces

Summary:
At the September 23, 2019 City Council meeting an ordinance will be proposed establishing two Special Service Areas and representative taxpayers seeking to establish the SSAs, Central Street Merchants, and their consultants will provide a presentation on the proposed boundaries, the potential levy, and proposed budget. Attached is a proposed map of the two SSAs. To establish the SSA, according to 35 ILCS 200/27-30, a public hearing shall be held “not less than 60 days after the adoption of the ordinance proposing the establishment of a special service area.” Therefore, the proposed public hearing date on the proposed establishment of SSA #7 and SSA#8 is November 25, 2019.
A single SSA incorporating the mile long stretch from Central Park Ave. to Eastwood Avenue incorporated a disproportionate number of residential parcels. The residential taxpayers objected to be included in the district. As a result, the staff is recommending the creation of two SSA districts to be administered by a single Central Street merchant organization that is focused on the two commercial areas along Central Street. Attached are the maps of the proposed SSAs.

Consistent with state statute, a public hearing will be scheduled for November 25, 2019 A notice of a Public Hearing will be mailed to persons whose names are on the general taxes for the preceding year not less than 10 days before the time set for the hearing. Additionally, the Notice of Public Hearing must be published in a newspaper not less than 15 days before the hearing. The statute was written this way to allow for property owners within the SSA to be noticed through a mailing and have the time to object to the establishment of the SSAs. The public hearing draft materials are attached.

An ordinance approving the establishment of the reconstituted Special Service Area will be introduced to the City Council, with request for suspension of the rules, on December 9, 2019. In the event a petition is filed by 51% of the property owners and 51% of registered voters objecting to the creation of the SSA within 60 days of the Public Hearing, this ordinance will be rescinded, as required by the state statute. If no objection is filed, the proposed SSA levy and boundaries would go into effect on January 24, 2020.

Background:
In 2017, the Central Street Business Association indicated to Economic Development staff that there was interest among businesses in this area in pursuing the steps associated with establishing an SSA. This was based on interest in helping the association grow and establish a stable funding stream for merchant and business district activities that range from street beautification (planters, street furniture, etc.) to programmatic needs (event management, marketing support, and organizational management). The Association reported that the annual Evanston Great Merchant Grant, while helpful in basic needs such as banners, planters, and advertising, was not enough to help the group move forward with creating events and other marketing tools to attract more foot traffic.

The Economic Development Committee directed economic development staff to issue an RFP to study the feasibility of creating an SSA for the Central Street/Green Bay Road area at the July 25, 2018 meeting. The RFP was released on September 27, 2018 with a due date for October 18, 2018. Teska Associates was the lowest cost responsive bidder and was selected as the consultant for the SSA designation.

Teska has completed the SSA feasibility study after months of merchant meetings, tax parcel analysis and community meetings.
Attachments:
Ordinances 107-O-19 and 108-O-19
Feasibility Study
AN ORDINANCE

Proposing the Establishment of a Special Service Area No. 7 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures

WHEREAS, the City of Evanston is home rule unit under Article II, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, special service areas are established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, (35 ILCS 200/27-5 et seq.) and pursuant to the Property Tax Code (35 ILCS 200/1-1 et seq.); and

WHEREAS, this ordinance is to propose the establishment of Special Service Area Number 7 providing a tax to be levied associated with the provision of special services to the area; and

WHEREAS, it is in the best interests of the City of Evanston that Special Service Area Number 7 be established,

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

SECTION 1: The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.
SECTION 2: Authority to Establish Special Service Area: The City of Evanston is authorized to establish Special Service Area Number 7 pursuant to Article VII, Section 6 of the Illinois Constitution, 1970, and further pursuant to the provisions of the Illinois Special Service Areas Act (Illinois Compiled Statutes, Chapter 35, Paragraph 200/27-5 et seq.).

SECTION 3: Findings: The City of Evanston finds as follows:

A. It is in the public interest that the creation of Special Service Area Number 7 as described in this Ordinance for the purposes set forth in this Ordinance be established.

B. Special Service Area Number 7 is located in the commercial corridor of Central Street and Green Bay Road bound by Isabella to north, Lincoln on south, Eastwood on east and Hartrey on west. The area comprised of commercial and mixed use. Where it is found to be possible, residential property is not included in SSA Number 7. The permanent tax index numbers of all parcels located within the area of the proposed SSA Number 7 and legal descriptions are attached as Exhibit 1. An accurate map depicting the location of the proposed Special Service Area is attached to and incorporated by reference as Exhibit 2.

SECTION 4: Public Hearing: That a public hearing shall be held on November 25, 2019 at 6:00pm in the City Council chambers of the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201 to consider the establishment of a Special Service Area Number 7 consisting of territory legally described in Exhibit 1 and as depicted on the map labeled Exhibit 2, and incorporated by reference into this ordinance. At the hearing, a tax levy for the Special Service will be considered. The
The proposed annual tax levy for the Special Service Area is in an amount not to exceed the annual rate of 0.45% (percent) of the equalized assessed value of the property within the proposed Special Service Area and the tax will be levied for a twelve year period from and after the date the ordinance establishing the Special Service Area. These taxes shall be in addition to all other taxes permitted by law and shall be levied pursuant to provisions of the Property Tax Code (35 ILCs 200/1-1 et seq).

SECTION 5: Notice of Hearing: Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in the Pioneer Press a newspaper of general circulation in the City of Evanston. Additionally, notice of the public hearing by mail shall be provided with the public hearing notice deposited in the U.S. Mail not less than ten (10) days prior to the time set for the public hearing. The notice of public hearing shall be addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Special Service Area, and in the event taxes for the last preceding year were not paid, the notice of the Hearing was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of said property. The notice of public hearing shall be in substantial conformance to notice attached as Exhibit 3 to this Ordinance.

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 Complied Statues and the courts of the State of Illinois.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 8: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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.

Introduced: ________________, 2019

Adopted: ________________, 2019

Approved: ________________, 2019

__________________________

Stephens B. Hagerty, Mayor

Attest:

Approved as to form:

____________________________

Devon Reid, City Clerk

Michelle Masoncup, Corporation Counsel
EXHIBIT 1

LEGAL DESCRIPTION OF PROPOSED SPECIAL SERVICE AREA & LIST OF PINS

Legal Description of Special Service Area #7
East Central Street District, Evanston, Illinois

BEING THOSE PARTS OF SECTION 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF CENTRAL STREET AND THE WEST RIGHT OF WAY OF HARTREY AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF CENTRAL STREET AND THE EAST LINE OF HARTREY AVENUE;
- THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 22 OF STEWART’S RESUBDIVISION OF BLOCK’S 22, 24 AND 26 OF NORTH EVANSTON (RECORDED APRIL 23, 1880 DOCUMENT NUMBER 268048) SAID CORNER BEING 238 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF CENTRAL STREET AND THE WESTERLY LINE OF STEWART AVENUE;
- THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE WESTERLY LINE OF STEWART AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE EASTERLY LINE OF STEWART AVENUE AND THE SOUTHERLY LINE OF LIVINGSTON STREET;
- THENCE NORtheasterly ALONG THE SOUTHERLY LINE OF LIVINGSTON STREET TO THE WESTERLY LINE OF ALLEY EAST OF STEWART AVENUE;
- THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF ALLEY TO IT INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE NORTHEASTERLY AND EASTERLY ALONG SAID SOUTHERLY LINE OF ALLEY TO THE WESTERLY LINE OF PRAIRIE AVENUE;
- THENCE CONTINUING EASTERLY ALONG THE EXTENSION OF SAID SOUTHERLY LINE OF ALLEY TO THE EASTERN LINE OF PRAIRIE AVENUE;
- THENCE NORTHwesterly ALONG SAID EASTERN LINE OF PRAIRIE AVENUE TO THE NORTHERLY LINE OF LOT 14 IN THE RESUBDIVISION OF LOTS 10 TO 14 IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (RECORDED APRIL 17, 1874 DOCUMENT NUMBER 150939);
- THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 14 TO THE NORTH WESTerLY CORNER OF SAID LOT 14;
- THENCE NORTHwesterLY ALONG THE WESTERLY LINE OF LOTS 1 TO 9 IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (DOCUMENT NUMBER 150939 RECORDED APRIL 17, 1874), TO THE SOUTHERLY LINE OF LIVINGSTON STREET;
THENCE NORTHWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF LIVINGSTON STREET AND THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF ALLEY TO THE SOUTHERLY LINE OF JENKS STREET;

THENCE NORTHWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF JENKS STREET AND THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF ALLEY TO THE SOUTH LINE OF ISABELLA STREET;

THENCE EAST ALONG THE SOUTH LINE OF ISABELLA STREET TO THE EASTERLY RIGHT OF WAY LINE OF THE C & NW RR;

THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF THE C & NW RR TO THE ITS INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 11 IN BLOCK 33 IN C. L. JENK'S RESUBDIVISION OF BLOCKS 27, 28, 32, 33 AND 37 OF NORTH EVANSTON (RECORDED MARCH 8, 1875 DOCUMENT NUMBER 16886);

THENCE NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF SAID LOT 11, SAID CORNER BEING 193.5 FEET NORTHWESTERLY ALONG THE EASTERLY LINE OF RAILROAD AVENUE AND ITS INTERSECTION WITH THE WEST LINE OF BROADWAY AVENUE;

THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11 TO THE WEST LINE OF BROADWAY AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF BROADWAY AVENUE TO ITS INTERSECTION WITH THE EASTERLY LINE OF EAST RAILROAD AVENUE;

THENCE EAST TO THE EAST LINE OF BROADWAY AVENUE;

THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;

THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF EASTWOOD AVENUE;

THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF EASTWOOD AVENUE AND THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;

THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE NORTH EAST CORNER OF LOT 5 (EXCEPT THE WEST 16 FEET THEREOF) IN BLOCK 36 IN NORTH EVANSTON (RECORDED APRIL 17, 1874 DOCUMENT 150939), SAID CORNER BEING 200 FEET EAST OF EASTWOOD AVENUE;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE OF CENTRAL STREET;

THENCE SOUTH TO THE SOUTH LINE OF CENTRAL STREET;

THENCE WEST ALONG THE SOUTH LINE OF CENTRAL STREET TO THE NORTH EAST CORNER OF LOT 1 IN BLOCK 8 OF NORTH EVANSTON (RECORDED FEBRUARY 17, 1874 DOCUMENT NUMBER 150939), SAID CORNER BEING 60 FEET EAST OF THE EAST LINE OF EASTWOOD AVENUE;

THENCE SOUTH ALONG EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;

THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY TO THE EAST LINE OF EASTWOOD AVENUE;
• THENCE NORTH ALONG THE EAST LINE OF EASTWOOD AVENUE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF EASTWOOD AVENUE AND ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG NORTH LINE OF SAID ALLEY TO THE EAST LINE OF RAILROAD AVENUE;
• THENCE WEST TO THE EASTERLY RIGHT OF WAY LINE OF C & N.W. RR;
• THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF C & N.W. RR TO THE NORTH LINE OF SIMPSON STREET;
• THENCE WEST ALONG THE NORTH LINE OF SIMPSON STREET TO THE WESTERLY RIGHT OF WAY LINE OF C & N.W. RR;
• THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF C & N.W. RR TO ITS INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 9 (EXCEPT THE NORTHERLY 38 FEET OF THE WESTERLY 70 FEET OF SAID LOT 9) IN BLOCK 16 NORTH EVANSTON (RECORDED FEBRUARY 17, 1874);
• THENCE SOUTHWESTERLY TO THE SOUTH EAST CORNER OF SAID LOT 9, SAID CORNER BEING 450 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE WEST LINE OF GREEN BAY ROAD AND THE SOUTHERLY LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 9 TO THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
• THENCE NORTHWESTERLY ALONG EASTERLY LINE OF SAID ALLEY TO THE SOUTH EAST CORNER OF LOT 2 (EXCEPT THE NORTH 30 FEET THEREOF OF THE WEST 40 FEET THEREOF) IN BLOCK 16 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874) BEING A 100 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE EAST LINE OF ALLEY WEST OF GREEN BAY ROAD AND THE SOUTH LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 16 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874), BEING A 100 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE WEST LINE OF ALLEY WEST OF GREEN BAY ROAD AND THE SOUTH LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 18 A DISTANCE OF 120 FEET;
• THENCE NORTHWESTERLY AND PARALLEL WITH THE EAST LINE OF PRAIRIE AVENUE TO THE SOUTH LINE OF HARRISON STREET;
• THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF HARRISON STREET TO THE WESTERLY LINE OF ALLEY WEST OF GREEN BAY RD;
• THENCE NORTHWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF HARRISON STREET AND THE WEST LINE OF ALLEY WEST OF GREEN BAY ROAD;
• THENCE NORTHWESTERLY ALONG SAID WEST LINE OF ALLEY TO THE SOUTH EASTERLY CORNER OF LOT 1 IN RANDELY'S SUBDIVISION OF LOTS 8 AND 9 OF BLOCK 19 OF NORTH EVANSTON (RECORDED JANUARY 24, 1907 DOCUMENT NUMBER 398029);
THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOTS 1, 2, 3, 4 AND 13 IN RANDLEV’S SUBDIVISION OF LOTS 8 AND 9 OF BLOCK 19 OF NORTH EVANSTON (RECORDED JANUARY 24, 1907 DOCUMENT NUMBER 398029) TO THE EASTERLY LINE OF PRAIRIE AVENUE;

THENCE WESTERLY TO THE INTERSECTION OF THE WEST LINE OF PRAIRIE AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;

THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY TO THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 18 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874 DOCUMENT NUMBER 150939) BEING 70 FEET EAST OF THE EAST LINE OF HARTREY AVENUE;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 80 FEET TO A POINT 70 FEET SOUTH OF THE SOUTH LINE OF CENTRAL STREET;

THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF CENTRAL STREET TO THE EAST LINE OF HARTREY AVENUE;

THENCE WEST TO THE INTERSECTION OF THE WESTERLY LINE OF PIONEER ROAD AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;

THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY A DISTANCE OF 50 FEET TO THE SOUTH WEST CORNER OF LOT 1 IN BLOCK 1 IN HARTREY’S ADDITION TO THE NORTH EVANSTON (RECORDED MAY 6, 1872);

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH LINE OF CENTRAL STREET;

THENCE EAST ALONG THE SOUTH LINE OF CENTRAL STREET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.
# SSA #7 PIN LIST

## EAST CENTRAL STREET DISTRICT -- PARCELS

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<tr>
<th>No.</th>
<th>PIN Number</th>
<th>10-4 PIN Number</th>
<th>10-5 PIN Number</th>
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EXHIBIT 2

SPECIAL SERVICE AREA #7 PROPOSED MAP

East Central St District

Independence Park

Evanston Public Library
North Branch

Boundary extends to end of U.P. right-of-way at Simpson Street

0 0.075 0.15 0.3 Miles
EXHIBIT 3

NOTICE OF HEARING - CITY OF EVANSTON
SPECIAL SERVICE AREA NUMBER 7

NOTICE IS HEREBY GIVEN that on November 25, 2019 at 6:00pm in City Council Chambers, 2100 Ridge Avenue, Evanston, Illinois 60201, a hearing will be held by the City Council of the City of Evanston to consider the establishment of a Special Service Area consisting of territory legally described as follows:

Legal Description of Special Service Area #7

East Central Street District, Evanston, Illinois

BEING THOSE PARTS OF SECTION 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF CENTRAL STREET AND THE WEST RIGHT OF WAY OF HARTREY AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF CENTRAL STREET AND THE EAST LINE OF HARTREY AVENUE;
- THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 22 OF STEWART’S RESUBDIVISION OF BLOCK’S 22, 24 AND 26 OF NORTH EVANSTON (RECORDED APRIL 23, 1880 DOCUMENT NUMBER 268048) SAID CORNER BEING 238 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF CENTRAL STREET AND THE WESTERLY LINE OF STEWART AVENUE;
- THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE WESTERLY LINE OF STEWART AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE EASTERLY LINE OF STEWART AVENUE AND THE SOUTHERLY LINE OF LIVINGSTON STREET;
- THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LIVINGSTON STREET TO THE WESTERLY LINE OF ALLEY EAST OF STEWART AVENUE;
- THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF ALLEY TO IT INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE NORTHEASTERLY AND EASTERLY ALONG SAID SOUTHERLY LINE OF ALLEY TO THE WESTERLY LINE OF PRAIRIE AVENUE;
- THENCE CONTINUING EASTERLY ALONG THE EXTENSION OF SAID SOUTHERLY LINE OF ALLEY TO THE EASTERLY LINE OF PRAIRIE AVENUE;
- THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF PRAIRIE AVENUE TO THE NORTHERLY LINE OF LOT 14 IN THE RESUBDIVISION OF LOTS 10 TO 14...
IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (RECORDED APRIL 17, 1874 DOCUMENT NUMBER 150939);

- THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 14 TO THE NORTH WESTERLY CORNER OF SAID LOT 14;
- THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF LOTS 1 TO 9 IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (DOCUMENT NUMBER 150939 RECORDED APRIL 17, 1874), TO THE SOUTHERLY LINE OF LIVINGSTON STREET;
- THENCE NORTHWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF LIVINGSTON STREET AND THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
- THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF ALLEY TO THE SOUTHERLY LINE OF JENKS STREET;
- THENCE NORTHWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF JENKS STREET AND THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
- THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF ALLEY TO THE SOUTH LINE OF ISABELLA STREET;
- THENCE EAST ALONG THE SOUTH LINE OF ISABELLA STREET TO THE EASTERLY RIGHT OF WAY LINE OF THE C & NW RR;
- THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF THE C & NW RR TO THE ITS INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF LOT 11 IN BLOCK 33 IN C. L. JENK’S RESUBDIVISION OF BLOCKS 27, 28, 32, 33 AND 37 OF NORTH EVANSTON (RECORDED MARCH 8, 1875 DOCUMENT NUMBER 16886);
- THENCE NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF SAID LOT 11, SAID CORNER BEING 193.5 FEET NORTHWESTERLY ALONG THE EASTERLY LINE OF RAILROAD AVENUE AND ITS INTERSECTION WITH THE WEST LINE OF BROADWAY AVENUE;
- THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11 TO THE WEST LINE OF BROADWAY AVENUE;
- THENCE SOUTH ALONG SAID WEST LINE OF BROADWAY AVENUE TO ITS INTERSECTION WITH THE EASTERLY LINE OF EAST RAILROAD AVENUE;
- THENCE EAST TO THE EAST LINE OF BROADWAY AVENUE;
- THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF EASTWOOD AVENUE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF EASTWOOD AVENUE AND THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE NORTH EAST CORNER OF LOT 5 (EXCEPT THE WEST 16 FEET THEREOF) IN BLOCK 36 IN NORTH EVANSTON (RECORDED APRIL 17, 1874 DOCUMENT 150939), SAID CORNER BEING 200 FEET EAST OF EASTWOOD AVENUE;
- THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE OF CENTRAL STREET;
- THENCE SOUTH TO THE SOUTH LINE OF CENTRAL STREET;
• THENCE WEST ALONG THE SOUTH LINE OF CENTRAL STREET TO THE NORTH EAST CORNER OF LOT 1 IN BLOCK 8 OF NORTH EVANSTON (RECORDED FEBRUARY 17, 1874 DOCUMENT NUMBER 150939), SAID CORNER BEING 60 FEET EAST OF THE EAST LINE OF EASTWOOD AVENUE;
• THENCE SOUTH ALONG EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY TO THE EAST LINE OF EASTWOOD AVENUE;
• THENCE NORTH ALONG THE EAST LINE OF EASTWOOD AVENUE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF EASTWOOD AVENUE AND ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG NORTH LINE OF SAID ALLEY TO THE EAST LINE OF RAILROAD AVENUE;
• THENCE WEST TO THE EASTERLY RIGHT OF WAY LINE OF C & N.W. RR;
• THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF C & N.W. RR TO THE NORTH LINE OF SIMPSON STREET;
• THENCE WEST ALONG THE NORTH LINE OF SIMPSON STREET TO THE WESTERLY RIGHT OF WAY LINE OF C & N.W. RR;
• THENCE NORTHWESTERLY ALONG SAID W ESTERLY RIGHT OF WAY LINE OF C & N.W. RR TO ITS INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 9 (EXCEPT THE NORTHERLY 38 FEET OF THE W ESTERLY 70 FEET OF SAID LOT 9) IN BLOCK 16 NORTH EVANSTON (RECORDED FEBRUARY 17, 1874);
• THENCE SOUTHWESTERLY TO THE SOUTH EAST CORNER OF SAID LOT 9, SAID CORNER BEING 450 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE WEST LINE OF GREEN BAY ROAD AND THE SOUTHERLY LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 9 TO THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
• THENCE NORTHWESTERLY ALONG EASTERLY LINE OF SAID ALLEY TO THE SOUTH EAST CORNER OF LOT 2 (EXCEPT THE NORTH 30 FEET THEREOF OF THE WEST 40 FEET THEREOF) IN BLOCK 16 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874) BEING A 100 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE EAST LINE OF ALLEY WEST OF GREEN BAY ROAD AND THE SOUTH LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 16 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874), BEING A 100 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE WEST LINE OF ALLEY WEST OF GREEN BAY ROAD AND THE SOUTH LINE OF HARRISON STREET;
• THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 18 A DISTANCE OF 120 FEET;
• THENCE NORTHWESTERLY AND PARALLEL WITH THE EAST LINE OF PRAIRIE AVENUE TO THE SOUTH LINE OF HARRISON STREET;
• THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF HARRISON STREET TO THE W ESTERLY LINE OF ALLEY WEST OF GREEN BAY RD;
THENCE NORTHWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF HARRISON STREET AND THE WEST LINE OF ALLEY WEST OF GREEN BAY ROAD;

THENCE NORTHWESTERLY ALONG SAID WEST LINE OF ALLEY TO THE SOUTH EASTERLY CORNER OF LOT 1 IN RANDLEV’S SUBDIVISION OF LOTS 8 AND 9 OF BLOCK 19 OF NORTH EVANSTON (RECORDED JANUARY 24, 1907 DOCUMENT NUMBER 398029);

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOTS 1, 2, 3, 4 AND 13 IN RANDLEV’S SUBDIVISION OF LOTS 8 AND 9 OF BLOCK 19 OF NORTH EVANSTON (RECORDED JANUARY 24, 1907 DOCUMENT NUMBER 398029) TO THE EASTERNLY LINE OF PRAIRIE AVENUE;

THENCE WESTERLY TO THE INTERSECTION OF THE WEST LINE OF PRAIRIE AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;

THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY TO THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 18 IN NORTH EVANSTON (RECORDED FEBRUARY 17, 1874 DOCUMENT NUMBER 150939) BEING 70 FEET EAST OF THE EAST LINE OF HARTREY AVENUE;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 80 FEET TO A POINT 70 FEET SOUTH OF THE SOUTH LINE OF CENTRAL STREET;

THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF CENTRAL STREET TO THE EAST LINE OF HARTREY AVENUE;

THENCE WEST TO THE INTERSECTION OF THE WESTERLY LINE OF PIONEER ROAD AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;

THENCE WEST ALONG THE NORTH LINE OF SAID ALLEY A DISTANCE OF 50 FEET TO THE SOUTH WEST CORNER OF LOT 1 IN BLOCK 1 IN HARTREY’S ADDITION TO THE NORTH EVANSTON (RECORDED MAY 6, 1872);

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH LINE OF CENTRAL STREET;

THENCE EAST ALONG THE SOUTH LINE OF CENTRAL STREET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

The approximate location of the proposed Special Service Area Number 7 is located in the commercial corridor of Central Street and Green Bay Road bound by Isabella to north, Lincoln on south, Eastwood on east and Hartrey on west. The area comprised of commercial and mixed use properties is focused primarily on the inclusion of properties that include ground floor commercial uses.

All interested persons affected by the proposed establishment of the Special Service Area will be provided with an opportunity to be heard regarding the formation of, the boundaries of, the special service area and may object to the formation of the area and the levy of taxes affecting the area. The purpose for establishing the Special Service Area is to provide a source of funds for business district activities that are proposed to include within the SSA boundaries, but are not limited to landscaping activities, installation of holiday decorations, public-way aesthetic improvements, wayfinding signage, and advertising and marketing of the business district. All the
described services are unique and in addition to services generally provided by the City of Evanston.

At the hearing, a tax levy for the Special Service will be considered. The proposed annual tax levy for the Special Service Area is an amount not to exceed an annual rate of .45% (percent) of the equalized assessed value of the property within the proposed Special Service Area and the tax will be levied for indefinite period of time from and after the date of the ordinance establishing the Special Service Area. These taxes shall be in addition to all other taxes permitted by law and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 et seq). The tax levies are intended to produce approximately $154,800 annually for the cost of the services described above. The City of Evanston, however, may annually levy up to the maximum rate specified in the ordinance establishing the Special Service Area for the cost of services described above as said services become necessary and are provided by the City of Evanston. The hearing may be adjourned by the City Council of the City of Evanston to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition objecting to the establishment of the proposed Special Service Area, the tax levy, or the imposition of a tax for the provision of special services to the proposed Special Service Area that has been signed by at least fifty-one percent (51%) of the electors residing within the proposed Special Service Area, and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of the proposed Special Service Area, is filed with the City of Evanston City Clerk within sixty (60) days following the final adjournment of the public hearing regarding the establishment of the proposed Special Service Area, no such Special Service Area may be established nor any tax levied or imposed.

Dated this _____ the day of ________, 20__.

__________________________
CITY CLERK
AN ORDINANCE

Proposing the Establishment of a Special Service Area No. 8 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures

WHEREAS, the city of Evanston is home rule unit under Article II, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, special service areas are established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, (35 ILCS 200/27-5 et seq.) and pursuant to the Property Tax Code (35 ILCS 200/1-1 et seq.); and

WHEREAS, this ordinance is to propose the establishment of Special Service Area Number 8 providing a tax to be levied associated with the provision of special services to the area; and

WHEREAS, it is in the best interests of the City of Evanston that Special Service Area Number 8 be established,

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

SECTION 1: The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.
SECTION 2: Authority to Establish Special Service Area: The City of Evanston is authorized to establish Special Service Area Number 8 pursuant to Article VII, Section 6 of the Illinois Constitution, 1970, and further pursuant to the provisions of the Illinois Special Service Areas Act (Illinois Compiled Statutes, Chapter 35, Paragraph 200/27-5 et seq..

SECTION 3: Findings: The City of Evanston finds as follows:

A. It is in the public interest that the creation of Special Service Area Number 8 as described in this Ordinance for the purposes set forth in this Ordinance be established.

B. Special Service Area Number 8 is located in the commercial corridor of Central Street bound by Central Park Avenue to the west and Ewing Avenue to the east. The area comprised of commercial and mixed use. Where it is found to be possible, residential property is not included in SSA Number 8. The permanent tax index numbers of all parcels located within the area of the proposed SSA Number 8 and legal descriptions are attached as Exhibit 1. An accurate map depicting the location of the proposed Special Service Area is attached to and incorporated by reference as Exhibit 2.

SECTION 4: Public Hearing: That a public hearing shall be held on November 25, 2019 at 6:00 p.m. in the City Council chambers of the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201 to consider the establishment of a Special Service Area Number 8 consisting of territory legally described in Exhibit 1 and as depicted on the map labeled Exhibit 2, and incorporated by reference into this ordinance. At the hearing, a tax levy for the Special Service will be considered. The
proposed annual tax levy for the Special Service Area is in an amount not to exceed the rate of 0.45% (percent) of the equalized assessed value of the property within the proposed Special Service Area and the tax will be levied for a twelve year period from and after the date the ordinance establishing the Special Service Area. These taxes shall be in addition to all other taxes permitted by law and shall be levied pursuant to provisions of the Property Tax Code (35 ILCs 200/1-1 et seq).

SECTION 5: Notice of Hearing: Notice of the public hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in the Pioneer Press a newspaper of general circulation in the City of Evanston. Additionally, notice of the public hearing by mail shall be provided with the public hearing notice deposited in the U.S. Mail not less than ten (10) days prior to the time set for the public hearing. The notice of public hearing shall be addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Special Service Area, and in the event taxes for the last preceding year were not paid, the notice of the Hearing was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of said property. The notice of public hearing shall be in substantial conformance to notice attached as Exhibit 3 to this Ordinance.

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 Complied Statues and the courts of the State of Illinois.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 8: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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.

Introduced: ________________, 2019

Adopted: ________________, 2019

Approved: ________________, 2019

__________________________

Stephen B. Hagerty, Mayor

Attest: ______________________

Devon Reid, City Clerk

Approved as to form:

Michelle Masoncup, Corporation Counsel
EXHIBIT 1

LEGAL DESCRIPTION OF PROPOSED SPECIAL SERVICE AREA & LIST OF PINS

Legal Description of Special Service Area #8
East Central Street District, Evanston, Illinois.

BEING THOSE PARTS OF SECTION 33 AND 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- THENCE NORTH ALONG SAID WEST LINE OF LOT 1 TO THE NORTHLINE OF AFORESAID LOT 1 IN THE CONSOLIDATION IN H. WITTBOLDS SUBDIVISION;
- THENCE EAST ALONG SAID NORTH LINE OF LOT 1 TO THE WEST LINE OF CENTRAL PARK AVE;
- THENCE CONTINUING EAST TO THE EAST LINE OF CENTRAL PARK AVENUE;
- THENCE SOUTH ALONG THE EAST LINE OF CENTRAL PARK AVENUE TO THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF HURD AVENUE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF HURD AVENUE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF LINCOLNWOOD DRIVE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF LINCOLNWOOD DRIVE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE CENTERLINE OF ALLEY FROM THE NORTH WEST OF REESE AVENUE;
- THENCE NORTH ALONG SAID CENTERLINE TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET TO THE EAST;
- THENCE EAST ALONG SOUTH LINE OF SAID ALLEY TO THE WEST LINE OF REESE AVENUE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF REESE AVE AND THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF EWING AVE;
- THENCE SOUTH ALONG THE WEST LINE OF EWING AVENUE AND ITS EXTENSION TO THE SOUTH LINE OF CENTRAL AVENUE;
• THENCE EAST ALONG THE SOUTH LINE OF CENTRAL AVENUE TO A POINT 100 FEET EAST OF THE EAST LINE OF EWING AVE, BEING THE EAST LINE OF LOTS 9 AND 10 (EXCEPTING THE SOUTH 120 FEET OF SAID LOTS) IN BLOCK 3 IN E.T. PAUL’S ADDITION TO EVANSTON (RECORDED JULY 10, 1891);
• THENCE SOUTH ALONG SAID EAST LINE OF LOT 9 A DISTANCE OF 71.25 FEET;
• THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF CENTRAL AVENUE TO THE EAST LINE OF EWING AVENUE;
• THENCE CONTINUING WEST ALONG THE EXTENSION OF SAID LINE TO THE WEST LINE OF EWING STREET;
• THENCE SOUTH ALONG SAID WEST LINE OF EWING AVENUE TO THE NORTH LINE OF THE ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF LINCOLNWOOD DRIVE FROM THE NORTH;
• THENCE NORTH ALONG SAID EAST LINE OF LINCOLNWOOD DRIVE TO IT’S INTERSECTION WITH THE EXTENSION OF THE NORTH LINE OF ALLEY SOUTH OF CENTRAL AVE WEST OF LINCOLNWOOD DRIVE;
• THENCE WEST ALONG SAID EXTENSION OF THE NORTH LINE OF ALLEY TO THE WEST LINE OF LINCOLNWOOD DRIVE FROM THE NORTH;
• THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF HURD AVENUE;
• THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF HURD AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF CENTRAL PARK AVENUE;
• THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF CENTRAL PARK AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
• THENCE WEST ALONG SAID NORTH LINE OF ALLEY 186 FEET TO THE WEST LINE OF LOT 6 IN BLOCK 3 OF ARTHUR T. McINTOSH’S ADDITION TO EVANSTON (RECORDED JULY 19, 1915 DOCUMENT NUMBER 5674726);
• THENCE NORTH ALONG SAID WEST LINE OF LOT 6 TO THE SOUTH LINE OF CENTRAL STREET;
• THENCE NORTH TO THE NORTH LINE OF CENTRAL STREET;
• THENCE WEST ALONG SAID NORTH LINE OF CENTRAL STREET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.
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905 of 1253
EXHIBIT 2

SPECIAL SERVICE AREA #8 PROPOSED MAP

Existing Land Use

- Single-Family/Condominium
- Commercial
- Multi-Family Residence
- Mixed-Use
- Tax-Exempt
- Vacant Storefront

Note: Residential blocks between Ewing Ave. and Hartrey Ave. are not included in the district.
EXHIBIT 3

NOTICE OF HEARING - CITY OF EVANSTON
SPECIAL SERVICE AREA NUMBER 8

NOTICE IS HEREBY GIVEN that on November 25, 2019 at 7:00 p.m., City Council Chambers, 2100 Ridge Avenue, Evanston, Illinois 60201, a hearing will be held by the City Council of the City of Evanston to consider the establishment of a Special Service Area consisting of territory legally described as follows:

Legal Description of Special Service Area #8
West Central Street District, Evanston, Illinois.

BEING THOSE PARTS OF SECTION 33 AND 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- THENCE NORTH ALONG SAID WEST LINE OF LOT 1 TO THE NORTHLINE OF AFORESAID LOT 1 IN THE CONSOLIDATION IN H. WITTBOLDS SUBDIVISION;
- THENCE EAST ALONG SAID NORTH LINE OF LOT 1 TO THE WEST LINE OF CENTRAL PARK AVE;
- THENCE CONTINUING EAST TO THE EAST LINE OF CENTRAL PARK AVENUE;
- THENCE SOUTH ALONG THE EAST LINE OF CENTRAL PARK AVENUE TO THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF HURD AVENUE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF HURD AVENUE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF LINCOLNWOOD DRIVE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF LINCOLNWOOD DRIVE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE CENTERLINE OF ALLEY FROM THE NORTH WEST OF REESE AVENUE;
- THENCE NORTH ALONG SAID CENTERLINE TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET TO THE EAST;
THENCE EAST ALONG SOUTH LINE OF SAID ALLEY TO THE WEST LINE OF REESE AVENUE;
THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF REESE AVE AND THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF EWING AVE;
THENCE SOUTH ALONG THE WEST LINE OF EWING AVENUE AND ITS EXTENSION TO THE SOUTH LINE OF CENTRAL AVENUE;
THENCE EAST ALONG THE SOUTH LINE OF CENTRAL AVENUE TO A POINT 100 FEET EAST OF THE EAST LINE OF EWING AVE, BEING THE EAST LINE OF LOTS 9 AND 10 (EXCEPTING THE SOUTH 120 FEET OF SAID LOTS) IN BLOCK 3 IN E.T. PAUL'S ADDITION TO EVANSTON (RECORDED JULY 10, 1891);
THENCE SOUTH ALONG SAID EAST LINE OF LOT 9 A DISTANCE OF 71.25 FEET;
THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF CENTRAL AVENUE TO THE EAST LINE OF EWING AVENUE;
THENCE CONTINUING WEST ALONG THE EXTENSION OF SAID LINE TO THE WEST LINE OF EWING STREET;
THENCE SOUTH ALONG SAID WEST LINE OF EWING AVENUE TO THE NORTH LINE OF THE ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF LINCOLNWOOD DRIVE FROM THE NORTH;
THENCE NORTH ALONG SAID EAST LINE OF LINCOLNWOOD DRIVE TO IT'S INTERSECTION WITH THE EXTENSION OF THE NORTH LINE OF ALLEY SOUTH OF CENTRAL AVE WEST OF LINCOLNWOOD DRIVE;
THENCE WEST ALONG SAID EXTENSION OF THE NORTH LINE OF ALLEY TO THE WEST LINE OF LINCOLNWOOD DRIVE FROM THE NORTH;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF HURD AVENUE;
THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF HURD AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY TO THE EAST LINE OF CENTRAL PARK AVENUE;
THENCE WEST TO THE INTERSECTION OF THE WEST LINE OF CENTRAL PARK AVENUE AND THE NORTH LINE OF ALLEY SOUTH OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF ALLEY 186 FEET TO THE WEST LINE OF LOT 6 IN BLOCK 3 OF ARTHUR T. MCINTOSH'S ADDITION TO EVANSTON (RECORDED JULY 19, 1915 DOCUMENT NUMBER 5674726);
THENCE NORTH ALONG SAID WEST LINE OF LOT 6 TO THE SOUTH LINE OF CENTRAL STREET;
THENCE NORTH TO THE NORTH LINE OF CENTRAL STREET;
THENCE WEST ALONG SAID NORTH LINE OF CENTRAL STREET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.
The approximate location of the proposed Special Service Area Number 8 is located in the commercial corridor of Central Street and Green Bay Road bound by Isabella to north, Lincoln on south, Eastwood on east and Hartrey on west. The area comprised of commercial and mixed use properties a is focused primarily on the inclusion of properties that include ground floor commercial uses.

All interested persons affected by the proposed establishment of the Special Service Area will be provided with an opportunity to be heard regarding the formation of, the boundaries of, the special service area and may object to the formation of the area and the levy of taxes affecting the area. The purpose for establishing the Special Service Area is to provide a source of funds for business district activities that are proposed to include within the SSA boundaries, but are not limited to landscaping activities, installation of holiday decorations, public-way aesthetic improvements, wayfinding signage, and advertising and marketing of the business district. All the described services are unique and in addition to services generally provided by the City of Evanston.

At the hearing, a tax levy for the Special Service will be considered. The proposed annual tax levy for the Special Service Area is an amount not to exceed an annual rate of .45% (percent) of the equalized assessed value of the property within the proposed Special Service Area and the tax will be levied for indefinite period of time from and after the date of the ordinance establishing the Special Service Area. These taxes shall be in addition to all other taxes permitted by law and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 et seq). The tax levy for SSA# 8 are intended to produce approximately $60,200 annually for the cost of the services described above. The City of Evanston, however, may annually levy up to the maximum rate specified in the ordinance establishing the Special Service Area for the cost of services described above as said services become necessary and are provided by the City of Evanston. The hearing may be adjourned by the City Council of the City of Evanston to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition objecting to the establishment of the proposed Special Service Area, the tax levy, or the imposition of a tax for the provision of special services to the proposed Special Service Area that has been signed by at least fifty-one percent (51%) of the electors residing within the proposed Special Service Area, and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of the proposed Special Service Area, is filed with the City of Evanston City Clerk within sixty (60) days following the final adjournment of the public hearing regarding the establishment of the proposed Special Service Area, no such Special Service Area may be established nor any tax levied or imposed.

Dated this ____ the day of __________, YEAR.

__________________________
CITY CLERK
ACKNOWLEDGMENTS

STEERING COMMITTEE MEMBERS

Mari Barnes, Notice
Tom Erd, The Spice House
Fred Gale, Ten Mile House
John Kim, Backlot Coffee
Aim Larrabee, Aim & Ailie Hair Boutique
Simone Oettinger, Maya Papaya Toni Macaroni
Jody Springer, Berkshire Hathaway
John Tasi, Old Neighborhood Grill

EX–OFICIO MEMBERS

Alderman Eleanor Revelle
Alderman Thomas Suffredin
Paulina Martínez, City of Evanston
Paul Zalmezak, City of Evanston

TESKA ASSOCIATES

Lee Brown, President
Scott Goldstein, Principal
Erin Cigliano, Principal and Designer
Carol Brobeck, Associate Planner
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>WHY CONSIDER A SPECIAL SERVICE AREA?</td>
<td>4</td>
</tr>
<tr>
<td>02</td>
<td>WHAT IS A SPECIAL SERVICE AREA (SSA)?</td>
<td>5</td>
</tr>
<tr>
<td>03</td>
<td>WHAT IS THE PROBLEM TO BE SOLVED?</td>
<td>6</td>
</tr>
<tr>
<td>04</td>
<td>ENGAGEMENT</td>
<td>8</td>
</tr>
<tr>
<td>05</td>
<td>WHAT ARE THE PROPOSED BOUNDARIES?</td>
<td>11</td>
</tr>
<tr>
<td>06</td>
<td>WHAT ARE THE SERVICES TO BE PROVIDED?</td>
<td>14</td>
</tr>
<tr>
<td>07</td>
<td>BUDGET</td>
<td>16</td>
</tr>
<tr>
<td>08</td>
<td>WORK PLAN</td>
<td>19</td>
</tr>
<tr>
<td>09</td>
<td>GOVERNANCE PLAN</td>
<td>21</td>
</tr>
<tr>
<td>10.1</td>
<td>APPENDIX: MARKET FACTS</td>
<td>25</td>
</tr>
<tr>
<td>10.2</td>
<td>APPENDIX: METHODOLOGY</td>
<td>32</td>
</tr>
<tr>
<td>10.3</td>
<td>APPENDIX: WEST CENTRAL LEGAL DESCRIPTION AND PIN LIST</td>
<td>35</td>
</tr>
<tr>
<td>10.4</td>
<td>APPENDIX: EAST CENTRAL LEGAL DESCRIPTION AND PIN LIST</td>
<td>37</td>
</tr>
</tbody>
</table>
Anyone who has ever been to Central Street in Evanston instantly knows what a family-friendly, vibrant corridor it is. Lined with charming retail shops, independent stores and services, great bakeries, neighborhood diners, cozy cafes, and above all else, character all its own! Central Street serves as the spine of the neighborhood which was named as a Great Place in America by the American Planning Association.

“Central Street is a regional destination with an eclectic mix of homegrown businesses and eateries.”

- American Planning Association

Central Street businesses have come together under the Central Street Business Association to market the area. This volunteer effort has led to many successful events and activities:

- Annual Sidewalk Sale
- April in Paris
- Marketing businesses through Facebook
- Art Walk
- Small Business Saturday

But this volunteer effort is not enough to meet current challenges: changes in retail, expectations of shoppers, a need to stay in step with competing areas, and the success of other Special Service Areas (SSAs) in Evanston. This has led to the need to come together to create an ongoing tool that will provide the resources and expertise to keep Central Street vibrant.

Central Street has a strong local community of businesses and residents. It is walkable and has excellent transportation including: Metra, CTA, Pace and Divvy; but it also has limited visibility to major roads (no direct access to I-94) and competes with neighboring areas in adjacent suburbs and the North side of Chicago.

This feasibility study explores whether an SSA could provide professional management and services to work with local businesses to market, maintain and improve the district.

Figure 1: Central Street is home to a diverse range of businesses, events, and destinations.

Figure 2: CSBA organizes local events to draw people to Central Street
A Special Service Area (SSA) is a designated district in which property owners choose to provide financial support for additional services. SSAs are permitted to be designated by municipalities under 35 ILCS 200/Article 27 which states that:

“Special Service Area” means a contiguous area within a municipality or county in which special governmental services are provided in addition to those services provided generally throughout the municipality or county, the cost of the special services to be paid from revenues collected from taxes levied or imposed upon property within that area. (35 ILCS 200/27-5)

The City of Evanston may establish an SSA in accordance with the legislation through holding a public hearing and having the City Council pass an ordinance establishing an SSA for a period of ten years. A board would be elected by local property owners to oversee the SSA under contract to the City of Evanston. The board would recommend, and the Evanston City Council would approve, a local property tax levy that is applied to properties annually within the SSA. The funds collected must be spent within the district. The tax rate may not exceed a maximum rate that is established in the ordinance.

There are two SSAs in Evanston: Main-Dempster Mile and Downtown Evanston. In each SSA, resources are dedicated to provide services ranging from public art and marketing to maintenance and beautification.
WHAT IS THE PROBLEM TO BE SOLVED?

The Central Street Business Association (CSBA) has worked to promote the area and organize events and activities for residents and customers for many years. It has done that through volunteer efforts led by local businesses. While events such as April in Paris, the Sidewalk Sale and street banners have been successful, the businesses believe that there is much more potential to come together as a community to make improvements — whether it is beautification, new holiday lighting, more events or sidewalk snow clearing.

ISSUE ASSESSMENT

• There are currently eleven vacant commercial storefronts along Central Street. There are limited resources for holidays and landscaping improvements. Marketing is done by volunteers with little advertising and promotion budget. Increased vacancies will hurt both local merchants and the property value of everyone along the street.

• Sidewalks, trees and plantings all require constant maintenance. While the City of Evanston does its best to maintain the public right-of-way, a SSA can provide the local property owner match for sidewalk repairs, and additional trees and landscaping can be installed through a SSA.

• Changes in retail make it more and more difficult to survive in retail — whether it is competition with online retailers or national chains at regional shopping malls such as Old Orchard just a few minutes away. The lessons of retailers and restaurants in successful areas is the importance of a walkable, enjoyable experience, and a sense of community.
• **Independence Park** is attractive and heavily used but has few events and programmed activities. Sidewalks are unevenly cleared from snow. Many sidewalks need repairs, requiring a 50% match by property owners. Parking continues to be a big issue and needs more input from Central St. residents and businesses.

• **Creating an entity that represents everyone** will provide an opportunity to address the whole street as one and have a way to make investments that will benefit all properties.

Taking into account these issues, in 2018 local business owners asked the City of Evanston for assistance to assess the possible designation of a Special Service Area on Central Street.

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**The primary purpose of an SSA:**

Channel additional funds and creative energy back into the area to help support the local business community and add benefits to the corridor for residents, visitors, and shop owners to enjoy.

---

*Figure 8: Central Street is home to family-friendly businesses and is easily accessed by bicycle and all modes of transit*
A variety of tools were used to engage businesses, property owners, residents and local organizations in the feasibility study. These techniques included a number of preliminary outreach meetings with businesses to plan the engagement effort. A Steering Committee was organized to guide the process. Two large Community Meetings, a presentation and discussion at a 7th Ward meeting, an interactive Web Site, social media posts, comment cards, first-class mailings to every property owner, and a planned public hearing and City Council meeting will be a part of the engagement process.

**OUTREACH + STEERING COMMITTEE MEETINGS**

**Local Businesses Meeting #1**  
December 12, 2018 at Gotta B Crepes

The first meeting of local businesses reviewed why the local merchants had petitioned the City of Evanston to undertake a feasibility study. Over 30 local businesses had signed the petition requesting the study. Among the district needs, businesses cited the need to market the area, host a consistent series of events, have a staff person to coordinate efforts and represent the business district to serve local businesses and attract new businesses. Some of the ideas discussed at the meeting were to have greater cohesion and unity, work with major institutions such as Northwestern University and North Shore University Evanston Hospital, and more consistent marketing of the area.

**Local Businesses Meeting #2**  
January 22, 2018 at Old Neighborhood Grill

At the second meeting, the project website was presented (www.centralstreetevanston.org) and feedback was collected to refine information and include examples of local SSAs in Evanston (Downtown Evanston and Main-Dempster Mile). Draft outreach materials were reviewed and businesses were encouraged to distribute information to other businesses and residents who live in the area. The Steering Committee discussed the services they needed including staff, marketing, beautification and maintenance, as well as costs to typical storefronts, commercial and residential buildings.

**Local Businesses Meeting #3**  
February 4, 2018 at Evanston Art Center

The third meeting focused on outreach efforts, planned dates for upcoming community meetings, and materials to be developed to spread information to all interested parties. Alderman Revelle offered to host a presentation at the 7th Ward Meeting and distribute information in the Ward Newsletter.

**Steering Committee Meeting #1**  
February 19, 2019, Evanston Public Library North Branch

The first formal Steering Committee focused on discussing why to consider an SSA, what the costs and benefits would be, the outlines of a draft budget, and planned engagement efforts, including two Community Meetings, the website, comment cards, and visiting with businesses and customers in walk-throughs.

“Imagine... it’s tough to be a small business here. We all throw in as much as we can to keep the street vital. I don’t want to imagine Central Street without grabbing a coffee at Curt’s Café or a pizza at Ten Mile. I can’t imagine this place without this stuff. We want Central Street to live—we want it to thrive.”

- Aim Larrabee, Aim & Ailie Hair Boutique
Meeting with 7th Ward  
April 24, 2019 at Evanston Ecology Center  

A presentation was made to the 7th Ward regarding what an SSA is, what challenges local businesses are facing, the changing face of retail, and what the benefits and costs would be. Residents spoke in favor of the need to support local businesses but were concerned about what the costs would be to them versus benefits and services they would receive.

Steering Committee Meeting #2  
May 16, 2019 at Evanston Art Center  

The second Steering Committee reviewed feedback from Community Meeting #1 held on April 30. The Steering Committee decided to remove residential blocks from consideration for the SSA due to feedback at the Community Meeting. Removing these blocks would have minimal impact on the budget and would allow the SSA to focus on the commercial areas in a more focused manner. An agenda and materials were reviewed for Community Meeting #2, focusing on what the problem is and metrics showing what has been achieved by other nearby SSAs, including Downtown Evanston and Main-Dempster Mile.

Steering Committee Meeting #3  
July 31, 2019 at Evanston Art Center  

The final Steering Committee reviewed the draft Central Street SSA Feasibility Study and made a recommendation to Evanston City Council. Committee members voted to recommend the Evanston City Council adopt the Feasibility Study, establish the two SSAs in accordance with the boundaries provided, and set an initial property tax rate of 0.25% with a maximum 0.3% property tax rate for the SSAs.

Community Meeting #1  
April 30, 2019 at Backlot Coffee

This first community meeting brought together residents, business owners, property owners, and concerned citizens to learn about Special Service Areas (SSAs), the reasons why an SSA is being considered along Central Street, and the potential benefits of a Central Street SSA for the many users of the corridor. Potential benefits would include promoting Central Street, coordinating events and marketing, working to maintain property values due to beautification and reducing the number of store vacancies, and ensuring funds raised locally are spent within the district. Residents were in strong support for local businesses but ultimately expressed that they did not want to pay into the cost of the SSA (approximately $10-$12 per month for a typical condominium). They asked for metrics regarding the impact of other SSAs, a break-down of costs for residential versus commercial properties (about 12% of the costs would be from condominium units), and more definition of the problems that businesses need to address.
“I don’t see any downside to the SSA. I’ve owned my business for 17 years and for all of those years I’ve organized a lot of the events. I can’t do it by myself.”

- Rachel Hershinow, Stella Evanston at Community Meeting #2 (pictured right)

Community Meeting #2
June 4, 2019 at Evanston Art Center

This Community Meeting was open to residents, business owners, property owners, and other stakeholders and offered an opportunity to provide input about whether to create a Special Service Area along Central Street in Evanston. The meeting included a presentation on what SSAs do, impacts that the Downtown Evanston and the Main-Dempster Mile SSAs have had, presentations from Downtown Evanston and Main-Dempster Mile executive directors and a Main-Dempster Mile Board member, and the reasons why an SSA is being considered along Central Street. The key problems to be solved include 11 vacancies along Central Street, need for maintenance along sidewalks and open spaces, and the need for a staff person that can be the point person to improve the district – providing a consistent set of events and marketing efforts year-round. Local businesses described why they thought an SSA would be an investment that they support along Central Street. The City of Evanston committed to removing residential condominium units and the revised boundaries were shown that excluded residential blocks, creating two SSA Districts, focused on the commercial areas.

An interactive and educational website for the project, www.CentralStreetEvanston.org, was launched in February 2019 which provided updated information on what an SSA is, information on the feasibility study and an opportunity for website visitors to submit comments and questions through a “share your idea” feature. Visitors were also able to sign up for updates to the website. Notices were posted prior to community meetings as well as when new information was shared to the website.
Two SSA districts are proposed for Central Street in order to focus services on the commercial areas. The boundaries were originally proposed to create a single district between Central Park Avenue and Eastwood Avenue. Central Street is, however, different from many corridors by having a residential area between two commercial areas. During the community meetings for the Feasibility Study, residents from these blocks stated that they want to support local businesses, but did not want their properties to be included in an SSA.

The boundaries were therefore changed to exclude the residential blocks between Ewing Avenue and Hartrey Avenue as well as the condominium buildings along Prairie Avenue and Harrison Street north and south of Central Street.

Condominium units (Cook County Classification 299) were also removed from the set of PINs to be included in the two SSAs. These units are generally located on the upper stories of mixed-use buildings. Commercial units on the ground floors of these buildings generally classified as commercial units are included in the SSA boundaries to provide contiguous boundaries in accordance with state legislation 35 ILCS 200/Article 27.

The revised boundaries will therefore only include the blocks between Central Park Avenue and Ewing Avenue and between Hartrey Avenue and Eastwood Avenue and from Isabella St. on the north to Harrison St. on the south.

The two SSAs would be separate SSA Districts but operate under a unified management organization to allow for efficiencies and cost-savings in staffing, contracting and purchase of goods and services. A separate budget and financial record-keeping would be required for each SSA to ensure that funds collected in one SSA would only be spent within the same SSA.

There are many local examples of common staffing and administrative support for multiple SSAs. For example, Rogers Park Business Alliance, just a few miles away, manages SSA #19 which covers Howard St., Paulina Ave. and Rogers Ave., as well as SSA #24 which covers Clark St., Morse Ave. and Glenwood Ave.

What ARE THE PROPOSED BOUNDARIES?

![Proosed Boundary Map](image-url)

**Figure 13: Proposed boundary map**

*Note: Residential blocks between Ewing Ave. and Hartrey Ave. are not included in the district.*
Note: Residential blocks between Ewing Ave. and Hartrey Ave. are not included in the district.

**Existing Land Use**
- **Yellow**: Single-Family/Condominium
- **Red**: Commercial
- **Gray**: Tax-Exempt
- **Brown**: Multi-Family Residence
- **Mixed-Use**
- **Vacant Storefront**

*Figure 14: Proposed boundary map*
5 | WHAT ARE THE PROPOSED BOUNDARIES?

East Central St District

Boundary extends to end of U.P. right-of-way at Simpson Street
WHAT ARE THE SERVICES TO BE PROVIDED?

A Steering Committee was developed to guide the feasibility study which was made up of local businesses. Based on a series of six meetings with local merchants, the Steering Committee and two Community Meetings, the top priorities for the SSAs are as follow.

CENTRAL STREET SSA TOP PRIORITIES

Professional Staff

Based on the experience of both Main-Dempster Mile and Downtown Evanston, the most crucial element of a SSA’s success is due to experienced staffing. Key duties of staff are to work with the Board to set policy and the budget, manage contracts, coordinate with the City of Evanston to ensure that all City maintenance and infrastructure repairs are kept up-to-date, manage marketing campaigns, events, and provide a direct contact for businesses to serve as a point person for the area.

Marketing + Promotion

The chief desire among businesses is to have consistent and effective marketing and promotion for Central Street. This includes everything from maintaining social media accounts to public relations to press to paid advertising when it is cost-efficient. While there is currently a Facebook page and website for Central Street Business Association that is maintained by local businesses in a volunteer-capacity, effective marketing efforts need to be well thought out, have clear targets, and keep track of the results of past efforts to fine-tune efforts going forward. Ideas include: gateway signage, kids activities, maintenance, safety, bike racks, e-recycling, and cultural art.

Events + Programming

Events are at the core of the work of SSAs as they bring people and excitement to the area. Building on the tradition of events like the Sidewalk Sale and Art Walk, the SSAs can plan a year-long set of events – from concerts in the summer to winter activities. Ideas have included:

- Summer concert series in Independence Park
- More holiday celebrations; purchase decorations
- Marketing budget for major events
- Coordination with Northwestern University events to enhance business and mitigate traffic and parking issues on game days
Beautification, Landscaping + Maintenance

Central Street is a walkable, attractive destination, but could be improved in a number of ways—from basic maintenance such as having the SSA work with the City of Evanston to improve and replace sidewalks, tree planters and tree planting, to strategic improvements to Independence Park and plantings, bike racks and street furniture along the sidewalk in both SSAs. Making these improvements will not only improve the experience of customers, but will encourage them to stay longer, stroll along the street and come back for future visits. Ideas include: planters, trees and plantings.

Art + Culture

Central Street is home to a variety of arts and culture—from Evanston Art Center on the east to the Mitchell Museum of the American Indian—plus local businesses such as Blue Door Art Gallery & Studio, George Ritzlin Maps & Prints, and a variety of fashion, gifts and boutiques, as well as a brand new bookstore. Ideas to promote art and culture include:

- Coordination with Evanston Art Center on events
- Partner with Evanston Mural Arts Program to identify a location and plan for one mural in each SSA district
- Identify opportunities for public art, either temporary or permanent, in visible public spaces such as in the parking lot at Central Street and Stewart Avenue or in the “bump out” at Lincolnwood Drive.
The total projected annual budget for both SSA Districts is $215,000. This budget would allow for hiring a staff-person who would lead all programs, from marketing to beautification to business retention and attraction, as well as provide support to the Board of Directors and be the liaison to the City of Evanston. The budget would be composed of staff/insurance, marketing & promotion, events & programming, beautification & maintenance, and art & culture as detailed below.

### EXPENSES

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>East Central Street</th>
<th>West Central Street</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TABLE 1: EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff</td>
<td>$48,240</td>
<td>$18,760</td>
<td>$67,000</td>
</tr>
<tr>
<td>Taxes</td>
<td>$5,760</td>
<td>$2,240</td>
<td>$8,000</td>
</tr>
<tr>
<td>Accounting/Insurance</td>
<td>$10,800</td>
<td>$4,200</td>
<td>$15,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$64,800</td>
<td>$25,200</td>
<td>$90,000</td>
</tr>
<tr>
<td>Marketing + Promotion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td>$5,760</td>
<td>$2,240</td>
<td>$8,000</td>
</tr>
<tr>
<td>Design + Printing</td>
<td>$5,760</td>
<td>$2,240</td>
<td>$8,000</td>
</tr>
<tr>
<td>Advertising + Marketing</td>
<td>$5,400</td>
<td>$2,100</td>
<td>$7,500</td>
</tr>
<tr>
<td>Social Media</td>
<td>$7,200</td>
<td>$2,800</td>
<td>$10,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$26,120</td>
<td>$9,380</td>
<td>$33,500</td>
</tr>
<tr>
<td>Events + Programming</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal Events</td>
<td>$10,800</td>
<td>$4,200</td>
<td>$15,000</td>
</tr>
<tr>
<td>Programs</td>
<td>$8,640</td>
<td>$3,360</td>
<td>$12,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$19,440</td>
<td>$7,560</td>
<td>$27,000</td>
</tr>
<tr>
<td>Beautification, Landscaping + Maintenance</td>
<td>$7,200</td>
<td>$2,800</td>
<td>$10,000</td>
</tr>
<tr>
<td>Planters/Landscaping</td>
<td>$10,800</td>
<td>$4,200</td>
<td>$15,000</td>
</tr>
<tr>
<td>Sidewalk Repair</td>
<td>$8,640</td>
<td>$3,360</td>
<td>$12,000</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$26,640</td>
<td>$10,360</td>
<td>$37,000</td>
</tr>
<tr>
<td>Arts + Culture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Murals</td>
<td>$7,200</td>
<td>$2,800</td>
<td>$10,000</td>
</tr>
<tr>
<td>Public Art</td>
<td>$5,400</td>
<td>$2,100</td>
<td>$7,500</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$12,600</td>
<td>$4,900</td>
<td>$17,500</td>
</tr>
<tr>
<td>Reserves</td>
<td>$7,200</td>
<td>$2,800</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$154,800</td>
<td>$60,200</td>
<td>$215,000</td>
</tr>
</tbody>
</table>
REVENUES

Special Service Areas (SSAs) are funded through a levy on properties within a geographic area per 35 ILCS 200/Art. 27. The levy is calculated based on the property tax assessment within the area at a rate no higher than one set through ordinance by the City of Evanston at the point of creation of each SSA.

Two SSAs are proposed which will serve Central Street West and Central Street East in Evanston, Illinois. The total budget revenues for the year 2020 (which corresponds to property tax year 2019) is $215,969 based on a recommended tax rate of 0.25%. In addition, a maximum SSA rate is recommended to be 0.30% that would only be utilized in the future if both the SSA Boards recommend the higher rate and the City of Evanston City Council approves the utilization of the maximum rate. This rate may be prudent in cases of providing matching funds for a large grant or if there is a project in a given year that property owners and businesses agree is worth the added investment.

As shown in the table, the highest portion of properties are in Class 5A: Commercial and Class 5B: Industrial (composed primarily of auto-related uses). Class 3: Multi-family primarily have commercial uses on the ground floor. The twelve parcels located in Class 2: Single-Family do not include any condominiums – they are primarily single family homes used for commercial purposes and related parking spaces.

The methodology for projecting assessment levels is described in the Appendix: Methodology (10.2).

<table>
<thead>
<tr>
<th>REVENUE: BOTH DISTRICTS</th>
</tr>
</thead>
</table>

### TABLE 2: 2019 Estimated Assessments - Total for Both Districts

<table>
<thead>
<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>Est. 2019 EAV</th>
<th>Proposed Rate</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>16</td>
<td>0%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Class 1: Vacant</td>
<td>2</td>
<td>0%</td>
<td>$40,627</td>
<td>$102</td>
<td>$122</td>
</tr>
<tr>
<td>Class 2: Single-family</td>
<td>12</td>
<td>3%</td>
<td>$2,356,999</td>
<td>$5,892</td>
<td>$7,071</td>
</tr>
<tr>
<td>Class 3: Multi-family</td>
<td>15</td>
<td>31%</td>
<td>$26,445,015</td>
<td>$66,113</td>
<td>$79,335</td>
</tr>
<tr>
<td>Class 5A: Commercial</td>
<td>89</td>
<td>55%</td>
<td>$47,201,668</td>
<td>$118,004</td>
<td>$141,605</td>
</tr>
<tr>
<td>Class 5B: Industrial</td>
<td>30</td>
<td>21%</td>
<td>$10,343,386</td>
<td>$25,858</td>
<td>$31,030</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>164</strong></td>
<td><strong>100%</strong></td>
<td><strong>$86,387,696</strong></td>
<td><strong>$215,969</strong></td>
<td><strong>$259,163</strong></td>
</tr>
</tbody>
</table>
The break down of revenues by East Central Street SSA and West Central Street SAA are shown in the tables below:

### REVENUE: EAST CENTRAL STREET

#### TABLE 3: 2019 Estimated Assessments - East Central Street

<table>
<thead>
<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>Est. 2019 EAV</th>
<th>Proposed Rate</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>11</td>
<td>0%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Class 1: Vacant</td>
<td>2</td>
<td>0%</td>
<td>$40,627</td>
<td>$102</td>
<td>$122</td>
</tr>
<tr>
<td>Class 2: Single-family</td>
<td>6</td>
<td>2%</td>
<td>$1,486,242</td>
<td>$3,716</td>
<td>$4,459</td>
</tr>
<tr>
<td>Class 3: Multi-family</td>
<td>14</td>
<td>41%</td>
<td>$25,827,587</td>
<td>$64,569</td>
<td>$77,483</td>
</tr>
<tr>
<td>Class 5A: Commercial</td>
<td>50</td>
<td>54%</td>
<td>$34,172,252</td>
<td>$85,431</td>
<td>$102,517</td>
</tr>
<tr>
<td>Class 5B: Industrial</td>
<td>6</td>
<td>3%</td>
<td>$1,670,457</td>
<td>$4,176</td>
<td>$5,011</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>89</strong></td>
<td><strong>100%</strong></td>
<td><strong>$63,197,165</strong></td>
<td><strong>$157,993</strong></td>
<td><strong>$189,591</strong></td>
</tr>
</tbody>
</table>

### REVENUE: WEST CENTRAL STREET

#### TABLE 4: 2019 Estimated Assessments - West Central Street

<table>
<thead>
<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>Est. 2019 EAV</th>
<th>Proposed Rate</th>
<th>Maximum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>5</td>
<td>0%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Class 1: Vacant</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Class 2: Single-family</td>
<td>6</td>
<td>6%</td>
<td>$1,323,301</td>
<td>$3,308</td>
<td>$3,970</td>
</tr>
<tr>
<td>Class 3: Multi-family</td>
<td>1</td>
<td>3%</td>
<td>$617,428</td>
<td>$1,544</td>
<td>$1,852</td>
</tr>
<tr>
<td>Class 5A: Commercial</td>
<td>39</td>
<td>55%</td>
<td>$13,029,416</td>
<td>$32,574</td>
<td>$39,088</td>
</tr>
<tr>
<td>Class 5B: Industrial</td>
<td>24</td>
<td>37%</td>
<td>$8,672,930</td>
<td>$21,682</td>
<td>$26,019</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>75</strong></td>
<td><strong>100%</strong></td>
<td><strong>$23,643,075</strong></td>
<td><strong>$59,108</strong></td>
<td><strong>$70,929</strong></td>
</tr>
</tbody>
</table>
YEAR ONE

**JAN**
- General meeting with property owners and businesses to elect 9-member Board of Directors to serve for both SSA Districts:
- Board of Directors elect officers including President, Vice-President and Secretary
- Open a bank account
- Advertise for Executive Director

**FEB**
- Interview and hire Executive Director
- Board of Directors begins to meet monthly
- Board of Directors reviews draft By-laws
- Develop calendar of events for Year 1

**MAR**
- Pass By-Laws
- File for non-profit incorporation
- Develop marketing and communications plan

**APR**
- Hold Paris in April (or other Spring event)
- Begin planning for Sidewalk Sale and other Summer events

**AUG**
- Plan Fall events including Small Business Saturday, holiday decorations, etc.
- Discuss Year 2 budget
- Determine feasibility of sidewalk snow clearance

**JULY**
- Hold Sidewalk Sale
- Explore sidewalk snow removal – seek bids from contractors
- Develop preliminary budget for Year 2 operations

**JUNE**
- Plan Summer events
- Execute marketing and communications plan such as expanding social media efforts

**MAY**
- Plan Summer events
- Spring plantings (e.g. planters or landscaping in public way or Independence Park)

**SEPT**
- Plan Fall events
- Pass Year 2 budget as recommendation to City of Evanston City Council
- Offer programming or workshops for businesses (e.g. storefront window design)

**OCT**
- Continue social media marketing leading to holiday season
- Host Halloween event

**NOV**
- Host Holiday Open House

**DEC**
- Holiday lighting and related event
## YEAR TWO

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>- Hold Annual Meeting&lt;br&gt;- Produce Annual Report for Year 1&lt;br&gt;- Update Marketing and Communications Plan for Year 2&lt;br&gt;- Hold Winter event&lt;br&gt;- Programming or workshops for businesses&lt;br&gt;- Plan for public art (e.g. mural)</td>
</tr>
<tr>
<td>2</td>
<td>- Plan for Summer Events&lt;br&gt;- Spring plantings and improvements&lt;br&gt;- Install public art&lt;br&gt;- Hold Spring Events&lt;br&gt;- Social media</td>
</tr>
<tr>
<td>3</td>
<td>- Prepare Year 3 Budget&lt;br&gt;- Pass Year 3 Budget&lt;br&gt;- Hold Sidewalk Sale&lt;br&gt;- Plan Fall and Winter events&lt;br&gt;- Continue social media&lt;br&gt;- Programming and workshops for businesses</td>
</tr>
<tr>
<td>4</td>
<td>- Holiday decorations&lt;br&gt;- Halloween event&lt;br&gt;- Winter event&lt;br&gt;- Continue social media&lt;br&gt;- Host Holiday Party for Businesses and Neighborhood</td>
</tr>
</tbody>
</table>

## YEAR THREE

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>- Hold Annual Meeting - Board of Directors elects new Board members and Officers&lt;br&gt;- Produce Annual Report for Year 2&lt;br&gt;- Update Marketing and Communications Plan for Year 3&lt;br&gt;- Hold Winter event&lt;br&gt;- Programming or workshops for businesses&lt;br&gt;- Plan for public art (e.g. art in viaduct)</td>
</tr>
<tr>
<td>2</td>
<td>- Plan for Summer Events&lt;br&gt;- Spring plantings and improvements&lt;br&gt;- Install public art&lt;br&gt;- Hold Spring Events&lt;br&gt;- Social Media</td>
</tr>
<tr>
<td>3</td>
<td>- Prepare Year 4 Budget&lt;br&gt;- Pass Year 4 Budget&lt;br&gt;- Hold Sidewalk Sale&lt;br&gt;- Plan Fall and Winter events&lt;br&gt;- Continue social media&lt;br&gt;- Programming and workshops for businesses</td>
</tr>
<tr>
<td>4</td>
<td>- Holiday decorations&lt;br&gt;- Halloween event&lt;br&gt;- Winter event&lt;br&gt;- Continue social media&lt;br&gt;- Host Holiday Party for Businesses and Neighborhood</td>
</tr>
</tbody>
</table>
**VISION:** A vibrant, eclectic and artistic neighborhood business district.

**MISSION:** To provide excellent services to support local businesses and foster a strong sense of community.

**VALUES:**
- To promote the common interests of Central Street businesses, residents and organizations.
- To foster a sense of neighborly well-being along Central Street.
- To respect the contributions of all businesses, residents and organizations on Central Street.
- To reach out to and foster relationships with the broader neighborhood and environs.
- To build relationships and pursue joint activities when appropriate with other business districts and Special Service Areas.

**BOUNDARIES**
Two districts would be created: West Central Street District and East Central Street District. West Central Street District shall be defined as the properties facing Central Street located approximately between Central Park Avenue and Ewing Avenue. Central Street East District shall be defined as the properties facing Central Street approximately between Hartrey Avenue and Eastwood Avenue and properties facing Green Bay Road between Isabella Street and Simpson Street. (Please see map on page 12)

**NON-PROFIT CORPORATION**
The organizations intend to incorporate as 501 (c) (3) non-profit corporations, or a 501 (c) (6) tax-exempt organizations, to provide services to the two Districts.

**SERVICE PROVIDER AGENCY**
The Organization shall seek designation as the Service Provider Agency for the West Central Street Special Service Area and East Central Street Special Service Area by the City of Evanston, Illinois as defined in 35 ILCS 200/Art. 27 Special Service Area Tax Law.

**SPECIAL SERVICE AREA COMMISSION**
The Board of Directors will be organized with the intent to meet all requirements of 35 ILCS 200/Art. 27 in order to serve as the Special Service Area Commission for the East Central Street SSA and West Central Street SSA as designated by the City of Evanston, Illinois.

**MEMBERS**
The Organization will have as its Members certain property owners and business representatives representing properties and businesses within the West Central Street SSA and East Central Street SSA. The Organizations’ Members will be represented by A) one single property owner representing each and all tax PINs owned by each property owner located within the two Districts, B) one owner, officer, authorized agent, or designee (each, a “Representative”) of each and all businesses owned, managed, or otherwise represented by such Representative which are located in the District and in which the business is the primary purpose of the property (e.g. a PIN, street address, leased or owned real estate). Home-based businesses established in residential homes, condominiums or apartments shall not constitute Business members or one owner or resident of each residential property.
2 | BOARD OF DIRECTORS

■ NUMBER
The number of voting Directors of the Organization will not be fewer than five (5) or greater than seven (7). A full Board will consist of seven (7) voting Directors, including three (3) members from West Central District and four (4) members from East Central District, one of which may be a resident residing within the boundaries of either District. In addition to voting Directors, the Board will include one (1) non-voting, ex-officio Director liaison designee from the City of Evanston.

■ ELECTION
Members shall elect the first Board of Directors of the Corporation at a general meeting. Each Member shall have one vote. Subsequently, Directors will be elected by the Board at the Annual Meeting.

■ TERM
Directors will hold office for two-year terms, starting with the date of the Annual Meeting at which they are elected and continuing until their successors have been elected and qualified, or until their death, disqualification, resignation or removal. Each Director may serve as a Director for up to two consecutive terms at a time. At the conclusion of a Director’s second full two-year term, said Director will not be eligible to serve on the Board for at least 11 months.

■ QUALIFICATIONS
Directors must be Members of the Corporation, except that one (1) Director may be a non-Member resident who lives within the District. All Board Members will work to promote the Vision, Mission and Values of the Corporation.

■ RESIGNATION
Any Director may resign at any time by giving written notice to the Board of Directors, the President, Vice President, the Secretary or the Executive Director of the Organization.

■ REMOVAL
One or more Directors may be removed, with or without cause, by the affirmative vote of two-thirds (2/3) of all voting Directors in office, present and voting at a meeting at which two-thirds (2/3) of all voting Directors are present.

■ NOTICE OF VOTE REGARDING REMOVAL
A vote to remove a Director shall not take place unless written notice of the proposed removal is delivered to all Directors no less than twenty (20) days prior to such vote. Such notice must include the purpose of the meeting (i.e. the removal of Directors) and must list the Director(s) whose removal is subject to such vote.

■ VACANCIES
Any vacancy in the Board of Directors may be filled by the Board of Directors at the Annual Meeting, any regular meeting, or a special meeting of the Board called for that purpose.

■ TERM OF OFFICE FOR DIRECTORS APPOINTED TO FILL A VACANCY
Each Director elected to fill a vacancy will hold office for the duration of the unexpired term of his or her predecessor in office.

■ ANNUAL MEETING
An Annual Meeting of the Board will be held at the place and time determined by the Board, be advertised on the Organization’s Web Site, posted at the City of Evanston Civic Center for at least seven days prior to the Annual Meeting.

■ REGULAR MEETINGS
The Board will hold such regular meetings at such times and places designated by the Board.

■ NOTICE OF MEETINGS
The Board may determine, by establishing policies governing meeting notice or otherwise, to require specific notice of regular or special meetings.
■ QUORUM AND VOTING
To establish a quorum for the transaction of business at any meeting of the Board, a minimum of four (4) serving Directors must be present. Votes on any action shall require four votes in favor of the proposed action.

Voting: If a quorum is present, the act of the majority of Directors that are present is equivalent to the act of the entire Board, unless the act includes the approval of a contract, budget or staffing in which case a majority of all serving Directors shall be required to approve the Act.

Proxies: No Director may vote by proxy on any matter put to vote by the Board.

■ ELECTRONIC PARTICIPATION AT MEETINGS
The Board may establish policies to allow participation in and act at any meeting of the Board through the use of a telephone or other communications equipment.

■ COMPENSATION
Directors shall not receive any compensation for their services as Directors.

■ CONFLICT OF INTEREST
The Board of Directors shall adopt a Conflict of Interest policy.

■ OFFICERS
President shall chair all meetings of the Board and will serve as a liaison between the Board and with the Executive Director. The President will execute any contracts, deeds, mortgages, bonds or other documents or instruments on behalf of the Organization. The President will report to the Board on all matters within her or his knowledge which the interests of the Organization may require to be brought to their notice. Vice President: In the absence or incapacity of the President, the Vice President will have all the powers and perform all the duties of the President.

The Secretary will act as secretary to the Board. The Secretary will give, or cause to be given, all notices in accordance with the provisions of the Organization or as required by law, unless the Board assigns such responsibility to the Executive Director or another Officer or agent of the Organization. The Secretary will be responsible for the keeping and reporting of adequate records of all meetings of the Board, unless the Board assigns such responsibility to the Executive Director or to another Officer or agent of the Organization.

The Treasurer will keep full and correct account of receipts and disbursements in the books belonging to the Organization and will deposit all moneys and other valuable effects in the name and to the credit of the Organization in such depositories designated by the Board.

■ EXECUTIVE DIRECTOR
The Board has the power to, and may, employ, and in accordance with applicable law, terminate the employment of an Executive Director.

The Executive Director will manage day-to-day operations of the Organization including managing staff, expenditures and contracts. The Executive Director is a non-voting member of staff.

The Executive Director may only sign contracts with prior Board of Directors authority.

■ OPEN MEETINGS ACT
If, in the case the Organization is selected as the SSA Service Provider for one or both SSA Districts, all Board of Directors Meetings (Annual, Regular and Special) are subject to the State of Illinois Open Meetings Act.
3 | ANNUAL BUDGET AND SSA TAX RATE

**BUDGET**
The Board of Directors shall vote on a budget on an annual basis. Any planned expenditures of Special Service Area (SSA) funds shall be submitted to the City of Evanston for approval based on timelines and procedures established by the City of Evanston.

**SSA TAX RATE**
The Board of Directors shall vote on a recommended SSA tax rate for West Central SSA District and East Central SSA District, if applicable, on an annual basis. The recommended rate shall be submitted to the City of Evanston for City Council approval based on timelines and procedures established by the City of Evanston and may not exceed the maximum tax rate established in the SSA ordinance.

4 | ANNUAL REPORT

**SUBMIT ANNUAL REPORT**
The Organization shall submit an Annual Report by 1 March of each year to the City of Evanston and make it public electronically and for viewing at the City of Evanston Civic Center and Evanston Public Library (North Branch and/or Main Branch).
In order to assess the market for Central Street businesses, two trade areas were analyzed: a 5-Minute and 10-Minute Drive Time. These areas capture surrounding residential and employment bases in Evanston and nearby suburbs. In the figure below, the two proposed SSAs are shown in red, the 5-Minute Drive Time Trade Area is shown in purple, and the 10-Minute Drive Time Trade Area is shown in gray. The 5-Minute Drive Time Trade area generally captures northern Evanston and portions of Wilmette and Skokie, while the 10-Minute Drive Time Trade Area captures the area between I-94 on the West, Willow Road on the north, and Oakton Street on the south.
**POPULATION TRENDS**

The population of both trade areas was stable between 2000 and 2010 and has grown approximately 3% since 2010. The current population of the 5-Minute Trade Area is approximately 29,000 residents while there are approximately 125,000 residents in the 10-Minute Trade Area.

<table>
<thead>
<tr>
<th>TABLE 5: Trade Area Population Trends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>2000 Population</td>
</tr>
<tr>
<td>2010 Population</td>
</tr>
<tr>
<td>2018 Population</td>
</tr>
<tr>
<td>Change in Pop. 2000-2018</td>
</tr>
<tr>
<td>% Change</td>
</tr>
</tbody>
</table>

**HOUSEHOLD TRENDS**

The number of households has also increased approximately 3%-4% in the trade areas, although the number of housing units has increased at a more rapid pace of 8%, rising 847 units within the 5-Minute Trade Area and 3,675 within a 10-Minute Trade Area since the year 2000. This may be due to a number of factors, including from an increase in the number of multi-family units in the two trade-areas that has caused an increase in the number of housing units, but a decrease in household size resulting in fewer households per housing unit.

<table>
<thead>
<tr>
<th>TABLE 6: Households + Housing Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Minute</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td>2000 Households</td>
</tr>
<tr>
<td>2010 Households</td>
</tr>
<tr>
<td>2018 Households</td>
</tr>
<tr>
<td>Change in Households 2000-2018</td>
</tr>
<tr>
<td>% Change</td>
</tr>
<tr>
<td>2000 Housing Units</td>
</tr>
<tr>
<td>2010 Housing Units</td>
</tr>
<tr>
<td>2018 Housing Units</td>
</tr>
<tr>
<td>Change in Housing Units 2000-2018</td>
</tr>
<tr>
<td>% Change</td>
</tr>
</tbody>
</table>

HOUSING TENURE

Approximately 60% of housing units in both Trade Areas are owner-occupied, while 35% are rental and 5% of units are vacant.

<table>
<thead>
<tr>
<th>TABLE 7: Housing Tenure</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 Housing Tenure</td>
<td>5 Minute</td>
<td>10 Minute</td>
</tr>
<tr>
<td>Owner-Occupied Housing Units</td>
<td>60%</td>
<td>61%</td>
</tr>
<tr>
<td>Renter-Occupied Housing Units</td>
<td>35%</td>
<td>32%</td>
</tr>
<tr>
<td>Vacant Housing Units</td>
<td>5%</td>
<td>7%</td>
</tr>
</tbody>
</table>

Housing Tenure - 5 minute Trade Area

60% 35% 5%

Owner-Occupied Renter-Occupied Vacant

HOUSEHOLD INCOME

As shown below in Table 8, there is a wide arrange of income levels in both Trade Areas, ranging from under $15,000 to over $200,000. One in four households in the 5-Minute Trade Area earn over $200,000, but there are households at every income level within the two Trade Areas.

<table>
<thead>
<tr>
<th>TABLE 8: Household Income (%)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Minute</td>
<td>10 Minute</td>
<td></td>
</tr>
<tr>
<td>&lt;$15,000</td>
<td>12</td>
<td>9</td>
</tr>
<tr>
<td>$15K-$24K</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>$25K-$34K</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>$35K-$49K</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>$50K-$75K</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>$75K-$99K</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>$100K-$149K</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>$149K-$199K</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>$200K +</td>
<td>25</td>
<td>22</td>
</tr>
<tr>
<td>Median Household Income</td>
<td>$102,620</td>
<td>$98,009</td>
</tr>
</tbody>
</table>
### BUSINESS + INDUSTRY

Table 9 shows the break-down of businesses and employees by industry for each Trade Area. There are 1,263 businesses with 18,763 employees within the 5-Minute Trade Area and 5,768 businesses with 85,302 employees within the 10-Minute Trade Area. The largest share of businesses and employees are within the service industries. In terms of retail, there are approximately 230 businesses providing over 2,000 jobs within the 5-Minute Trade Area and over 1,000 businesses with over 15,000 jobs within the 10-Minute Trade Area.

<table>
<thead>
<tr>
<th>TABLE 9: Businesses + Industry</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5 Minute</strong></td>
</tr>
<tr>
<td><strong>Businesses</strong></td>
</tr>
<tr>
<td>Number</td>
</tr>
<tr>
<td>Agriculture + Mining</td>
</tr>
<tr>
<td>Construction</td>
</tr>
<tr>
<td>Manufacturing</td>
</tr>
<tr>
<td>Transportation</td>
</tr>
<tr>
<td>Communication</td>
</tr>
<tr>
<td>Utility</td>
</tr>
<tr>
<td>Retail Trade Summary</td>
</tr>
<tr>
<td>Home Improvement</td>
</tr>
<tr>
<td>General Merchandise Stores</td>
</tr>
<tr>
<td>Food Stores</td>
</tr>
<tr>
<td>Auto Dealers, Gas Stations</td>
</tr>
<tr>
<td>Apparel + Accessory Stores</td>
</tr>
<tr>
<td>Furniture + Home Furnishing</td>
</tr>
<tr>
<td>Eating + Dining Places</td>
</tr>
<tr>
<td>Miscellaneous Retail</td>
</tr>
<tr>
<td>Finance, Insurance, Real Estate</td>
</tr>
<tr>
<td>Banks, Savings + Lending Inst.</td>
</tr>
<tr>
<td>Securities Brokers</td>
</tr>
<tr>
<td>Insurance Carriers + Agents</td>
</tr>
<tr>
<td>Real Estate, Holdings, Other Inst.</td>
</tr>
<tr>
<td>Services Summary</td>
</tr>
<tr>
<td>Hotels + Lodging</td>
</tr>
<tr>
<td>Automotive Services</td>
</tr>
<tr>
<td>Motion Pictures + Amusement</td>
</tr>
<tr>
<td>Health Services</td>
</tr>
<tr>
<td>Legal Services</td>
</tr>
<tr>
<td>Educational Inst. + Libraries</td>
</tr>
<tr>
<td>Other Services</td>
</tr>
<tr>
<td>Government</td>
</tr>
<tr>
<td>Unclassified Establishments</td>
</tr>
</tbody>
</table>

**TOTALS**: 1,263 | 100% | 18,763 | 100% | 5,768 | 100% | 85,302 | 100%
### TABLE 10: Retail Demand and Supply in 5 Minute Trade Area

<table>
<thead>
<tr>
<th>Category</th>
<th>Demand (Retail Potential)</th>
<th>Supply (Retail Sales)</th>
<th>Retail Gap (Surplus)</th>
<th>Number of Businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Retail Trade and Food + Drink</td>
<td>758,840,691</td>
<td>322,225,890</td>
<td>322,225,890</td>
<td>210</td>
</tr>
<tr>
<td>Total Retail Trade</td>
<td>679,799,047</td>
<td>284,061,039</td>
<td>284,061,039</td>
<td>140</td>
</tr>
<tr>
<td>Total Food + Drink</td>
<td>79,041,644</td>
<td>38,164,851</td>
<td>38,164,851</td>
<td>71</td>
</tr>
<tr>
<td>Auto Vehicles + Parts Dealers</td>
<td>138,361,465</td>
<td>14,772,618</td>
<td>132,588,847</td>
<td>5</td>
</tr>
<tr>
<td>Furniture + Home Furnishings Stores</td>
<td>23,370,340</td>
<td>12,541,861</td>
<td>10,828,479</td>
<td>10</td>
</tr>
<tr>
<td>Electronics + Appliance Stores</td>
<td>27,158,276</td>
<td>2,739,461</td>
<td>24,419,265</td>
<td>3</td>
</tr>
<tr>
<td>Building Materials, Garden Equip., + Supply Stores</td>
<td>48,630,693</td>
<td>15,070,736</td>
<td>33,559,957</td>
<td>13</td>
</tr>
<tr>
<td>Food + Beverage Stores</td>
<td>110,711,271</td>
<td>129,789,627</td>
<td>(19,078,356)</td>
<td>20</td>
</tr>
<tr>
<td>Health + Personal Care Stores</td>
<td>44,173,618</td>
<td>22,253,258</td>
<td>21,920,360</td>
<td>9</td>
</tr>
<tr>
<td>Gasoline Stations</td>
<td>66,930,664</td>
<td>18,378,080</td>
<td>48,552,584</td>
<td>6</td>
</tr>
<tr>
<td>Clothing + Clothing Accessories Stores</td>
<td>39,855,337</td>
<td>12,332,269</td>
<td>27,523,068</td>
<td>21</td>
</tr>
<tr>
<td>Jewelry, Luggage, + Leather Goods Stores</td>
<td>7,977,075</td>
<td>2,933,876</td>
<td>5,043,199</td>
<td>4</td>
</tr>
<tr>
<td>Sporting Goods, Hobby, Books + Music Stores</td>
<td>18,623,956</td>
<td>15,253,923</td>
<td>3,370,033</td>
<td>14</td>
</tr>
<tr>
<td>General Merchandise Stores</td>
<td>118,339,261</td>
<td>6,378,575</td>
<td>111,960,686</td>
<td>2</td>
</tr>
<tr>
<td>Miscellaneous Store Retailers</td>
<td>24,314,562</td>
<td>16,248,837</td>
<td>350,412</td>
<td>8</td>
</tr>
<tr>
<td>Florists</td>
<td>1,978,949</td>
<td>1,678,537</td>
<td>300,412</td>
<td>8</td>
</tr>
<tr>
<td>Office Supplies, Stationery, + Gift Stores</td>
<td>4,490,681</td>
<td>5,729,542</td>
<td>(1,238,861)</td>
<td>6</td>
</tr>
<tr>
<td>Used Merchandise Stores</td>
<td>2,468,778</td>
<td>506,141</td>
<td>1,962,637</td>
<td>4</td>
</tr>
<tr>
<td>Other Misc. Store Retailer</td>
<td>15,376,155</td>
<td>8,384,616</td>
<td>6,991,539</td>
<td>12</td>
</tr>
<tr>
<td>Food, Service + Drink Places</td>
<td>79,041,644</td>
<td>38,164,851</td>
<td>40,876,793</td>
<td>71</td>
</tr>
<tr>
<td>Special Food Stores</td>
<td>1,860,627</td>
<td>4,441,533</td>
<td>(2,580,906)</td>
<td>4</td>
</tr>
<tr>
<td>Drinking Places - Alcohol Beverages</td>
<td>2,623,817</td>
<td>667,012</td>
<td>1,956,805</td>
<td>2</td>
</tr>
<tr>
<td>Restaurants/Other Eating Places</td>
<td>74,557,199</td>
<td>33,056,306</td>
<td>41,500,893</td>
<td>65</td>
</tr>
</tbody>
</table>

As shown in Table 10, there is a total of $759 million in demand, yet only $322,000 in supply in retail goods and food services within the 5 Minute Trade Area, but Table 8 shows that most of this demand is met in the larger 10-Minute Trade Area that includes Old Orchard, Downtown Evanston and other retail corridors. The largest retail gaps within the 5-Minute Trade Area would generally not fit the size of buildings or sites on Central Street – such as Auto Vehicle Parts & Dealers and General Merchandise (e.g. Target). In fact, many of the successful retailers and restaurants along Central Street show a retail surplus (e.g. Miscellaneous Store Retailers and Food Services & Drinking Places), indicating that people are coming to visit Central Street from other areas.
### TABLE 11: Retail Demand and Supply in 10 Minute Trade Area

<table>
<thead>
<tr>
<th>Category</th>
<th>Demand (Retail Potential)</th>
<th>Supply (Retail Sales)</th>
<th>Retail Gap (Surplus)</th>
<th>Number of Businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Retail Trade and Food + Drink</td>
<td>2,971,533,632</td>
<td>2,238,093,814</td>
<td>733,439,818</td>
<td>1,094</td>
</tr>
<tr>
<td>Total Retail Trade</td>
<td>2,661,919,514</td>
<td>1,965,643,927</td>
<td>696,275,587</td>
<td>750</td>
</tr>
<tr>
<td>Total Food + Drink</td>
<td>309,614,118</td>
<td>272,449,887</td>
<td>37,164,231</td>
<td>344</td>
</tr>
<tr>
<td>Auto Vehicles + Parts Dealers</td>
<td>541,011,903</td>
<td>143,508,540</td>
<td>397,503,363</td>
<td>26</td>
</tr>
<tr>
<td>Furniture + Home Furnishings Stores</td>
<td>91,121,940</td>
<td>120,756,033</td>
<td>(29,634,093)</td>
<td>55</td>
</tr>
<tr>
<td>Electronics + Appliance Stores</td>
<td>105,918,818</td>
<td>47,176,165</td>
<td>58,742,653</td>
<td>30</td>
</tr>
<tr>
<td>Building Materials, Garden Equip., + Supply Stores</td>
<td>189,874,384</td>
<td>97,441,909</td>
<td>92,432,475</td>
<td>44</td>
</tr>
<tr>
<td>Food + Beverage Stores</td>
<td>434,737,535</td>
<td>429,980,303</td>
<td>4,747,232</td>
<td>76</td>
</tr>
<tr>
<td>Health + Personal Care Stores</td>
<td>173,030,673</td>
<td>161,973,490</td>
<td>11,057,183</td>
<td>62</td>
</tr>
<tr>
<td>Gasoline Stations</td>
<td>262,655,779</td>
<td>102,627,521</td>
<td>160,028,258</td>
<td>24</td>
</tr>
<tr>
<td>Clothing + Clothing Accessories</td>
<td>155,947,284</td>
<td>292,260,806</td>
<td>(136,313,522)</td>
<td>171</td>
</tr>
<tr>
<td>Jewelry, Luggage, + Leather Goods</td>
<td>31,186,365</td>
<td>36,764,355</td>
<td>(5,577,990)</td>
<td>26</td>
</tr>
<tr>
<td>Sporting Goods, Hobby, Books Music</td>
<td>72,770,192</td>
<td>99,694,912</td>
<td>(26,924,720)</td>
<td>74</td>
</tr>
<tr>
<td>General Merchandise Stores</td>
<td>463,853,160</td>
<td>325,821,178</td>
<td>138,031,982</td>
<td>28</td>
</tr>
<tr>
<td>Miscellaneous Store Retailers</td>
<td>95,176,793</td>
<td>79,327,204</td>
<td>15,849,534</td>
<td>136</td>
</tr>
<tr>
<td>Florists</td>
<td>7,816,738</td>
<td>4,286,565</td>
<td>3,530,228</td>
<td>23</td>
</tr>
<tr>
<td>Office Supplies, Stationery, Gift Stores</td>
<td>17,592,012</td>
<td>18,827,536</td>
<td>(1,235,524)</td>
<td>32</td>
</tr>
<tr>
<td>Used Merchandise Stores</td>
<td>9,649,150</td>
<td>5,424,182</td>
<td>4,224,968</td>
<td>27</td>
</tr>
<tr>
<td>Other Misc. Store Retailer</td>
<td>60,118,782</td>
<td>50,788,921</td>
<td>9,329,861</td>
<td>54</td>
</tr>
<tr>
<td>Food, Service + Drink Places</td>
<td>309,614,118</td>
<td>272,449,887</td>
<td>37,164,231</td>
<td>344</td>
</tr>
<tr>
<td>Special Food Stores</td>
<td>7,294,968</td>
<td>11,502,083</td>
<td>(4,207,115)</td>
<td>12</td>
</tr>
<tr>
<td>Drinking Places - Alcohol Beverages</td>
<td>10,312,682</td>
<td>2,604,942</td>
<td>7,707,740</td>
<td>7</td>
</tr>
<tr>
<td>Restaurants/Other Eating Places</td>
<td>292,006,468</td>
<td>258,342,862</td>
<td>33,663,606</td>
<td>325</td>
</tr>
</tbody>
</table>

Source: Esri 2017 Retail Marketplace Copyright 2018, InfoGroup Copywrite 2017
1A: Affluent Estates / Top Tier  
2A: Upscale Avenues / Urban Chic  
9B: Senior Styles / Golden Years  
14B & 14C: Scholars and Patriots / College Towns and Dorms to Diplomas  
11A: Midtown Singles / City Strivers
### METHODOLOGY:

In order to estimate the total SSA levy revenue, the following steps were completed:

1. The City of Evanston provided 2017 Assessed Value for Land and Improved Buildings property address and taxpayer address for each parcel (Property Index Number – PIN).

2. Teska Associates determined the PINs based on the proposed boundaries of the SSA Districts which the City of Evanston verified.

3. Assessed Values from 2017 were utilized to determine 2018 total taxes, payable in 2019.

Based on this information, assessments for tax year 2018 are shown in the tables at left.

---

**TABLE 12: 2018 Assessments - Total for Both Districts**

<table>
<thead>
<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>2017 EAV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>16</td>
<td>0%</td>
<td>$0</td>
</tr>
<tr>
<td>Class 1: Vacant</td>
<td>2</td>
<td>0%</td>
<td>$40,627</td>
</tr>
<tr>
<td>Class 2: Single-family</td>
<td>12</td>
<td>5%</td>
<td>$2,356,999</td>
</tr>
<tr>
<td>Class 3: Multi-family</td>
<td>15</td>
<td>19%</td>
<td>$8,791,561</td>
</tr>
<tr>
<td>Class 5A: Commercial</td>
<td>89</td>
<td>59%</td>
<td>$27,189,901</td>
</tr>
<tr>
<td>Class 5B: Industrial</td>
<td>30</td>
<td>16%</td>
<td>$7,560,955</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>164</strong></td>
<td><strong>100%</strong></td>
<td><strong>$45,940,043</strong></td>
</tr>
</tbody>
</table>

**TABLE 13: 2018 Assessments - East Central Street**

<table>
<thead>
<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>2017 EAV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>11</td>
<td>0%</td>
<td>$0</td>
</tr>
<tr>
<td>Class 1: Vacant</td>
<td>2</td>
<td>0%</td>
<td>$40,627</td>
</tr>
<tr>
<td>Class 2: Single-family</td>
<td>6</td>
<td>4%</td>
<td>$1,246,847</td>
</tr>
<tr>
<td>Class 3: Multi-family</td>
<td>14</td>
<td>28%</td>
<td>$8,586,299</td>
</tr>
<tr>
<td>Class 5A: Commercial</td>
<td>50</td>
<td>64%</td>
<td>$19,684,477</td>
</tr>
<tr>
<td>Class 5B: Industrial</td>
<td>6</td>
<td>4%</td>
<td>$1,221,094</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>89</strong></td>
<td><strong>100%</strong></td>
<td><strong>$30,779,344</strong></td>
</tr>
</tbody>
</table>

**TABLE 14: 2018 Assessments - West Central Street**

<table>
<thead>
<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>2017 EAV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>5</td>
<td>0%</td>
<td>$0</td>
</tr>
<tr>
<td>Class 1: Vacant</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
</tr>
<tr>
<td>Class 2: Single-family</td>
<td>6</td>
<td>7%</td>
<td>$1,110,152</td>
</tr>
<tr>
<td>Class 3: Multi-family</td>
<td>1</td>
<td>1%</td>
<td>$205,262</td>
</tr>
<tr>
<td>Class 5A: Commercial</td>
<td>39</td>
<td>50%</td>
<td>$7,505,424</td>
</tr>
<tr>
<td>Class 5B: Industrial</td>
<td>24</td>
<td>42%</td>
<td>$6,339,861</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>75</strong></td>
<td><strong>100%</strong></td>
<td><strong>$15,160,699</strong></td>
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</tbody>
</table>

*Source: City of Evanston and Cook County Assessor*
3-YEAR CHANGE IN ASSESSMENTS

Since 2019 is a triennial reassessment, assessed values increased significantly. According to the Cook County Assessor’s Office 2019 North Triad Assessment Reports dated March 25, 2019, 3-year assessment increases were:

<table>
<thead>
<tr>
<th>Class</th>
<th>Avg. 3-YR Reassessment Change</th>
<th>Adjusted Value</th>
<th>Annualized Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Class 1: Vacant</td>
<td>--</td>
<td>--</td>
<td>0%</td>
</tr>
<tr>
<td>Class 2: Single-family</td>
<td>24%</td>
<td>19%</td>
<td>6%</td>
</tr>
<tr>
<td>Class 3: Multi-family*</td>
<td>251%</td>
<td>201%</td>
<td>67%</td>
</tr>
<tr>
<td>Class 5A: Commercial</td>
<td>92%</td>
<td>74%</td>
<td>25%</td>
</tr>
<tr>
<td>Class 5B: Industrial</td>
<td>46%</td>
<td>37%</td>
<td>12%</td>
</tr>
</tbody>
</table>

* Class 3 determined based on individual Cook County Assessor records. All other classes based on average increase as reported in Evanston Township Reassessment Report.

METHODOLOGY:

Due to the high increase of Class 3 (averaging 281% city-wide), Teska Associates verified each Class 3 PIN in the two districts and determined that the assessment increases were 251% for these properties as noted above. Teska adjusted these increases based on three factors:

1. A 2-year increase in values rather than 3-year period reflected in Reassessment
2. A review of appeals at the Assessor and Board of Review levels
3. Factor of non-payment of taxes

As a result of the adjusted increases, the following total Assessed Value and Equalized Assessed Value (EAV) were estimated as shown in the tables below:

2019 ASSESSMENTS

<table>
<thead>
<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>Est. 2019 EAV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 0: Exempt, Railroad</td>
<td>16</td>
<td>0%</td>
<td>$0</td>
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<tr>
<td>Class 1: Vacant</td>
<td>2</td>
<td>0%</td>
<td>$40,627</td>
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<td>Class 2: Single-family</td>
<td>12</td>
<td>3%</td>
<td>$2,356,999</td>
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<tr>
<td>Class 3: Multi-family</td>
<td>15</td>
<td>31%</td>
<td>$26,445,015</td>
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<tr>
<td>Class 5A: Commercial</td>
<td>89</td>
<td>55%</td>
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<td>Class 5B: Industrial</td>
<td>30</td>
<td>21%</td>
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<td><strong>TOTAL</strong></td>
<td><strong>164</strong></td>
<td><strong>100%</strong></td>
<td><strong>$86,387,696</strong></td>
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### 2019 ASSESSMENTS - EAST CENTRAL STREET

**TABLE 17: 2019 Estimated Assessments - East Central Street**

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<tr>
<th>Class</th>
<th>No. Parcels</th>
<th>% EAV</th>
<th>Est. 2019 EAV</th>
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<tbody>
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<td>Class 2: Single-family</td>
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<td>14</td>
<td>41%</td>
<td>$25,827,587</td>
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<td>Class 5A: Commercial</td>
<td>50</td>
<td>54%</td>
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<td>Class 5B: Industrial</td>
<td>6</td>
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<td><strong>89</strong></td>
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<td><strong>$63,197,165</strong></td>
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### 2019 ASSESSMENTS - WEST CENTRAL STREET

**TABLE 18: 2019 Estimated Assessments - West Central Street**

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<td>Class 5A: Commercial</td>
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<td>24</td>
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<td><strong>TOTAL</strong></td>
<td><strong>75</strong></td>
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</table>
West Central St. District Legal Description for the Central Street Neighborhood Improvement District

BEING THOSE PARTS OF SECTION 33 AND 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- THENCE NORTH ALONG SAID WEST LINE OF LOT 1 TO THE NORTHLINE OF AFORESAID LOT 1 IN THE CONSOLIDATION IN H. WITTBOLDS SUBDIVISION;
- THENCE EAST ALONG SAID NORTH LINE OF LOT 1 TO THE WEST LINE OF CENTRAL PARK AVE;
- THENCE CONTINUING EAST TO THE EAST LINE OF CENTRAL PARK AVENUE;
- THENCE SOUTH ALONG THE EAST LINE OF CENTRAL PARK AVENUE TO THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF HURD AVENUE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF HURD AVENUE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF LINCOLNWOOD DRIVE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF LINCOLNWOOD DRIVE AND THE SOUTH LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE CENTERLINE OF ALLEY FROM THE NORTH WEST OF REESE AVENUE;
- THENCE NORTH ALONG SAID CENTERLINE TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET TO THE EAST;
- THENCE EAST ALONG SOUTH LINE OF SAID ALLEY TO THE WEST LINE OF REESE AVENUE;
- THENCE EAST TO THE INTERSECTION OF THE EAST LINE OF REESE AVE AND THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG SAID SOUTH LINE OF ALLEY TO THE WEST LINE OF EWING AVE;
- THENCE SOUTH ALONG THE WEST LINE OF EWING AVENUE AND ITS EXTENSION TO THE SOUTH LINE OF CENTRAL AVENUE;
- THENCE EAST ALONG THE SOUTH LINE OF CENTRAL AVENUE TO A POINT 100 FEET EAST OF THE EAST LINE OF EWING AVE, BEING THE EAST LINE OF LOTS 9
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</table>
APPENDIX: EAST CENTRAL LEGAL DESCRIPTIONS AND PIN LIST

East Central St. District Legal Description for the Central Street Neighborhood Improvement District:

BEING THOSE PARTS OF SECTION 34 IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THOSE PARTS OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY ILLINOIS, MORE PARTICULARLY DESCRIBED BELOW.

- BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF CENTRAL STREET AND THE WEST RIGHT OF WAY OF HARTREY AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE SOUTH LINE OF CENTRAL STREET AND THE EAST LINE OF HARTREY AVENUE;
- THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 11 IN BLOCK 22 OF STEWART’S RESUBDIVISION OF BLOCK’S 22, 24 AND 26 OF NORTH EVANSTON (RECORDED APRIL 23, 1880 DOCUMENT NUMBER 268048) SAID CORNER BEING 238 FEET WEST OF THE INTERSECTION OF THE NORTH LINE OF CENTRAL STREET AND THE WESTERLY LINE OF STEWART AVENUE;
- THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTH LINE OF ALLEY NORTH OF CENTRAL STREET;
- THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY TO THE WESTERLY LINE OF STEWART AVENUE;
- THENCE EASTERLY TO THE INTERSECTION OF THE EASTERLY LINE OF STEWART AVENUE AND THE SOUTHERLY LINE OF LIVINGSTON STREET;
- THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LIVINGSTON STREET TO THE WESTERLY LINE OF ALLEY EAST OF STEWART AVENUE;
- THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF ALLEY TO IT INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE ALLEY NORTH OF CENTRAL STREET;
- THENCE NORTHEASTERLY AND EASTERLY ALONG SAID SOUTHERLY LINE OF ALLEY TO THE WESTERLY LINE OF PRAIRIE AVENUE;
- THENCE CONTINUING EASTERLY ALONG THE EXTENSION OF SAID SOUTHERLY LINE OF ALLEY TO THE EASTERLY LINE OF PRAIRIE AVENUE;
- THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF PRAIRIE AVENUE TO THE NORTHERLY LINE OF LOT 14 IN THE RESUBDIVISION OF LOTS 10 TO 14 IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (RECORDED APRIL 17, 1874 DOCUMENT NUMBER 150939);
- THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 14 TO THE NORTH WESTERLY CORNER OF SAID LOT 14;
- THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF LOTS 1 TO 9 IN BLOCK 20 OF NORTH EVANSTON SUBDIVISION (DOCUMENT NUMBER 150939 RECORDED APRIL 17, 1874), TO THE SOUTHERLY LINE OF LIVINGSTON STREET;
- THENCE NORTHWESTERLY TO THE INTERSECTION OF THE NORTHERLY LINE OF LIVINGSTON STREET AND THE EASTERLY LINE OF ALLEY WEST OF GREEN BAY ROAD;
### EAST CENTRAL STREET DISTRICT -- PARCELS

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Memorandum

To: Honorable Mayor and Members of the City Council
From: Johanna Leonard, Community Development Director
Paul Zalmezak, Economic Development Division Manager
Subject: Ordinance 109-O-19, Proposing the Extension of Special Service Area No. 4 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures
Date: September 10, 2019

Recommended Action:
Staff recommends the City Council adoption of Ordinance 109-O-19 proposing the extension of Special Service Area #4 for properties located in downtown Evanston generally bound by Emerson, Ridge, Grove and Chicago Avenue and establishing a public hearing date. Staff requests suspension of the rules is requested for Introduction and Action at the September 23, 2019 City Council to enact the SSAs to allow tax collections beginning January 1, 2020.

Livability Benefits
Economy & Jobs: Retain and expand local business
Built Environment: Enhance public spaces

Summary:
At the September 23, 2019 City Council meeting, representative taxpayers seeking to extend the SSA, EvMark executive director, and their consultants will provide a presentation on the proposed boundaries, the potential levy, and proposed budget. Attached is a proposed map of the proposed SSA with several modifications including the removal of 1830 Sherman and the addition of the 909-990 Grove office building, two parcels on each side of the Union Pacific and CTA rails south of Grove, and two buildings on the east side of Chicago Avenue north of Church Street.

To extend the SSA, according to 35 ILCS 200/27-30, a public hearing shall be held “not less than 60 days after the adoption of the ordinance proposing the establishment of a special service area.” Therefore, the proposed public hearing date on the proposed establishment of SSA #4 is November 25, 2019.
Consistent with state statute, a public hearing will be scheduled for November 25, 2019. A notice of a Public Hearing will be mailed to persons whose names are on the general taxes for the preceding year not less than 10 days before the time set for the hearing. Additionally, the Notice of Public Hearing must be published in a newspaper not less than 15 days before the hearing. The statute was written this way to allow for property owners within the SSA to be noticed through a mailing and have the time to object to the establishment of the SSAs. The public hearing draft materials are attached.

An ordinance approving the extension of the Special Service Area will be introduced to the City Council, with request for suspension of the rules, on December 9, 2019. In the event a petition is filed by 51% of the property owners and 51% of registered voters objecting to the extension of the SSA within 60 days of the Public Hearing, this ordinance will be rescinded, as required by the state statute. If no objection is filed, the proposed SSA levy and boundaries would go into effect on January 24, 2020. The SSA would be extended for 15 years.

**Background:**
The Downtown Evanston SSA #4 expires December 31, 2019 after 12 years in operation as established by City Ordinance 67-O-07. Downtown Evanston SSA #4 was established in 1987 upon City Council approval of Ordinance 46-O-87.

According to the Downtown Evanston website ([www.downtownevanston.org](http://www.downtownevanston.org)) Downtown Evanston (formerly EvMark), created in 1987, provides marketing and management services to the downtown Evanston, Illinois district and is a 501(c)(6) non-profit corporation. The organization is comprised of downtown Evanston commercial/residential property and business owners established to market, maintain, develop, and improve the vitality of the local economy and quality of life. The district that Downtown Evanston is responsible for is the Special Service Area (SSA#4), Illinois’ equivalent of a Business Improvement District (BID). Established in 1987, Downtown Evanston is governed by a Board of Directors and works in partnership with the City of Evanston.

**Attachment:**
Ordinance 109-O-19
AN ORDINANCE

Proposing the Extension of Special Service Area No. 4 in the City of Evanston, Illinois and Providing for a Public Hearing and Other Related Procedures

WHEREAS, the City of Evanston is home rule unit under Article II, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, special service areas are established pursuant to Article VII, Sections 6(I) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, (35 ILCS 200/27-5 et seq.) and pursuant to the Property Tax Code (35 ILCS 200/1-1 et seq.); and

WHEREAS, on August 10, 1987, pursuant to Ordinance 46-O-87, the City Council of the City of Evanston ("City") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as Special Service Area Number 4 (the "SSA Area") and authorized the levy of an annual tax, for the period beginning in tax year 1988 (the "Original Levy Period"), not to exceed the lesser of annual rate of 0.28% of the equalized assessed value of the taxable property therein (the "Original Services Tax") or $250,000 to provide certain services in and for the SSA Area in addition to the services provided by the City of Evanston generally (the "Special Service Area No. 4"). By terms of the ordinance, Special Service Area No. 4 was terminate in 1987; and
WHEREAS, on June 22, 1992, pursuant to Ordinance 47-O-92, did extend Special Service Area No. 4 in the SSA Area described in Exhibit 1 for an additional 5 years to terminate in 1997; and

WHEREAS, on January 13, 1997, pursuant to Ordinance 116-O-96, Special Service Area No. 4 was to terminate in 1997 and was extended another 10 years to terminate in 2007; and

WHEREAS, on July 9, 2007, pursuant to Ordinance 67-O-07, Special Service Area No. 4 was to terminate in 2007 and was extended another 12 years, months and will terminate on December 31, 2019, if the Special Service Area No. 4 is not extended once more; and

WHEREAS, the Special Services authorized in the Establishment Ordinance, and will continue by this Extension Ordinance in the SSA Area, include but not limited to: marketing, public way maintenance, landscaping, holiday décor, place making, public art, promotions, retail attraction and retention; and

WHEREAS, the City desires to authorize the following changes to the Establishment Ordinance and conduct a public hearing on the following changes: (a) the extension of the Original Levy Period for a fifteen year period 2019 - 2034; (b) Removal of 1830 Sherman; (c) addition of the following properties with real property addresses of 909 -990 Grove; 1715 Chicago Avenue; 522 Chicago Avenue; 1469 Elmwood; and (d) set the tax rate cap of .2460% (the “Extension Ordinance”); and

WHEREAS, the City Council finds that it is in the public interest that consideration be given to the Extension Ordinance,
NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS:

SECTION 1: The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2: Authority to Establish Special Service Area: The City of Evanston is authorized to establish Special Service Area Number 8 pursuant to Article VII, Section 6 of the Illinois Constitution, 1970, and further pursuant to the provisions of the Illinois Special Service Areas Act (Illinois Compiled Statutes, Chapter 35, Paragraph 200/27-5 et seq..

SECTION 3: Findings: The City of Evanston finds as follows:

A. It is in the public interest that the extension of the Special Service Area No. 4 as described in this Ordinance for the purposes set forth in this Ordinance be authorized.

B. Special Service Area No. 4 is located in the mixed use area of downtown. The area comprised of commercial and residential uses. Where it is found to be possible, residential property is not included in Special Service Area Number 4. The permanent tax index numbers of all parcels located within the area of the proposed SSA Number 4 and legal descriptions are attached as Exhibit 1. An accurate map depicting the location of the proposed Special Service Area is attached to and incorporated by reference as Exhibit 2.

SECTION 4: Public Hearing: That a public hearing shall be held on November 25, 2019 at 6:00 p.m. in the City Council chambers of the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201 to consider the extension of Special
Service Area Number 4 consisting of territory legally described in Exhibit 1 and as
depicted on the map labeled Exhibit 2, and incorporated by reference into this
ordinance. At the hearing, a tax levy for the Special Services will be considered. The
proposed tax levy for the Special Service Area No. 4 is in an amount not to exceed the
rate of 0.2460% of the equalized assessed value of the property within the proposed
Special Service Area and the tax will be levied for a fifteen year period from and after
the date the ordinance extending the Special Service Area No. 4. These taxes shall be
in addition to all other taxes permitted by law and shall be levied pursuant to provisions
of the Property Tax Code (35 ILCs 200/1-1 et seq).

SECTION 5: Notice of Hearing: Notice of the public hearing for the
extension of the Special Service Area No. 4 shall be published at least once not less
than fifteen (15) days prior to the public hearing in the Pioneer Press a newspaper of
general circulation in the City of Evanston. Additionally, notice of the public hearing by
mail shall be provided with the public hearing notice deposited in the U.S. Mail not less
than ten (10) days prior to the time set for the public hearing. The notice of public
hearing shall be addressed to the person or persons in whose name the general taxes
for the last preceding year were paid on each lot, block, tract or parcel of land lying
within the Special Service Area No. 4, and in the event taxes for the last preceding year
were not paid, the notice of the Hearing was sent to the person or persons last listed on
the tax rolls prior to that year as the owner or owners of said property. The notice of
public hearing shall be in substantial conformance to notice attached as Exhibit 3 to this
Ordinance.

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 Complied Statues and the courts of the State of Illinois.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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.

Introduced: _____________, 2019

Approved: ____________________________, 2019

Stephen B. Hagerty, Mayor

Adopted: _____________, 2019

____________________________

Attest:

__________________________________________

Devon Reid, City Clerk

Approved as to form:

Michelle Masoncup, Corporation Counsel
EXHIBIT 1

LEGAL DESCRIPTION OF PROPOSED SPECIAL SERVICE AREA & LIST OF PINS

Legal Description of Special Service Area No. 4
Downtown Evanston, Evanston, Illinois

Beginning at the intersection of the South line of Emerson Street and the East line of Ridge Avenue; thence East along the South line of Emerson Street to the west line of Maple Avenue; thence South along the West line of Maple Avenue to the South line of University Place extended; thence East along the South line of University Place and its extension to the East line of Lot 1 in Ivy Court Subdivision recorded as document number 98373123 extended; thence North along said East line and its extension to the Southeast line of Elgin Road; thence Southeast, along said Southeast line of Elgin Road to the West line of Benson Avenue; thence North along the West line of Benson Avenue to the South line of Emerson Street to the West line of Lot 4 in Block 6 in the Village of Evanston; thence South along the West line of said Lot 4 to the North line of the South Half of said Lot 4; thence East along the North line of the South Half of said Lot 4 to the East line of Lot 4; thence South along the East line of said Lot 4 to the North line of University Place; thence West along the North line of University Place to the Northeast line of Elgin Road; thence Southwesterly to the intersection of the South line of University Place and the Southwesterly line of Elgin Road; thence Southeasterly along the Southwesterly line of Elgin Road to the West line of Sherman Avenue; thence Southeasterly to the intersection of the East line of Sherman Avenue and the Southwest line of Elgin Road; thence Southeasterly along the Southeasterly line of Elgin Road to the intersection of the South line of Clark Street and the Northwesterly line of Orrington Avenue; thence Southwesterly along the Northwesterly line of Orrington Avenue to the extension of the North line of Lot 8 in Block 15 in said Village of Evanston; thence Southeasterly along said North line of Lot 8 to the Southeast line of the Northerly-Southerly alley in said Block 15; thence Northeasterly along said Southeast line of said alley to a line 11 feet Northeasterly of and parallel with the Northeast line of Lot 14 of said Block 15; thence Southeasterly along said parallel line to the Southeasterly line of Chicago Avenue; thence Northeasterly along the Southeasterly line of Chicago Avenue to the Southerly line of Clark Street; thence Southeasterly along the Southerly line of Clark Street to the Westerly line of the Northerly-Southerly alley; thence Southwesterly along said Westerly line of said alley to the North line of Church Street; thence Southwesterly to the intersection of the South line of Church Street and the Westerly line of the Northerly-Southerly alley in Block 20 in said Village of Evanston; thence Southwesterly along said Westerly line of said alley to an intersecting point with the extended South line of Lot 11 in aforesaid Block 20; thence Southeasterly along said South line of Lot 11 to the Westerly line of Hinman Avenue; thence Southwesterly along said Westerly line of Hinman Avenue to the South line of Lot 2 in Block 26 of said Village of Evanston; thence Northwesterly along the South line of said Lot 2 to a point on the West line of the Northerly-Southerly alley in said Block 26; thence Southwesterly along said West line to a line 18 feet Southwest of and parallel with the North line of Lot A of the Plat of Consolidation of lots 7 and 8 in said Block 26; thence Northwesterly
along said parallel line to a line 100 feet Northwest of and parallel with said west line of alley to the North line of Grove Street; thence Northwesterly along said North line of Grove Street to its intersection with the west line of the North-South alley in Block 29 in said Village of Evanston; thence South along said West line to the North line of Lake Street; thence South to the intersection of the South line of Lake Street and the West line of the North-South alley in Lakeside Subdivision of Block 30 in said Village of Evanston, said point being the Northeast corner of Lot 1 in The Emmanuel Evangelical Lutheran Church Consolidation recorded as document 86439263; thence South along the West line of said alley to a line 10 feet North of and parallel with the South line of Lot 14 in said Lakeside Subdivision; thence West along said parallel line to the East line of Sherman Avenue; thence Northwesterly to the intersection of the Westerly line of Sherman Avenue and the Easterly line of the Chicago Transit Railroad right of way; thence Northwesterly along said right of way to its intersection with the North line of Lake Street; thence West along the North line of Lake Street to the East line of Elmwood Avenue; thence North along the East line of Elmwood Avenue to its intersection with the extension of the North line of the East-West alley in Block 53 in said Village of Evanston; thence West along said North line and its extension to the East line of Maple Avenue; thence North along the East line of Maple Avenue to the South line of Grove Street; thence Northwesterly to the intersection of the East line of Maple Avenue and the North line of Grove Street; thence West along the North line of Grove Street to the East line of Oak Avenue; thence North along the East line of Grove Avenue to its intersection with the South line and its extension of Lot 6 in Block 61 in said Village of Evanston; thence West along said South line and its extension to the East line of the North-South alley in said Block 61; thence North along said East line to the South line of Davis Street; thence North to the intersection of the North line of Davis Street and the East line of the North-South alley in Block 68 in Village of Evanston; thence North along the East line of said alley to the South line of the East-West alley in said Block 68; thence East along said South line and its extension to the East line of Oak Avenue; thence North along the East line of Oak Avenue to the South line of Church Street; thence North to the intersection of the North line of Church Street and the East line of Oak Avenue; thence North along the East line of Oak Avenue to the Southwesterly right of way of the Chicago and Northwestern Railway; thence Northwesterly along said right of way to the Easterly line of Ridge Avenue; thence Northeasterly to the point of beginning all in Cook County, Illinois.
EXHIBIT 2

SPECIAL SERVICE AREA PROPOSED MAP
### SPECIAL SERVICE AREA #4 PIN LIST

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NOTICE OF HEARING - CITY OF EVANSTON
SPECIAL SERVICE AREA NUMBER 4

NOTICE IS HEREBY GIVEN that on November 25, 2019 at 7:00 p.m., City Council Chambers, 2100 Ridge Avenue, Evanston, Illinois 60201, a hearing will be held by the City Council of the City of Evanston to consider the establishment of a Special Service Area consisting of territory legally described as follows:

Legal Description of Special Service Area #4
Downtown Evanston, Evanston, IL

Beginning at the intersection of the South line of Emerson Street and the East line of Ridge Avenue; thence East along the South line of Emerson Street to the west line of Maple Avenue; thence South along the West line of Maple Avenue to the South line of University Place extended; thence East along the South line of University Place and its extension to the East line of Lot 1 in Ivy Court Subdivision recorded as document number 98373123 extended; thence North along said East line and its extension to the Southeast line of Elgin Road; thence Southeast, along said Southeast line of Elgin Road to the West line of Benson Avenue; thence North along the West line of Benson Avenue to the South line of Emerson Street to the West line of Lot 4 in Block 6 in the Village of Evanston; thence South along the West line of said Lot 4 to the North line of the South Half of said Lot 4; thence East along the North line of the South Half of said Lot 4 to the East line of Lot 4; thence South along the East line of said Lot 4 to the North line of University Place; thence West along the North line of University Place to the Northeast line of Elgin Road; thence Southwesterly to the intersection of the South line of University Place and the Southwesterly line of Elgin Road; thence Southeasterly along the Southwesterly line of Elgin Road to the West line of Sherman Avenue; thence Southeasterly to the intersection of the East line of Sherman Avenue and the Southwest line of Elgin Road; thence Southeasterly along the Southeasterly line of Elgin Road to the intersection of the South line of Clark Street and the Northwesterly line of Orrington Avenue; thence Southwesterly along the Northwesterly line of Orrington Avenue to the extension of the North line of Lot 8 in Block 15 in said Village of Evanston; thence Southeasterly along said North line of Lot 8 to the Southeast line of the Northerly-Southerly alley in said Block 15; thence Northeasterly along said Southeast line of said alley to a line 11 feet Northeasterly of and parallel with the Northeast line of Lot 14 of said Block 15; thence Southeasterly along said parallel line to the Southeasterly line of Chicago Avenue; thence Northeasterly along the Southeasterly line of Chicago Avenue to the Southerly line of Clark Street; thence Southwesterly along the Westerly line of Clark Street to the Northerly line of the Northerly-Southerly alley; thence Southwesterly along said Westerly line of said alley to the North line of Church Street; thence Southwesterly to the intersection of the South line of Church Street and the Westerly line of the Northerly-Southerly alley in Block 20 in said Village of Evanston; thence Southwesterly along said Westerly line of said alley to an intersecting point with the extended South line of lot 11 in aforesaid Block 20; thence Southeasterly along said South line of Lot 11 to the Westerly line of Hinman Avenue; thence Southwesterly along
said Westerly line of Hinman Avenue to the South line of Lot 2 in Block 26 of said
Village of Evanston; thence Northwesterly along the South line of said Lot 2 to a point
on the West line of the Northerly-Southerly alley in said Block 26; thence Southwesterly
along said West line to a line 18 feet Southwest of and parallel with the North line of Lot
A of the Plat of Consolidation of lots 7 and 8 in said Block 26; thence Northwesterly
along said parallel line to a line 100 feet Northwest of and parallel with said west line of
alley to the North line of Grove Street; thence Northwesterly along said North line of
Grove Street to its intersection with the west line of the North-South alley in Block 29 in
said Village of Evanston; thence South along said West line to the North line of Lake
Street; thence South to the intersection of the South line of Lake Street and the West
line of the North-South alley in Lakeside Subdivision of Block 30 in said Village of
Evanston, said point being the Northeast corner of Lot 1 in The Emmanuel Evangelical
Lutheran Church Consolidation recorded as document 86439263; thence South along
the West line of said alley to a line 10 feet North of and parallel with the South line of Lot
14 in said Lakeside Subdivision; thence West along said parallel line to the East line of
Sherman Avenue; thence Northwesterly to the intersection of the Westerly line of
Sherman Avenue and the Easterly line of the Chicago Transit Railroad right of way;
thence Northwesterly along said right of way to its intersection with the North line of
Lake Street; thence West along the North line of Lake Street to the East line of
Elmwood Avenue; thence North along the East line of Elmwood Avenue to its
intersection with the extension of the North line of the East-West alley in Block 53 in
said Village of Evanston; thence West along said North line and its extension to the
East line of Maple Avenue; thence North along the East line of Maple Avenue to the
South line of Grove Street; thence Northwesterly to the intersection of the East line of
Maple Avenue and the North line of Grove Street; thence West along the North line of
Grove Street to the East line of Oak Avenue; thence North along the East line of Grove
Avenue to its intersection with the South line and its extension of Lot 6 in Block 61 in
said Village of Evanston; thence West along said South line and its extension to the
East line of the North-South alley in said Block 61; thence North along said East line to
the South line of Davis Street; thence North to the intersection of the North line of Davis
Street and the East line of the North-South alley in Block 68 in Village of Evanston;
thence North along the East line of said alley to the South line of the East-West alley in
said Block 68; thence East along said South line and its extension to the East line of
Oak Avenue; thence North along the East line of Oak Avenue to the South line of Church
Street; thence North to the intersection of the North line of Church Street and the
East line of Oak Avenue; thence North along the East line of Oak Avenue to the
Southwesterly right of way of the Chicago and Northwestern Railway; thence
Northwesterly along said right of way to the Easterly line of Ridge Avenue; thence
Northeasterly to the point of beginning all in Cook County, Illinois.

The approximate location of the proposed Special Service Area Number 4 is
located in the downtown Evanston business district bound by Emerson on north, Ridge
on west, Chicago Ave on east and Grove on south. The area comprised of commercial
and mixed use properties is focused primarily on the inclusion of properties that include
ground floor commercial uses.
All interested persons affected by the proposed establishment of the Special Service Area will be provided with an opportunity to be heard regarding the formation of, the boundaries of, the special service area and may object to the formation of the area and the levy of taxes affecting the area. The purpose for establishing the Special Service Area is to provide a source of funds for business district activities that are proposed to include within the SSA boundaries, but are not limited to landscaping activities, installation of holiday decorations, public-way aesthetic improvements, wayfinding signage, and advertising and marketing of the business district. All the described services are unique and in addition to services generally provided by the City of Evanston.

At the hearing, a tax levy for the Special Service will be considered. The proposed tax levy for the Special Service Area is an amount not to exceed a rate of .2460% of the equalized assessed value of the property within the proposed Special Service Area and the tax will be levied for indefinite period of time from and after the date of the ordinance establishing the Special Service Area. These taxes shall be in addition to all other taxes permitted by law and shall be levied pursuant to the provisions of the Property Tax Code (35 ILCS 200/1-1 et seq). The City of Evanston, however, may annually levy up to the maximum rate specified in the ordinance establishing the Special Service Area for the cost of services described above as said services become necessary and are provided by the City of Evanston. The hearing may be adjourned by the City Council of the City of Evanston to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition objecting to the establishment of the proposed Special Service Area, the tax levy, or the imposition of a tax for the provision of special services to the proposed Special Service Area that has been signed by at least fifty-one percent (51%) of the electors residing within the proposed Special Service Area, and by at least fifty-one percent (51%) of the owners of record of the land included within the boundaries of the proposed Special Service Area, is filed with the City of Evanston City Clerk within sixty (60) days following the final adjournment of the public hearing regarding the establishment of the proposed Special Service Area, no such Special Service Area may be established nor any tax levied or imposed.

Dated this ____ the day of __________, 20___.

________________________________________
CITY CLERK
Memorandum

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

From: Wally Bobkiewicz, City Manager
       Hitesh Desai, Chief Financial Officer

Subject: Ordinance 89-O-19, Amending the Municipal Retailers Occupation Tax and Municipal Service Occupation Tax to Increase the Rate Assessed from 1.0% to 1.25% and Deleting Duplicative Sections and the Municipal Use Tax

Date: September 9, 2019

Recommended Action:
Staff recommends introduction of Ordinance 89-O-19, amending the municipal retailers occupation tax and municipal service occupation tax (together known as home rule sales tax) to increase the rate assessed from 1.0% to 1.25%.

Funding Source:
The additional revenue from this rate increase would be deposited in the City’s General Fund.

Livability Benefit:

Summary:
At the August 5, 2019 City Council meeting, Council asked staff to prepare an ordinance for introduction increasing the home rule sales tax rate from 1% to 1.25% effective January 1, 2020. In order to meet this date, the ordinance must be passed by City Council and filed with the Illinois Department of Revenue by October 1, 2019.

The 2019 budget for home rule sales tax revenue is $6.3 million. Staff estimates that this rate increase would generate $1.5 million in additional revenue. Staff recommends home rule sales tax continue to be deposited in the City's General Fund, with the increase being used for improvements related to the public safety, public health, parks and recreation services, street improvements, and other necessary City services.
Background:
Currently, the total effective sales tax rate in the City of Evanston is 10% on general merchandise. General merchandise includes most tangible personal property, including prepared food such as food purchased at a restaurant. Of this total 10% rate, 6.25% goes to the State of Illinois, 1.75% to Cook County, 1% to the Regional Transit Authority (RTA), and 1% to the City of Evanston. If Ordinance 89-O-19 were to be approved by the City Council, the total effective rate for general merchandise would increase to 10.25%

Qualifying food, drugs, and medical appliances, including most food sold at grocery stores, are taxed at a lower rate of 2.25% (1.0% to State and 1.25% RTA). Items required to be titled and registered, including vehicles, are taxed at a rate of 7.25% (6.25% to State and 1.0% to RTA). Neither of these categories is impacted by the home rule sales tax, and taxes on these products would not increase with this change.

The table below shows the current effective sales tax rates of nearby municipalities. Attached is a color-coded map of effective sales tax rates for all of Cook County.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Effective Sales Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skokie</td>
<td>10.25%</td>
</tr>
<tr>
<td>Chicago</td>
<td>10.25%</td>
</tr>
<tr>
<td>Niles</td>
<td>10.25%</td>
</tr>
<tr>
<td>Morton Grove</td>
<td>10.25%</td>
</tr>
<tr>
<td>Lincolnwood</td>
<td>10.25%</td>
</tr>
<tr>
<td>Wilmette</td>
<td>10.00%</td>
</tr>
<tr>
<td>Des Plaines</td>
<td>10.00%</td>
</tr>
<tr>
<td>Northbrook</td>
<td>10.00%</td>
</tr>
<tr>
<td>Park Ridge</td>
<td>10.00%</td>
</tr>
<tr>
<td>Mount Prospect</td>
<td>10.00%</td>
</tr>
<tr>
<td>Elk Grove Village</td>
<td>10.00%</td>
</tr>
<tr>
<td>Arlington Heights</td>
<td>10.00%</td>
</tr>
<tr>
<td>Oak Park</td>
<td>10.00%</td>
</tr>
<tr>
<td>Glenview</td>
<td>9.75%</td>
</tr>
<tr>
<td>Winnetka</td>
<td>9.00%</td>
</tr>
<tr>
<td>Kenilworth</td>
<td>9.00%</td>
</tr>
<tr>
<td>Glencoe</td>
<td>9.00%</td>
</tr>
</tbody>
</table>
Ordinance 89-O-19 references the “home rules municipal retailers’ occupation tax” and the “home rule municipal service occupation tax.” These are legal terms required to be used by the state code, and are known together as home rule sales tax. The retailers’ occupation tax applies to direct sellers of tangible personal property. The service occupation tax applies when a service professional transfers tangible personal property during a service. An example would be a plumber who uses a new valve to repair an appliance; the tax would be applied to the price of the valve, but not the price of the repair service. The City’s current sales tax applies to both of these groups of sellers.

Ordinance 89-O-19 repeals three code sections (3-2-5, 3-2-6, and 3-2-8) and revises section 3-2-7. These changes are to bring our code into compliance with state sales tax legislation as recommended by the Illinois Department of Revenue. This will not change how home rule sales tax is currently collected.

Attachments:
Ordinance 89-O-19
Maps of Effective Sales Tax Rates, Cook County
AN ORDINANCE

Amending the Municipal Retailers Occupation Tax and Municipal Service Occupation Tax to Increase the Rate Assessed from 1.0% to 1.25% and Deleting Duplicative Sections and the Municipal Use Tax

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL

OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: Section 3-2-5 "Municipal Retailers Occupation Tax" of the City of Evanston City Code of 2012 (the “City Code”) is hereby deleted and the section number is reserved for potential future use.

3-2-5. – RESERVED.

3-2-5. – MUNICIPAL RETAILERS OCCUPATION TAX

(A) In accordance with the Home Rule Municipal Retailers’ Occupation Tax Act, 65 ILCS 5/8-11-1, a tax is hereby imposed upon all persons engaged in the business of selling tangible personal property at retail in the City at the rate of one percent (1%) of the gross receipts from such sales made in the course of such business while this Section is in effect.

(B) Every such person engaged in such business in the City shall file on or before the last day of each calendar month, the report to the state department of revenue required by Section 3 of the Retailers’ Occupation Tax Act, 35 ILCS 120/3.

(C) At the time such report is filed, there shall be paid to the state department of revenue the amount of tax hereby imposed on account of the receipts from sales of tangible personal property during the preceding month.
SECTION 2: Section 3-2-6 “Municipal Service Occupation Tax” of the City Code is hereby deleted and the section number is reserved for potential future use.

3-2-6. – RESERVED.

3-2-6. - MUNICIPAL SERVICE OCCUPATION TAX.
(A) A tax is hereby imposed upon all persons engaged in the City in the business of making sales of service at the rate of one percent (1%) of the cost price of all tangible personal property transferred by said servicemen, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service, in accordance with the Illinois Home Rule Municipal Service Occupation Tax Act (the "Act"), 65 ILCS 5/8-11-5.
(B) Every supplier or serviceman required to account for municipal service occupation tax for the benefit of the City shall file, on or before the last day of each calendar month, the report to the state department of revenue required by the Act.
(C) At the time such report is filed, there shall be paid to the state department of revenue the amount of tax hereby imposed.
(D) There shall be no exclusion for farm machinery and equipment to anyone otherwise eligible for the Service Occupation Tax.

SECTION 3: Section 3-2-7 “Home Rule Municipal Retailers' and Service Occupation Tax Exempting Certain Food and Drugs” of the City Code is amended to read as follows:

3-2-7. - HOME RULE MUNICIPAL RETAILERS' AND SERVICE OCCUPATION TAX EXEMPTING CERTAIN FOOD AND DRUGS.

(A) A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this state's government, at retail in this municipality at a rate of one and quarter percent (1.2500%) of the gross receipts from such sales made in the course of such business while this Section is in effect; and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, at the rate of one and a quarter percent (1.2500%) of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. Such "Home Rule Municipal Retailers' Occupation Tax" and the "Home Rule Municipal
Service Occupation Tax" shall not be applicable on the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food which has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. The "Home Rule Municipal Retailers’ Occupation Tax" and this "Home Rule Municipal Service Occupation Tax" may not be imposed on tangible personal property taxed at the rate of 1.0% under the Retailers’ Occupation Tax Act and the Service Occupation Tax Act.

The imposition of these home rule taxes is in accordance with the provisions of 65 ILCS 5/8-11-1 and 5/8-11-5, respectively, as amended.

(B) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the department of revenue of the state of Illinois. The department of revenue shall have full power to administer and enforce the provisions of this Section.

SECTION 4: Section 3-2-8 “Municipal Use Tax” of the City Code is hereby deleted and the section number is reserved for potential future use.

3-2-8. – RESERVED.

3-2-8. – MUNICIPAL USE TAX

(A) A tax is hereby levied and imposed upon the privilege of using within the City any item of personal property which is purchased outside the boundaries of the State at retail from a retailer, and which is Titled or registered with an agency of the State to an address within the City. The tax shall be at a rate of one percent (1%) of the selling price of such tangible property. The phrase "selling price" shall have the meaning as defined in the Use Tax Act 35 ILCS 105/2.

(B) The tax imposed by Subsection (A) of this Section shall be collected by the Illinois Department of Revenue, and shall be paid by the person owning such item of tangible personal property prior to the issuance of a Title or certificate of registration for the property.

(C) The farm machinery and equipment exclusion contained in 35 ILCS 105/2, shall not apply to the privilege of using in the City any item of tangible personal property which is purchased outside Illinois at retail from a retailer and which is titled or registered with an agency of this State's government.
SECTION 5: The City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2019. The Ordinance will take effect on January 1, 2020, following filing of the Ordinance on or before October 1, 2020.

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.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced:_________________, 2019
Adopted:_________________, 2019

Approved:

_______________________________, 2019

________________________________________
Stephen H. Hagerty, Mayor
Attest: ________________________________
Devon Reid, City Clerk

Approved as to form: ________________________________
Michelle L. Masoncup
Corporation Counsel
Effective Tax Rates by ZIP Code - Cook County

Estimated Combined Rate
- Under 10%
- 10%
- 10.25%
- Over 10.25%
- Rate Not Available
- County Boundary

This map is provided "as is" without warranties of any kind. See www.cityofevanston.org/mapdisclaimers.html for more information.

CountySalesTaxRatesMap.mxd - 9/3/2019
972 of 1253
Memorandum

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

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

Subject: Ordinance 88-O-19, Amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones” adding a Portion of Madison Street

Date: August 29, 2019

Recommended Action:
Transportation & Parking Committee, as well as City staff, recommends City Council adoption of Ordinance 88-O-19, amending Section of Title 10, Chapter 11, Schedule 12 “Parking Meter Zones”, adding the North side of 600 Madison Street, from Chicago Avenue to Custer Avenue. Enforcement will be from 8am - 9pm and will have a rate of $.50 per hour.

Livability Benefit:
Built Environment: Promote diverse transportation modes

Summary:
Currently, there are no restrictions on the North side of 600 Madison Street. With its location in proximity to the Main Street CTA and Metra stations, staff feels that this would be a prime location to implement a 12 hour limit parking zone, with a rate of $.50 per hour, designed with commuters in mind. Residents will be able to park and leave their vehicles on 600 Madison Street during the day while they commute via the rail lines into Chicago.

Legislative History:
Passed by Parking & Transportation Committee on 8/28/19

Attachments
Ordinance 88-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(F), of the Evanston City Code of 2012, as amended, is hereby further amended to add portions of Madison Street, read as follows:

(F) Twelve (12) hour maximum parking limit at rate of fifty cents ($0.50) per hour:

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Side Of Street</th>
<th>Block Or Blocks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Madison Street</td>
<td>North</td>
<td>Chicago Avenue to Custer Avenue</td>
</tr>
</tbody>
</table>

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 88-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 88-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 88-O-19 that
can be given effect without the invalid application or provision, and each invalid 
application of this Ordinance 88-O-19 is severable.

Introduced: _________________, 2019  Approved:
Adopted: _________________, 2019  ________________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:

______________________________
Devon Reid, City Clerk  Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
For the City Council Meeting of September 23, 2019

Ordinance 94-O-19, Amending Two-Hour Limited Parking - Dodge
For Action

Memorandum

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

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

Subject: Ordinance 94-O-19, Amending Portions of City Code Sections 10-11-10
         “Schedule X(C); Two-Hour Limited Parking”

Date: August 13, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 94-O-19, amending portions of
City Code Sections 10-11-10 “Schedule X(C); Two-Hour Limited Parking.” This
Ordinance allows for 2 hour parking from 9:00 a.m. to 6:00 p.m. on the west side of
Dodge Avenue from Church Street to the first alley north thereof.

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

Summary:
Businesses in the Church Street Business District have expressed their concerns for
limited parking for their customers in this area. Staff was able to convert 13 spaces in
the parking surface lot on the southeast corner of Church Street and Dodge to Business
Parking Only spaces. In addition, staff is looking into allowing businesses to park in a lot
near 1700 Darrow (11 spaces). In total, with other on-street parking, there are 56
spaces in the area.

Attachments:
Ordinance 94-O-19
AN ORDINANCE

Amending Portions of City Code Sections 10-11-10, “Schedule X (C); Two-Hour Limited Parking”

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

SECTION 1: City Code Subsection 10-11-10, “Schedule X (C); Two-Hour Limited Parking,” of the Evanston City Code of 2012, as amended, is hereby further amended to add:

10-11-10 – SCHEDULE X (C): TWO-HOUR LIMITED PARKING.

<table>
<thead>
<tr>
<th>Schedule X (C): Two-Hour Limited Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

SECTION 3: If any provision of this Ordinance 94-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 94-O-19 shall be in full force and effect after its passage and approval.

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

Introduced: _________________, 2019

Adopted: _________________, 2019

Approved: _____________________, 2019

______________
Stephen H. Hagerty, Mayor

Attest: ________________________

Approved as to form: ________________________

Devon Reid, City Clerk
Michelle L. Masoncup, Corporation Counsel
Memorandum

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

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

Subject: Ordinance 84-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(C) "Two Hour Limited Parking"  

Date: August 13, 2019  

Recommended Action:  
Staff recommends City Council adoption of Ordinance 84-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two Hour Limited Parking.” This Ordinance will allow for 2-hour parking on the east side of Maple Avenue from Garnett Place to Foster Street.  

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

Summary:  
The Transportation & Parking Committee previously approved a pilot program adding the west side of Maple Avenue from Garnett to Foster as a 2-hour maximum parking area. Based on staff’s observations and feedback from the area businesses, it is recommended that the east side of Maple is also converted to 2-hour parking, as part of a six-month pilot program.  

Staff will monitor the area and return with a recommendation if they believe that the Code should return parking on the east side to unrestricted parking.  

Attachment:  
Ordinance 84-O-19
84-O-19

AN ORDINANCE

Amending Title 10, Chapter 11, Section 10, Schedule X(C) “Two-Hour Limited Parking”

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

SECTION 1: City Code Section 10-11-10 Schedule X(C), of the Evanston City Code of 2012, as amended, is hereby further amended to add portions of Maple Avenue, and read as follows:

SCHEDULE X (C): TWO-HOUR LIMITED PARKING

<table>
<thead>
<tr>
<th>(C)</th>
<th>No person shall park a motor vehicle for a period of time longer than two (2) hours between the hours of nine o’clock (9:00) A.M. and six o’clock (6:00) P.M. on any day except Sunday and national holidays upon the following streets or portions thereof:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maple Avenue</td>
<td>East side, Garnett Place to Foster</td>
</tr>
</tbody>
</table>

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 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 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.

Introduced: _________________, 2019

Adopted: _________________, 2019

Approved: _________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

______________________________
Michelle L. Masoncup, Corporation Counsel
Memorandum

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

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

Subject: Ordinance 85-O-19, Amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G”

Date: August 13, 2019

Recommended Action:
Staff and the Transportation & Parking Committee recommend City Council adoption of Ordinance 85-O-19, amending Title 10, Chapter 11, Section 10, Schedule X(F)8 “Residential Exemption Parking District G.” This Ordinance will add the three spaces west of Maple on the north side of Foster Street to District G.

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

Summary:
While reviewing District G, staff discovered two areas where signage is needed. On the 1000 block of Foster, the south side of the street is part of District G per the City Code. On the north side of the street from Maple to Ridge there is no parking allowed except for approximately three parking spaces just east of Maple. Currently these three spaces are unrestricted, although entire area around is part of the district. Adding signage would bring these three spaces into line with the rest of the district.

The Transportation & Parking Committee approved this recommendation at its July 2019 meeting.

Attachment:
Ordinance 85-O-19
85-O-19

AN ORDINANCE

Amending Title 10, Chapter 11, Section 10, Schedule X(F)8
“Residential Exemption Parking District G”

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

SECTION 1: City Code Section 10-11-10 Schedule X(F)8, of the Evanston
City Code of 2012, as amended, is hereby further amended to add portions of Maple
Avenue, and read as follows:

<table>
<thead>
<tr>
<th>SCHEDULE X (F) 8.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Residential Exemption Parking District G:</td>
</tr>
<tr>
<td>Foster Street</td>
</tr>
</tbody>
</table>

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 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 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.

Introduced: _________________, 2019
Adopted: _________________, 2019

Approved: _________________, 2019

Stephen H. Hagerty, Mayor

Attest: _________________

Devon Reid, City Clerk

Approved as to form: _________________

Michelle L. Masoncup, Corporation Counsel
Memorandum

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

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

Subject: Ordinance 91-O-19, Amending Various Sections of Title 10, Chapter 11
         Pertaining to City of Evanston Parking Lots

Date: August 26, 2019

Recommended Action:
Staff recommends City Council adoption of Ordinance 91-O-19, amending various
portions of Title 10, Chapter 11 pertaining to City of Evanston Parking Lots. The
Ordinance will remove Lot 32’s 13 meters (825 Hinman Avenue) as all spaces within the
lot are being converted to permit only, add Lot 68 and its 13 spaces (717-719 Howard
Street) as construction is complete on the new lot, and various other amendments to
bring the City Code up to date with previous parking rate and hour changes. Since
being introduced on September 9th, the language for Lot 68 was updated to only reflect
the hours for paid parking and not the hours the lot is available for use, keeping in line
with other City lots in the Code.

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

Summary:
The City recently constructed a new parking lot located at 717-719 Howard Street,
allowing for 13 parking spaces (including 2 handicapped accessible spots) for
customers of nearby businesses. Hours are from 8:00 a.m. to 2:30 a.m. with a 4 hour
maximum, at the rate of $1.50 an hour through December 31, 2019.

Staff, along with Alderman Wynne’s approval, recommends converting 13 spaces in Lot
32 located at 825 Hinman Avenue from hourly parking to permit parking. The hourly
spaces were underutilized and there is a long waiting list for permit holders.

Other changes to the Code include properly documenting the hourly parking fee
increase approved by Council at the end of November 2018. Lots with $0.50 rates
through December 31, 2019, will increase to $0.75 effective January 1, 2020. A few sections of 10-11-12 were not properly noted when the amendment was first adopted. In addition, Lot 25 located at 1612 Maple Avenue was inadvertently left out of the Code. This Ordinance will properly identify Lot 25 and its 24 meters/spaces detailing the hours of operation and rates.

Attachments
Ordinance 91-O-19
91-O-19

AN ORDINANCE

Amending Title 10, Chapter 11, Section 11 “Schedule XI: Reserved Parking Spaces Areas”

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

SECTION 1: City Code Section 10-11-11, of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

In accordance with the provisions of Section 10-4-16-1 of this Title, the following areas are hereby designated reserved parking space areas:

<table>
<thead>
<tr>
<th>Designation</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 25</td>
<td>1614 Maple Avenue</td>
</tr>
<tr>
<td>Lot 68</td>
<td>717-719 Howard Street</td>
</tr>
</tbody>
</table>

SECTION 2: City Code Section 10-11-12, Schedule H, of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

<table>
<thead>
<tr>
<th>Parking lot #15, behind 716 Main Street:</th>
</tr>
</thead>
<tbody>
<tr>
<td>29 meters</td>
</tr>
<tr>
<td>1. $1.50 per hour effective March 1, 2019 through December 31, 2019</td>
</tr>
<tr>
<td>2. $2.00 per hour effective January 1, 2020</td>
</tr>
<tr>
<td>$0.75 per hour effective January 1, 2020</td>
</tr>
<tr>
<td>Parking lot</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>#16, Noyes &quot;El&quot; station:</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>Maximum limit, 15 hours</td>
</tr>
<tr>
<td>9:00 a.m. to 6:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays. Overnight Parking Permitted</td>
</tr>
<tr>
<td>#19, 1700/1800 Benson Avenue (69 meters):</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>Maximum limit, 2 hours</td>
</tr>
<tr>
<td>8:00 a.m. to 9:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays. No Parking 3:00 am - 6:00 am</td>
</tr>
<tr>
<td>#21, 1028 Central Street—Chandler-Newberger Center:</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>Maximum limit, 15 hours</td>
</tr>
<tr>
<td>9:00 a.m. to 6:00 p.m. Monday through Saturday and 1:00 p.m. to 9:00 p.m. on Sundays. No Parking 3:00 am - 6:00 am</td>
</tr>
<tr>
<td>#25, 1612 Maple Avenue (24 meters):</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
</tbody>
</table>
## Maximum limit, 4 hours

| Parking lot #32, 825 Hinman Avenue: | 13 meters | $0.25 per two (2) hours, 24 hours per day |
| Parking lot #34 10, library underground garage: | 41 meters | 1. $4.00 $1.50 through December 31, 2019, $2.00 per hour effective January 1, 2020 |
| Parking lot #38, 1010 Grove Street: | 33 meters | 1. $4.00 $1.50 through December 31, 2019, $2.00 per hour effective January 1, 2020 |
| Parking lot #54, West side 2400—2600 Poplar Avenue: | 220 meters | 1. $0.25 $0.50 per hour effective March 1, 2019 through December 31, 2019, $0.75 per hour effective January 1, 2020 |
| Parking lot #68, 717-719 Howard Street: | 13 Spaces | 1. $1.50 per hour effective March 1, 2019 through December 31, 2019 |

**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: 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.

Introduced: ________________, 2019
Adopted: ________________, 2019

Approved: ________________, 2019

_______________________________

Stephen H. Hagerty, Mayor

Attest:

_______________________________

Devon Reid, City Clerk

Approved as to form:

______________________________

Michelle L. Masoncup, Corporation Counsel
Memorandum

To: Honorable Mayor and Members of the City Council
From: Johanna Leonard, Community Development Director
Paul Zalmezak, Economic Development Division Manager

Subject: Ordinance 87-O-19, Proposing Consideration of Scheduling of Dates for a Joint Review Board Meeting and a Public Hearing to Consider a Proposed First Amendment to the Howard and Ridge TIF District Redevelopment Plan and Project

Date: August 21, 2019

Recommendation:
Staff recommends City Council adoption of Ordinance 87-O-19, proposing consideration of scheduling of dates for a Joint Review Board Meeting and a Public Hearing to consider a proposed first amendment to the Howard and Ridge TIF District Redevelopment Plan and Project.

Summary:
The State of Illinois TIF Act requires the City Council adopt an ordinance to establish a public hearing and joint review board meeting dates for the purpose of hearing from any interested persons or affected taxing districts regarding the proposed approval of the First Amended Redevelopment Plan and Project, designation of the First Amended Redevelopment Project area, and adoption of the plan.

Staff proposes the Joint Review Board shall be held at 10:00am on September 25, 2019. Staff proposes the public hearing be held on October 28, 2019 at 6pm. Both meetings will be held at the Civic Center.

Background:
The City Council approved the creation of the Howard Ridge TIF district on January 26, 2004. The TIF district will expire with the final collection of revenues on December 31, 2027. The boundary, illustrated in the map below, runs along the southern boundary of Evanston from Ridge Avenue on the west to the CTA tracks on the east. The Howard Ridge TIF district map, ordinances, redevelopment plan, and annual reports can be found at the following link: https://www.cityofevanston.org/business/tif-districts
On March 28, 2019, following a reference from Alderman Ann Rainey, City Council authorized the approval of a contract with Kane McKenna to study the expansion of the Howard Ridge TIF to incorporate several underutilized properties which provide the potential for redevelopment during the remaining life of the TIF district, including the vacant Dairy Queen (911 Howard St.) site, which is under contract for a proposed affordable senior housing development by Evergreen Real Estate Group and CJE Senior Life.

Attachments:
- Ordinance 87-O-19
- Interested Parties Registry Form
- Draft TIF Plan
To: Honorable Mayor and Members of the City Council

From: Johanna Leonard, Community Development Director
Paul Zalmezak, Economic Development Division Manager

Subject: Ordinance 87-O-19 Schedule Dates for Public Hearing and Joint Review Board Meeting for Proposed Howard Ridge TIF District Amendment

Date: August 21, 2019

Recommendation:
Staff recommends City Council approve Ordinance 87-O-19 establishing dates for Howard Ridge TIF amendment Public Hearing and Joint Review Board Meeting.

Funding Source:
N/A

Summary:
The State of Illinois TIF act requires the City Council adopt an ordinance to establish a public hearing and joint review board meeting dates for the purpose of hearing from any interested persons or affected taxing districts regarding the proposed approval of the First Amended Redevelopment Plan and Project, designation of the First Amended Redevelopment Project area, and adoption of the plan.

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Attachments:
Ordinance
Interested Parties Registry Form
Draft TIF Plan
AN ORDINANCE

Proposing Consideration of Scheduling of Dates for a Joint Review Board Meeting and a Public Hearing to Consider a Proposed First Amendment to the Howard and Ridge TIF District Redevelopment Plan and Project

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the “TIF Act”), the Evanston City Council, has heretofore determined and does hereby determine that it is advisable and in the best interests of the City of Evanston (“City”) and certain affected taxing districts that the City Council begin to consider formally a proposed first amendment to the Howard Ridge TIF District Redevelopment Plan (the “First Amended Redevelopment Plan”) and project (“the “First Amended Project”) and designate a proposed amended redevelopment project area to be known as “First Amended Redevelopment Project Area Number Five” (the “First Amended Redevelopment Project Area”) as further described in Exhibit A attached hereto, and that the City Council consider confirming tax increment allocation financing for the proposed First Amended Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-4.2 of the TIF Act, the City is required to create an interested parties registry for activities related to the proposed First Amendment to the Original Redevelopment Project, to adopt reasonable registration rules, and to prescribe requisite registration forms for residents and organizations active within the City that seek to be placed on said interested parties
registry, and the City has created such registry, adopted such registration rules and
prescribed such requisite registration forms, by passage of Ordinance 98-O-03; and

WHEREAS, the TIF Act requires, and the Economic Development Committee recommends, that the City convene a Joint Review Board and conduct a
public hearing prior to the consideration and adoption of ordinances approving the First Amendment designating the First Amended Redevelopment Project Area, and
confirming tax increment allocation financing therefor, at which hearing any interested
person or affected taxing district may file with the City Clerk written objections to and
may be heard orally with respect to the proposed First Amended Redevelopment Plan
and First Amended Project; and

WHEREAS, the TIF Act further requires that such Joint Review Board
consist of a representative selected by each community college district, local
elementary school district and high school district or each local community unit school
district, park district, library district, township, fire protection district and county that will
have authority to directly levy taxes on the property within the proposed First Amended
Redevelopment Project Area at the time that the proposed First Amended
Redevelopment Project Area is approved, a representative selected by the City, and a
public member to consider the subject matter of the public hearing; and

WHEREAS, the TIF Act further requires that the time and place of such
public hearing be fixed by ordinance or resolution adopted by the City Council; and

WHEREAS, the TIF Act further requires that not less than 10 days prior to
adopting such ordinance or resolution fixing the time and place of a public hearing, the
City must make available for public inspection a redevelopment plan or a separate
report that provides in reasonable detail the basis for the proposed First Amended Project qualifying as a “redevelopment project area” under the Act; and

WHEREAS, the firm of Kane, McKenna & Associates, Inc., has conducted an eligibility survey of the proposed First Amended Redevelopment Project Area and has prepared its report (the “Report”) that said proposed area qualifies as a “redevelopment project area” as defined in the TIF Act, which survey and findings have been presented to the Corporate Authorities and are now on file in the official files and records of the City; and

WHEREAS, the Report has heretofore been on file and available for public inspection for at least 10 days in the offices of the City Clerk as required under the TIF Act; and

WHEREAS, the TIF Act requires that notice of the public hearing be given by publication and mailing; and

WHEREAS, the City has heretofore and it hereby is determined that it is advisable to convene a Joint Review Board and hold a public hearing to consider the proposed approval of the proposed Plan and Project; and

WHEREAS, the City expects to incur certain planning and other costs (the “Preliminary Expenditures”) that will constitute “redevelopment project costs” as defined in the TIF Act, all of which costs are consistent with the program for accomplishing the objectives of the proposed First Amended Redevelopment Plan as included therein; and

WHEREAS, the Preliminary Expenditures will be included in the proposed First Amended Redevelopment Plan; and
WHEREAS, the City has heretofore, and it hereby is, determined that it is necessary and desirable to approve the Preliminary Expenditures by ordinance or resolution; and

WHEREAS, the City has heretofore and it hereby expressly is found that the First Amended Redevelopment Plan and Project will not displace residents from 10 or more inhabited residential units:

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

SECTION 1. REDEVELOPMENT PLAN AND PROJECT PROPOSED. The approval of the First Amended Redevelopment Plan and Project, the designation of the First Amended Redevelopment Project area, and the adoption of tax increment allocation financing therefor are hereby proposed.

SECTION 2. INTERESTED PERSONS REGISTRY CREATED. The City Council directed that an interested persons registry (the “Registry”) was established for the Original Redevelopment Project Area. The City Clerk is hereby expressly authorized and directed to maintain the Registry for the proposed First Amended Redevelopment Project area.

SECTION 3. REGISTRATION RULES AND FORMS. The registration rules for the Registry have been approved by the City in Ordinance 98-O-03 and are available from the City Clerk.

SECTION 4. JOINT REVIEW BOARD CONVENED. A Joint Review Board, as set forth in the TIF Act, is hereby convened and the board shall meet, review such documents and issue such report as set forth in the TIF Act. The first meeting of said Joint Review Board shall be held at 10:00 a.m. on the 25th day of September
2019, at Evanston Civic Center, Illinois. The City hereby expressly finds and determines that said date is at least 14 days but not more than 28 days after the notice to affected taxing districts hereinafter authorized in Section 7 of this ordinance will be mailed.

SECTION 5. TIME AND PLACE OF PUBLIC HEARING FIXED. A public hearing (the “Hearing”) shall be held by the City Council at 6:00 p.m. on the 28th day of October 2019, at the City Council Chambers, Evanston Civic Center, Evanston, Illinois, for the purpose of hearing from any interested persons or affected taxing districts regarding the proposed approval of the First Amended Redevelopment Plan and Project, designation of the First Amended Redevelopment Project area, and adoption of tax increment allocation financing therefor.

SECTION 6. PUBLICATION OF NOTICE OF HEARING AND JOINT REVIEW BOARD AUTHORIZED. Notice of the Hearing, substantially in the form attached hereto as Exhibit B, shall be published at least twice, the first publication to be not more than 30 nor less than 10 days prior to the Hearing, in the Evanston Review, being a newspaper of general circulation within the taxing districts having property in the proposed Redevelopment Project Area.

SECTION 7. MAILING OF NOTICE OF HEARING AUTHORIZED. (a) Notice shall be mailed by certified mail not less than 10 days prior to the date set for the Hearing, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed First Amended Redevelopment Project Area. In the event taxes for the last preceding year were not paid, the notice shall also be sent to the persons last listed on the tax rolls within the preceding three years as the owners of such property. Notice
shall also be given within a reasonable time after the adoption of this ordinance by first
class mail to all residential addresses located outside the proposed First Amended
Redevelopment Project Area and within 750 feet of the boundaries of the proposed
First Amended Redevelopment Project Area and to those organizations and residents
that have registered with the City for that information in accordance with the registration
guidelines herein established by the City. Notice shall also be given by certified mail to
all taxing districts of which taxable property is included in the proposed First Amended
Redevelopment Project Area and to the Illinois Department of Commerce and
Economic Opportunity not less than 45 days prior to the Hearing, and such notice (i)
shall advise the taxing bodies represented on the Joint Review Board of the time and
place of the first meeting of the Joint Review Board and (ii) shall also include an
invitation to each taxing district and the Illinois Department of Commerce and Economic
Opportunity to submit written comments prior to the date of the Hearing to the City, to
the attention of the City Clerk, Evanston Civic Center, 2100 Ridge Avenue, Evanston,
Illinois 60201-2796 concerning the subject matter of the Hearing. Each such mailed
notice shall include a copy of the Report, the name of an appropriate person to contact
for additional information, and a copy of the proposed Redevelopment Plan.

SECTION 8. PRELIMINARY EXPENDITURES APPROVED. The
Preliminary Expenditures as set forth in Exhibit C attached hereto and incorporated
herein by this reference are hereby approved.

SECTION 9. SUPERSEDER. All ordinances, resolutions, motions or
orders in conflict with the provisions of this Ordinance are, to the extent of such conflict,
hereby repealed.
SECTION 10. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption.

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

Introduced: ________________, 2019

Adopted: ________________, 2019

Approved: ________________, 2019

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

Legal Description of First Amended Redevelopment Project Area Number Five
Notice is hereby given that on the 24th day of September 2019, at 10:00 a.m. in the City Council Chambers, Evanston Civic Center, 2100 Ridge Avenue, Evanston, Illinois, a public hearing will be held to consider the approval of the proposed first amendment to Redevelopment Project Area Number Five redevelopment plan (the “First Amended Redevelopment Plan”) and the designation of that certain proposed amended redevelopment project area to be known as the First Amended Redevelopment Project Area Number Five (the “First Amended Redevelopment Project Area”). The First Amended Redevelopment Project Area consists of the territory legally described as in Exhibit 1 attached:

The approximate street location and description of the First Amended Redevelopment Project Area is as follows: The amended RPA generally consists of the parcels that front the north side of Howard Street between Ridge Avenue to the east and Ashland Avenue to the west, including additional parcels that front on both the east and west sides of Asbury Avenue between Howard Avenue to the south and Dobson Street to the north. The area contains mixed residential uses, retail/commercial properties and institutional uses.

There will be considered at the hearing approval of the First Amended Redevelopment Plan and Project for and the designation of the proposed First Amended Redevelopment Project Area and adoption of tax increment allocation financing therefor. The proposed First Amended Redevelopment Plan and Project is on file and available for public inspection at the office of the City Clerk, Evanston Civic Center, 2100 Ridge Avenue, Evanston, Illinois. Pursuant to the First Amended Redevelopment Plan and Project, the City proposes to alleviate conservation area conditions in the First Amended Redevelopment Project Area and to enhance the tax base of the City and the taxing districts having taxable property within the First Amended Redevelopment Project Area by utilizing tax increment financing to fund various eligible project costs to stimulate private investment within the First Amended Redevelopment Project Area. These eligible project costs may include, but may not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, renovation, reconstruction, rehabilitation and repair of existing buildings, financing, administrative and other professional costs, all as authorized under the Tax Increment Allocation Redevelopment Act, as amended. The First Amended Redevelopment Plan objectives include promoting and protecting the health, safety, morals and welfare of the public by establishing a public/private partnership, establishing economic growth, development and training in the City by working within the guidelines of the business attraction and retention strategies.
developed by the City, encouraging private investment while conforming with the City’s comprehensive plan, restoring and enhancing the City’s tax base, enhancing the value of the proposed First Amended Redevelopment Project Area, improving the environmental quality of the proposed Redevelopment Project Area, and retaining and attracting employment opportunities within the proposed First Amended Redevelopment Project Area. To achieve these objectives, the First Amended Redevelopment Plan proposes to provide assistance by paying or reimbursing costs related to the acquisition, construction and installation of public facilities, property assembly, site preparation and improvement, environmental remediation, job training and other eligible redevelopment project costs, the execution of one or more redevelopment agreements, and the payment of financing, administrative and other professional costs.

Prior to the date of the hearing, each taxing district having property in the First Amended Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the City, to the attention of the City Clerk, 2100 Ridge Avenue, Evanston, Illinois 60201-2796.

There is hereby convened a Joint Review Board to consider the proposed First Amended Redevelopment Plan and Project for and the designation of the proposed First Amended Redevelopment Project Area and the adoption of tax increment allocation financing therefor. The Joint Review Board shall consist of a representative selected by each community college district, local elementary school district and high school district or each local community unit school district, park district, library district, township, fire protection district and county that will have the authority to directly levy taxes on the property within the First Amended Redevelopment Project Area at the time that the First Amended Redevelopment Project Area is approved, a representative selected by the City, and a public member. The first meeting of said Joint Review Board shall be held at 10:00 a.m. on the 24th day of September, 2019, at the Evanston Civic Center, 2100 Ridge Avenue, Evanston, Illinois.

At the hearing, all interested persons or affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the Redevelopment Plan and Project for and the designation of the Redevelopment Project Area and the adoption of tax increment allocation financing therefor. The hearing may be adjourned by the Mayor and the City Council of the City without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

/s/
City Clerk
City of Evanston
Cook County, Illinois
**Exhibit C**

**Estimated Preliminary Expenditures**

<table>
<thead>
<tr>
<th>Category</th>
<th>Estimated Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>$30,000 to $50,000</td>
</tr>
</tbody>
</table>
INTERESTED PARTIES REGISTRATION FORM

Registration for Individuals:  If you would like to register on the Interested parties Registry for one or more Redevelopment Project Areas (TIFs) in the City of Evanston, please complete Part A, sign and date the form, and submit to the City Clerk at the address indicated below.

Registration for Organization:  If you would like to register on the Interested Parties Registry for one or more Redevelopment Project Areas (TIFs) in the City of Evanston, please complete Part B, sign and date the form, and submit to the City Clerk at the address indicated below.

________________________

PART A:  REGISTRATION FOR INDIVIDUALS (Please Print)

Name_______________________________________________________________________
Street Address________________________________________________________________
City________________________ State___________________ Zip Code_______________  
Telephone (___) _________________ Fax (___) ___________________
E-Mail Address_______________________________________

________________________

PART B:  REGISTRATION FOR ORGANIZATIONS (Please Print)

Organization Name_____________________________________________________________
Contact Name_________________________________________________________________
Street Address________________________________________________________________
City________________________ State___________________ Zip Code_______________
Telephone (___) _________________ Fax (___) ___________________
E-Mail Address_______________________________________

________________________

Please check the TIF(s) you are interested in below:
(   ) Dempster Dodge TIF  (   ) Chicago Main TIF  (   ) Howard Ridge  (   ) West Evanston

________________________
Please return this form to:  TIF Interested Parties Registry  
City Clerk’s Office  
2100 Ridge Avenue  
Evanston, Illinois  60201-2796

Signature/Title_______________________________________ Date___________________

1007 of 1253
FIRST AMENDMENT TO THE CITY OF EVANSTON
HOWARD AND RIDGE TIF DISTRICT
REDEVELOPMENT PLAN AND PROJECT NO. 5

Prepared Jointly by:

City of Evanston
and
Kane, McKenna and Associates, Inc.

Original Redevelopment Plan and Project: January 27, 2004
First Amendment to Redevelopment Plan and Project: _________, 2019
The City of Evanston’s (hereinafter the “City”) Howard and Ridge TIF Redevelopment Plan and Project is hereby amended as described herein. The amendatory language contained herein constitutes the First Amendment to the TIF Redevelopment Plan and Project adopted in 2004.

1) Section I “Introduction” on page 1, the first through third paragraphs are to be replaced with the following:

“The RPA, as amended, is generally bounded by tax parcels that front Howard Street and Chicago Avenue to the north, Ashland Avenue on the west, the City boundaries on the south and on the east.

The areas generally located to the west of Ridge Avenue are included as part of the First Amendment to the RPA. The RPA includes mixed uses consisting of residential (multi-family/apartments), retail/commercial properties, and institutional uses.

2) Section I “Introduction” on page 4, the first paragraph, references a boundary map in Exhibit 2. The boundary map as amended, is now included in Exhibit 2 attached hereto.

3) Section II “Redevelopment Project Legal Description” on page 6 is to be replaced with an amended Exhibit 1.

4) Section IV. “Evidence of the Lack of Development and Growth Within the RPA and Assessment of Fiscal Impact on Affected Taxing Districts”, Section A. “Evidence of the Lack of Development and Growth Within the RPA”, on page 8, a new paragraph is added at the bottom of the page:

“The RPA as amended consists of older buildings and properties located west of Ridge Avenue. Concerns relating to the marketability of current uses, along with the ability to compete in the wider market place, have served as the basis for the expansion of the RPA in order to increase investment and job creation along Howard Street.”

5) Section V “TIF Qualification Factors Existing in the Redevelopment Project Area” on page 11, is amended to add a new second paragraph after Findings: Exhibit 4 also includes a First Amendment to the Howard and Ridge TIF Qualification/Designation Report for the properties west of Ridge Avenue. The first paragraph after “Eligibility Survey” is amended to include “and June, 2019” after “March of 2003”.

6) Section VI.E. The “Redevelopment Project” page 14 to 19, entitled “City of Evanston Redevelopment Project, Estimated Project Costs” is hereby deleted and replaced with the following:
**Eligible Redevelopment Project Costs.** Under the TIF Act, redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred as well as any such costs incidental to the Plan. (Private investments, which supplement “Redevelopment Project Costs,” are expected to substantially exceed such redevelopment project costs.) Eligible costs permitted by the Act and pertaining to this Plan include:

(1) *Professional Service Costs* – Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- The cost of marketing sites within the Redevelopment Project Area to prospective businesses, developers, and investors;

- Annual administrative costs shall *not* include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a Redevelopment Project Area or approved a redevelopment plan;

- In addition, redevelopment project costs shall *not* include lobbying expenses;

(2) *Property Assembly Costs* – Costs including but not limited to acquisition of land and other property (real or personal) or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

(3) *Improvements to Public or Private Buildings* – Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
(4) **Public Works** – Costs of the construction of public works or improvements, except that redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

(5) **Job Training** – Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;

(6) **Financing Costs** – Costs including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including (a) interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months thereafter and (b) reasonable reserves related thereto;

(7) **Capital Costs** – To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

(8) **School-Related Costs** – An elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the Redevelopment Project Area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually.\(^1\) Certain library district costs may also be paid as provided for in the Act.

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\(^1\) The calculation is as follows: (A) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax
(9) **Relocation Costs** – To the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n) of the Act;

(10) **Payment in lieu of taxes**;

(11) **Other Job Training** – Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

(12) **Developer Interest Cost** – Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

(A) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;

(B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

(C) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;

(D) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;

increment finance assistance under the Act. (B) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition Charge equal to or more than $5,000, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act. (C) For any school district in a municipality with a population in excess of 1,000,000, additional provisions apply.
(E) the cost limits set forth in subparagraphs (B) and (D) of paragraph shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act. The percentage of 75% shall be substituted for 30% in subparagraphs (B) and (D).

(F) Instead of the eligible costs provided by subparagraphs (B) and (D), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (F) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the Redevelopment Project Area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (F).

The TIF Act prohibits certain costs. Unless explicitly stated herein, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost. In addition, the TIF Act prohibits costs related to retail development that results in the closing of nearby facilities of the same retailers. Specifically, none of the redevelopment project costs enumerated in the TIF Act shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail

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2 The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (F) of paragraph (11) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later.
## “CITY OF Evanston
HOWARD and Ridge REDEVELOPMENT PROJECT
ESTIMATED PROJECT COSTS

<table>
<thead>
<tr>
<th>Program Actions/Improvements</th>
<th>Estimated Costs (A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Utility Improvements including, but not limited to water, storm, sanitary sewers, the</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>service of public facilities, public parking facilities and road and streetscape</td>
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<tr>
<td>improvements</td>
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<tr>
<td>2. Demolition, Site Preparation, Environmental Cleanup and Related Costs</td>
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<td>3. Land Acquisition, Assembly Costs and Relocation Costs</td>
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<td>4. Rehabilitation Programs</td>
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<td>5. Developer Interest Costs and Affordable Housing Related Costs Pursuant to the Act</td>
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<tr>
<td>6. Planning, Legal, Engineering, Administrative and Other Professional Service Costs</td>
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</tr>
<tr>
<td>7. School District Tuition Costs per the TIF Act</td>
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<tr>
<td>8. Public facilities and Taxing District Capital Improvements Pursuant to the Act</td>
<td>1,000,000</td>
</tr>
<tr>
<td>9. Training and Workforce Development</td>
<td>1,000,000</td>
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</table>

TOTAL ESTIMATED PROJECT COSTS $17,500,000

NOTES:

a. All costs are shown in 2019 dollars and do not include additional costs to be incurred in future financing (e.g., bond issuance costs, interest payments on obligations and related expenses) or inflationary increases that may be realized.
b. Private redevelopment costs and investments are in addition to the above.
c. The total estimated Redevelopment Project Costs shall not be increased by more than 5% after adjustment for inflation from the date of this Redevelopment Plan Amendment.
d. TIF revenues may be expended into or from any contiguous Redevelopment Project Area.
e. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.”
6) Section VI.F. “Redevelopment Project” page 20, “Sources of Funds to Pay Redevelopment Costs Eligible Under Illinois TIF Statute” is amended to add a new sentence at the end of paragraph 3.

“The First Amendment to the RPA base equalized assessed valuation is expected to be the 2018 tax year”.

7) Section VI.H. “Redevelopment Project” page 21, “Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area” is amended to read in its entirety as follows:

“The total base year equalized assessed valuation for the original Redevelopment Project Area is $5,978,279. The First Amendment to the Plan and Project EAV is estimated to increase the base year EAV by approximately $5,438,356.”

8) Section VII. “Description and Scheduling of Redevelopment Project” page 22, “Redevelopment Project is amended to add two new paragraphs at the end of the page.

“School Tuition and Capital Costs: The City may fund eligible school district and capital costs pursuant to the requirements of the TIF Act.

“Affordable Housing Funding: The City may fund up to 50% of the cost of construction of new housing units for units to be occupied by low income or very low-income households as defined by Section 3 of the Illinois Affordable Housing Act and pursuant to the requirements of the TIF Act.”

9) Section VI.I. “Redevelopment Project” page 23, Section V, Subsection I entitled “Anticipated Equalized Assessed Valuation (EAV)” is amended to delete the existing subsection and adding the following thereto:

“Upon completion of the anticipated private development of the Redevelopment Project Area over the remaining TIF period, it is estimated that the equalized assessed valuation (EAV) of the property within the amended Redevelopment Project Area will be approximately $20,000,000 to $22,000,000.”

10) Exhibit 1, entitled “Legal Description”, is deleted and is replaced by an amended Exhibit 1 attached hereto and made part hereof.

11) Exhibit 2, entitled “Boundary Map”, is deleted and replaced by an amended Exhibit 2 attached hereto and made part hereof.

12) Exhibit 3, entitled “Existing/Land Use Map”, is deleted and replaced by an amended Exhibit 3 attached hereto and made part hereof.
13) Exhibit 4, entitled “Proposed Land Use Map” is deleted and replaced by an amended Exhibit 4 attached hereto and made part hereof.

14) Exhibit 5, entitled “TIF Qualification/Designation Report is amended to add the “First Amendment to the City of Evanston Howard and Ridge TIF” attached hereto and made part hereof.
EXHIBIT 1

LEGAL DESCRIPTION, AS AMENDED
LEGAL DESCRIPTION (HOWARD & RIDGE TIF FIRST AMENDMENT):

THAT PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND THE WESTERLY RIGHT-OF-WAY LINE OF RIDGE AVENUE EXTENDED SOUTHERLY TO SAID SOUTH LINE; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 1 IN GRANT AND GRANT’S HOWARD RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1927 AS DOCUMENT NO. 9884598; THENCE EASTERLY ALONG A STRAIGHT LINE TO THE NORTHERLY CORNER OF SAID LOT 15 IN BLOCK 7 OF BRUMMEL AND CASE HOWARD TERMINAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1916 AS TORRENS DOCUMENT NO. 56151, SAID NORTHERLY CORNER BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RIDGE AVENUE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15 AND LOTS 16 THRU 31 OF SAID BLOCK 7, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 31; THENCE EASTERLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 8 OF SAID BRUMMEL AND CASE HOWARD TERMINAL SUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 19 AND LOTS 20 THRU 24 OF SAID BLOCK 8, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 24, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF ZEISEL’S CONSOLIDATION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1972 AS TORRENS DOCUMENT NO. 2655165; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY LINE OF SAID ZEISEL’S CONSOLIDATION TO THE NORTHEAST CORNER OF SAID ZEISEL’S CONSOLIDATION, SAID NORTHEAST CORNER BEING A POINT ON THE NORTHEAST CORNER OF SAID LOT 28 IN SAID BLOCK 8; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 28 AND LOTS 29 THRU 41 OF SAID BLOCK 8 INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 41; THENCE EASTERLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1 OF NILES HOWARD TERMINAL ADDITION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1916 AS DOCUMENT NO. 5829212; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND LOTS 2 THRU 9 OF SAID BLOCK 1, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE EASTERLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF SAID NILES HOWARD TERMINAL ADDITION; THENCE EASTERLY ALONG THE NORTHERLY LINE, OF SAID LOT 1 AND LOTS 2 THRU 9 OF SAID BLOCK 2, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE EASTERLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 3 OF SAID NILES HOWARD TERMINAL ADDITION; THENCE EASTERLY ALONG THE NORTHERLY LINE, OF SAID LOT 1 AND LOTS 2 THRU 7 OF SAID BLOCK 3 INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 7, SAID NORTHEAST CORNER BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HOWARD STREET; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, TO A POINT ON THE EASTERNLY RIGHT-OF-WAY LINE OF SAID CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHWESTERLY ALONG EASTERLY RIGHT-OF-WAY LINE, TO A POINT ON THE NORTH LINE OF THE SOUTH 6.25 CHAINS OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE EASTERLY ALONG SAID NORTHERLY LINE, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CHICAGO AVENUE (A.K.A. CLARK STREET); THENCE SOUTHEASTERLY ALONG SAID WESTERLY
EXHIBIT 2

BOUNDARY MAP, AS AMENDED
EXHIBIT 3

EXISTING LAND USE MAP, AS AMENDED
EXHIBIT 4

PROPOSED LAND USE MAP, AS AMENDED
EXHIBIT 5

FIRST AMENDMENT TO THE CITY OF EVANSTON
HOWARD AND RIDGE TIF QUALIFICATION/DESIGNATION REPORT
CITY OF EVANSTON
TIF QUALIFICATION/DESIGNATION REPORT
FIRST AMENDMENT TO THE HOWARD AND RIDGE
TIF DISTRICT

A study to determine whether certain properties could qualify as a conservation area as set forth in the definitions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended and as described herein.

Prepared For: City of Evanston, Illinois
Prepared By: Kane, McKenna and Associates, Inc.

July, 2019
# CITY OF EVANSTON

TIF QUALIFICATION REPORT

FIRST AMENDMENT TO THE HOWARD AND RIDGE TIF DISTRICT

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Introduction and Background</td>
<td>1</td>
</tr>
<tr>
<td>II.</td>
<td>Qualification Criteria Used</td>
<td>3</td>
</tr>
<tr>
<td>III.</td>
<td>The Amended Area</td>
<td>7</td>
</tr>
<tr>
<td>IV.</td>
<td>Methodology of Evaluation</td>
<td>8</td>
</tr>
<tr>
<td>V.</td>
<td>Qualification of Amended Area and Findings of Eligibility</td>
<td>9</td>
</tr>
<tr>
<td>VI.</td>
<td>Summary of Findings and Overall Assessment of Qualification</td>
<td>13</td>
</tr>
</tbody>
</table>

**EXHIBIT 1**

Proposed Amended TIF Boundary Map

**EXHIBIT 2**

Amended TIF Parcels
I. INTRODUCTION AND BACKGROUND

In the context of planning for the first amendment to the Howard and Ridge TIF District within the boundaries described in the map attached hereto as Exhibit 1 (the “Amended TIF” or the “Amended Area”), the City of Evanston (the “City”) has authorized the study of the proposed amendments to the redevelopment project area within the boundaries described in the map attached hereto (the “RPA” or “TIF District”) to determine whether the amended Area qualifies for consideration as a Tax Increment Financing District (the “TIF”). Kane, McKenna and Associates, Inc. (“KMA”), has agreed to undertake the study of the Amended Area.

The entire RPA as amended is generally bounded on the south by the City boundaries and Howard Street, on the east by the City boundaries and the CTA Red Line, on the north by frontage properties adjacent to Howard Street, and on the west by Ashland Avenue.

The Amended Area in aggregate, exhibits signs of deterioration, lack of community planning, deleterious layout, and obsolescence which has resulted in piecemeal development and recently declining Equalized Assessed Values (EAV). Many structures are functionally obsolete due to age and current market conditions and underutilized buildings are present as well. Site preparation and land assembly may also be necessary in order to reconfigure parcels and improvements for more modern uses and various other commercial/retail/residential mixed uses. The qualification factors discussed within this Report qualify the Amended Area as a “conservation area”, as that term is hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 et. seq., as amended.

Several of the properties included in the RPA have evidenced deterioration of structures and site improvements. In order for redevelopment to occur, a coordinated and enhanced effort from the City is needed. It is important for the City to make improvements, where available, in order to preserve the tax base, maintain and increase sales tax revenues, provide supportive amenities for the development with the Amended Area and retain and create jobs. In particular, the underutilized parcels will require coordination relating to potential reuse and redevelopment of these properties within the Amended Area.

The majority of the site improvements within the Amended Area were found to have varying degrees of deterioration. Deterioration was also noted in surface lots, drives, and right of ways. In addition, the total Equalized Assessed Value of the Amended Area has grown at a rate less than the balance of the City for four (4) of the last five (5) years and has lagged Consumer Price Index (CPI) for three (3) of the past five (5) years as well.

It is believed by the City that the Amended Area can be a candidate for redevelopment if the obstacles discussed in this report can be mitigated. Further, it is believed that the use of TIF can mitigate these negative obstacles that currently impede redevelopment and contribute to the overall rejuvenation of the larger Howard Street area.
OBJECTIVES

The City seeks to identify workable solutions and to encourage redevelopment of parcels and right-of-ways within the RPA. (Note: this would include the existing RPA and the Amended Area). To achieve these objectives, the City proposes the following guidelines:

- Encourage compatible, well designed development in the RPA with an emphasis on quality site design and building orientation, and site improvements as outlined by City guidelines;

- Encourage job growth within the RPA;

- Coordinate redevelopment in and around the RPA and the adjacent neighborhood; and

- Redevelop properties within the RPA as part of a coordinated effort to revitalize and enhance mixed-use, residential, and commercial properties.

The City has made a determination that it is highly desirable to promote the redevelopment of the Amended Area and the City believes adverse conditions will worsen without an implementation plan for redevelopment. The City intends to create and implement a redevelopment plan in order to restore, stabilize and then increase the community’s tax base.

Given the existing condition of the amended area properties and the required coordination for a variety of uses, the City is favorably disposed toward supporting redevelopment efforts. However, the City has determined that redevelopment should occur through the benefit and guidance of comprehensive economic planning. Through this coordinated effort, the entire RPA is expected to improve. Development barriers, inherent with current conditions, which impede economic growth under existing market standards, are expected to be eliminated.

The City has determined that redevelopment currently planned for the RPA is feasible only with public finance assistance. The creation and utilization of the amendments to the TIF are intended by the City to help provide the assistance required to eliminate conditions detrimental to successful redevelopment.

The use of TIF relies upon induced private redevelopment in the entire RPA creating higher real estate value, which would otherwise decline without such investment, leading to increased property taxes compared to the previous land use (or lack of use). In this way, the existing tax base for all tax districts is protected and a portion of future increased taxes are pledged to attract the needed private investment.
II. QUALIFICATION CRITERIA USED

With the assistance of City representatives, Kane, McKenna and Associates, Inc. examined the Amended Area beginning in May, 2019 and continuing to the date of this report, and reviewed information collected for the area to determine the presence or absence of appropriate qualifying factors listed in the Illinois “Tax Increment Allocation Redevelopment Act”, 65 ILCS 5/11-74.4-1 et. seq., as amended (hereinafter referred to as the “Act”). The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a redevelopment project area. By definition, a “redevelopment project area” is:

“an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

Conservation Area

The Act defines a “conservation area” as follows:

“Conservation area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors may be considered as a “conservation area”:

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.
(E) **Illegal Use of Individual Structures:** The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) **Excessive Vacancies:** The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) **Lack of Ventilation, Light, or Sanitary Facilities:** The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) **Inadequate Utilities:** Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) **Excessive Land Coverage and Overcrowding of Structures and Community Facilities:** The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) **Deleterious Land-Use or Layout:** The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) **Environmental Clean-Up:** The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks.
required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

(2) If vacant, the sound growth of the redevelopment project area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

(A) Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

(B) Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.

(C) Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

(D) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

(E) The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an
independent consultant recognized as having expertise in environmental remediation has
determined a need for the clean-up of hazardous waste, hazardous substances or
underground storage tanks required by State or federal law, provided that the remediation
costs constitute a material impediment to the development or redevelopment of the
redevelopment project area.

(F) The total equalized assessed value of the proposed redevelopment project area has
declined for three (3) of the last five (5) calendar years prior to the year in which the
redevelopment project area is designated or is increasing at an annual rate that is less than
the balance of the municipality for three (3) of the last five (5) calendar years for which
information is available or is increasing at an annual rate that is less than the Consumer
Price Index for All Urban Consumers published by the United States Department of Labor
or successor agency for three (3) of the last (5) calendar years prior to the year in which
the redevelopment project area is designated.

(3) If vacant, the sound growth of the redevelopment project area is impaired by one of the following
factors that (i) is present, with that presence documented to a meaningful extent so that a
municipality may reasonably find that the factor is clearly present within the intent of the Act
and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to
which is pertains:

(A) The area consists of one or more unused quarries, mines or strip mine ponds.

(B) The area consists of unused rail yards, rail tracks or railroad rights-of-way.

(C) The area, prior to its designation, is subject to chronic flooding that adversely
impacts on real property in the area as certified by a registered professional engineer or
appropriate regulatory agency.

(D) The area consists of an unused or illegal disposal site containing earth, stone,
building debris or similar materials that were removed from construction, demolition,
excavation or dredge sites.

(E) Prior to the effective date of this amendatory Act of the 91st General Assembly,
the area is not less than fifty (50) nor more than one hundred (100) acres and 75% of
which is vacant (notwithstanding that the area has been used for commercial agricultural
purposes within five (5) years prior to the designation of the redevelopment project area),
and the area meets at least one of the factors itemized in paragraph one (1) of this
subsection, the area has been designated as a town or City center by ordinance or
comprehensive plan adopted prior to January 1, 1982 and the area has not been developed
for that designated purpose.

(F) The area qualified as a conservation area immediately prior to becoming vacant,
unless there has been substantial private investment in the immediately surrounding area.
III. THE AMENDED AREA

The area of study consists of retail/commercial, improved lots and mixed-use property located within the Amended Area.

The Amended Area includes all parcels in the area generally bounded by Ashland Avenue to the west, the City boundaries to the south, Ridge Avenue to the east, and the frontage parcels north of Howard Street to the north. The Study Area as a whole consists of fifty-three (53) tax parcels.

In evaluating the improved properties within the Amended Area, KMA completed its analysis based on the “conservation area” criteria cited in 65 ILCS 5/11-74-3(a)(1) (the “Conservation Area Definition”). The Conservation Area Definition states that at least fifty percent (50%) or more of the area’s structures must be over thirty-five (35) years in age and there must be three (3) of the thirteen (13) qualification factors contained in the TIF Act must be present for a finding of a conservation area. KMA, with the assistance of City staff, has identified six (6) qualification factors that are distributed throughout the area. Please refer to the table below for more detail.

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<th>Maximum Possible Factors per Statute</th>
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<td>• Deterioration of Structures/Improvements</td>
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<td>• Inadequate Utilities</td>
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<td>• Deleterious Layout</td>
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<td></td>
<td>• Lack of Community Planning</td>
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<td></td>
<td></td>
<td>• Lagging or Declining EAV</td>
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</table>
IV. METHODOLOGY OF EVALUATION

In evaluating the Amended Area potential qualification as a redevelopment project area pursuant to the Act, the following methodology was utilized:

1) Site surveys of the Amended Area were undertaken by representatives from KMA. Site surveys were completed for each parcel within the area.

2) Exterior evaluations of structures, noting deterioration or obsolescence, as well as vacancies or other conditions were completed.

3) The area was studied in relation to review of available planning reports, aerial photographs, Sidwell maps, local history (discussions with City staff), and an evaluation of area-wide factors that have affected the area’s development where possible (e.g., lack of community planning, uncoordinated development, etc.). KMA reviewed the area in its entirety. City redevelopment goals and objectives for the area were also reviewed.

4) Individual structures were initially photographed and surveyed only in the context of checking, to the best and reasonable extent available, criteria factors of specific structures on particular parcels. Underutilized portions of the Amended Area were examined within a similar context.

5) The Amended Area was examined to assess the applicability of the different factors required for qualification for TIF designation under the Act. Evaluation was made by reviewing the information and determining how each measured when evaluated against the relevant factors.

Improved land within the Amended Area was examined to determine the applicability of the age factor and the thirteen (13) different conservation area factors for qualification of designation as a redevelopment project area pursuant to the Act.
V. QUALIFICATION OF AMENDED AREA/FINDINGS OF ELIGIBILITY

As a result of KMA’s evaluation of each parcel and the area as a whole within the Amended Area to the RPA, and an analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the amendments to the RPA as a “conservation” area.

A. CONSERVATION AREA FACTORS

The Amended Area is found to qualify as a “conservation area” under the Conservation Area Definition.

THRESHOLD FACTOR

Age

Based upon KMA site surveys, City, and Cook County data, seventy-three percent (73%) of the structures in the Amended Area were found to be thirty-five (35) years of age or greater.

OTHER CONSERVATION AREA FACTORS (MUST INCLUDE THREE OR MORE ADDITIONAL FACTORS)

1. Lagging or Declining EAV

Pursuant to the qualifying factors listed in the Act, the total equalized assessed value of proposed RPA has declined for at least three (3) of the last five (5) years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the Consumer Price Index (CPI) for All Urban Consumers published by the United States Department of Labor for at least three (3) of the past five (5) calendar years. The following analysis demonstrates that the RPA has satisfied the criteria, in that it has exhibited declining equalized assessed values for five (5) of the past five (5) that have lagged the balance of the City and has lagged the CPI in three (3) of the past five (5) years as well. Please refer to the table below for further detail.

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<td>2,196,764,349</td>
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<tr>
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<tr>
<td>CPI</td>
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<td>2.10%</td>
<td>1.30%</td>
<td>0.10%</td>
<td>1.60%</td>
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</table>
2. Deterioration of Structures and Site Improvements

Pursuant to the Act, deterioration can be evidenced in major or secondary building defects. For example, such defects include, but are not limited to, deterioration, building components such as windows, porches, fascia, gutters and doors. In addition, deterioration can also be evidenced with respect to surface improvements in defects that include, but are not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and protrusion of weeds through the paved surfaces of roadways, alleys, curbs, sidewalks, off-street parking and surface storage areas.

Deterioration was present in multiple forms in over eighty percent (80%) of the area’s tax parcels. With respect to surface improvements within the Amended Area, deterioration was found to be prevalent in many roadways, driveways and parking lots. Off-street parking areas also evidence deterioration including, but not limited to, surface cracking, potholes, depressions and loose paving materials.

Various degrees of deterioration were identified for the majority of the parcels within the RPA. According to on-site inspections performed by KMA and documented by site surveys and photographic analysis, some of the site improvements and structures contained the following signs of deterioration:

- Cracked and damaged concrete paving surfaces
- Minor deterioration evidenced in exterior trim or facades; and
- Presence of potholes and cracked pavement throughout lots with respect to surface improvements

3. Obsolescence. The Act states that obsolescence is the condition or process of falling into disuse or structures that have become ill-suited for their original use. Due to age of the structures and changes in both City regulations and market conditions, obsolescence would be present. As stated above, 73% of the buildings are over 35 years old. The presence of aging structures as well as decline in valuation contribute to the economic obsolescence of the properties building conditions are unattractive, have dated appearances, and are showing signs of deterioration.

The location of the CVS, the bank facility, and office buildings are not optimally located due to needs for parking and buffering to adjacent uses and/or configuration of parcels for larger redevelopment uses consistent with market conditions.

Challenges related to the age and characteristics of existing building inventory, parking, and traffic circulation all impact existing or proposed uses within the Amended Area.
Single family home uses located north of the Amended Area lack of buffering to adjacent commercial uses.

4. Deleterious Layout. As noted in Section II, a municipality can make a finding of deleterious layout or land use when there exists either (a) incompatible land-use relationships, (b) buildings occupied by inappropriate mixed-uses or uses considered to be noxious, or (c) uses offensive or unsuitable for the surrounding area.

To the extent that public off-street parking does exist in close proximity to businesses, in many cases that parking is situated in positions with limited visual access to potential patrons. Many stores or commercial uses have not been or cannot be re-oriented to where the customers enter within a few feet of where their vehicles may be parked. Parking in a commercial district must be (or perceived as) simple, trouble-free, and safe. In short, people want to park directly in front of where they want to shop or secure a service. Traditional older, urban shopping or community areas typically cannot offer this as readily as today’s modern retail and service malls and this tends to contribute to the problem of deleterious layout and land use.

Certain buildings located along north of Howard Street exhibit lack of off-street parking as well as limited set backs.

The majority of commercial structures have greater land coverage than would be suitable or acceptable for today’s development standards. There exists a higher proportion of the zero lot line parcels more common in the decades prior to construction of modern shopping area. This condition is manifested most significantly in the lack of on-site parking facilities for many of the commercial structures. Lack of on-site parking acts as a detriment to healthy private sector redevelopment efforts.

Merchants and service providers operating in many of the structures are reliant on restricted on-street parking, to serve the needs of patrons. This puts them at a competitive disadvantage with their counterparts located in locations with additional parking.

Another determinant in the deleterious land use and layout relates to the following incompatible land use relationships:

- Ability to manage traffic flow and volumes along Howard Street and ancillary streets.
- Improvements to parking related signage and circulation.
- Integration with adjacent uses.

These issues contribute to the deleterious land use and layout condition.

Another issue contributing to deleterious land use and layout relates to inconsistent building setbacks and land uses.
There remains an ongoing issue with instances of single-family homes and residential on the periphery of the area which are located on sites in close proximity to commercial uses. In most situations, there is little buffer between such land uses.

5. **Lack of Community Planning.** The TIF Act indicates that this factor is present if the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area’s development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

Much of the area (almost 50% of the structures) were developed prior to the City’s adoption of its first comprehensive plan in 1972. Structures were developed prior to the current market conditions that have shifted since the date of their initial construction and market demands have changed in relation to older uses.

The characteristics of age and layout contribute to the presence of land use relationships that demonstrate the lack of community planning.

Much of the area development was largely piece meal in nature due to size of parcels and marketplace conditions at the time of initial development. Current conditions that result include poor traffic circulation, inefficient ingress/egress locations, parcel layouts that do not meet modern development standards, and an imbalance of parking which encourages the design of confusing parking lot layouts which are problematic to both motorists and pedestrians. Furthermore, there is conflict between commercial uses and residential uses over time as evidenced by their close proximity and the lack of buffering between these uses.

This is not to say that improvements did not take place over the years, but that they were implemented without the guidance of an updated and modern master plan directed toward long-term benefit for the Amended Area. A lack of such efforts has contributed to the evolution of factors currently present within the Amended Area.

6. **Inadequate Utilities.** This factor is defined to be present based on “Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated and obsolete or in disrepair; or (iii) lacking within the redevelopment project area.”

The existing water mains and sewer mains are estimated to have been constructed in the 1920s. Water mains are in “poor” condition with sewer mains in “fair” condition per discussions with City staff. Future improvements to both systems are proposed in order to address flow and condition of existing materials. Future redevelopment may also require relocation of utilities depending on location or type of project.
VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to consideration of the Amended Area by the City as a TIF District.

1. The amended and original areas are contiguous and greater than 1½ acres in size.

2. As described herein the Amended Area will qualify as a “conservation area”. Further, the conservation factors present throughout the Amended Area as documented herein, are present to a meaningful extent and are distributed throughout the Amended Area. A more detailed analysis of the qualification findings is outlined in this report.

3. All property in the RPA including the amended and original areas would substantially benefit by the proposed redevelopment project improvements.

4. The sound growth of taxing districts applicable to the area, including the City, has been impaired by the factors found present in the area.

5. The RPA would not be subject to redevelopment without the investment of public funds, including property tax increment.

These findings, in the judgment of KMA, provide the City with sufficient justification to consider the first amendment to the Howard and Ridge TIF District. There is a need to focus redevelopment efforts relating to business attraction and expansion, and mixed-use development in order to improve and preserve the existing tax base and to contribute to the vibrancy of the wider Howard Street area.
EXHIBIT 1

AMENDED TIF BOUNDARY MAP
EXHIBIT 2

AMENDED TIF PARCELS

10252260240000
10252260250000
10252260260000
10252260440000
10252260450000
10252260460000
10252260470000
10252260480000
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11301220280000
11301220290000
11301220300000
11301220310000
11301220320000
11301220360000
11301220370000
11301220420000
11301220430000
CITY OF EVANSTON
HOWARD AND RIDGE TIF DISTRICT
REDEVELOPMENT PLAN AND PROJECT NO. 5

Jointly Prepared By:
City of Evanston, Illinois
And
Kane, McKenna and Associates, Inc.

JANUARY, 2004
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Introduction</td>
<td>1</td>
</tr>
<tr>
<td>II. Redevelopment Project Area Legal Description</td>
<td>6</td>
</tr>
<tr>
<td>III. Redevelopment Project Area Goals and Objectives</td>
<td>7</td>
</tr>
<tr>
<td>IV. Evidence of the Lack of Development and Growth within RPA and Assessment of Fiscal Impact on Affected Taxing Districts</td>
<td>9</td>
</tr>
<tr>
<td>A. Evidence of the Lack of Development and Growth Within the Redevelopment Project Area</td>
<td>9</td>
</tr>
<tr>
<td>B. Assessment of Fiscal Impact on Affected Taxing Districts</td>
<td>10</td>
</tr>
<tr>
<td>V. TIF Qualification Factors Existing in the Redevelopment Project Area</td>
<td>11</td>
</tr>
<tr>
<td>VI. Redevelopment Project</td>
<td>12</td>
</tr>
<tr>
<td>A. Redevelopment Plan and Project Objectives</td>
<td>12</td>
</tr>
<tr>
<td>B. Redevelopment Activities</td>
<td>13</td>
</tr>
<tr>
<td>C. General Land Use Plan</td>
<td>14</td>
</tr>
<tr>
<td>D. Additional Design and Control Standards for Community Development</td>
<td>14</td>
</tr>
<tr>
<td>E. Estimated Redevelopment Project Costs</td>
<td>14</td>
</tr>
<tr>
<td>F. Sources of Funds to Pay Redevelopment Project Costs</td>
<td>14</td>
</tr>
<tr>
<td>G. Nature and Term of Obligations to be Issued</td>
<td>20</td>
</tr>
<tr>
<td>H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area</td>
<td>21</td>
</tr>
<tr>
<td>I. Anticipated Equalized Assessed Valuation (EAV)</td>
<td>21</td>
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</tbody>
</table>
TABLE OF CONTENTS ... Continued

<table>
<thead>
<tr>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>VII. Description and Scheduling of Redevelopment Project</td>
<td>22</td>
</tr>
<tr>
<td>A. Redevelopment Project</td>
<td>22</td>
</tr>
<tr>
<td>B. Commitment to Fair Employment Practices and Affirmative Action</td>
<td>23</td>
</tr>
<tr>
<td>C. Completion of Redevelopment Project and Retirement Of Obligations to Finance Redevelopment Costs</td>
<td>24</td>
</tr>
<tr>
<td>VIII. Provisions for Amending the Tax Increment Plan</td>
<td>25</td>
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</table>

LIST OF EXHIBITS

<table>
<thead>
<tr>
<th>EXHIBITS</th>
<th></th>
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<tbody>
<tr>
<td>Exhibit 1</td>
<td>Legal Description</td>
</tr>
<tr>
<td>Exhibit 2</td>
<td>Boundary Map</td>
</tr>
<tr>
<td>Exhibit 3</td>
<td>Existing Land Use Map</td>
</tr>
<tr>
<td>Exhibit 4</td>
<td>Proposed Land Use Map</td>
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<tr>
<td>Exhibit 5</td>
<td>TIF Qualification/Designation Report</td>
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I. INTRODUCTION

The Redevelopment Project Area (the "RPA") RPA is generally bounded on the north by various parcels that front Howard Street and Chicago Avenue, on the east by the City of Evanston's (the "City") boundaries and the Chicago Transit Authority (CTA) Red Line, on the south by City boundaries and on the west by Ridge Avenue. The RPA contains mixed residential uses, retail/commercial properties and institutional uses.

The RPA suffers from deficiencies related to inadequate utilities, deleterious layout, excessive vacancies, lack of community planning, obsolescence and deterioration. The RPA also suffers from a lag in equalized assessed valuation (EAV). The rate of growth in property values within the RPA has increased at a rate that is less than the balance of the City's overall growth for five (5) of the last five (5) tax years.

The area consists of approximately sixty-one (61) tax parcels and thirty (30) structures. Over eighty percent (80%) of the buildings are thirty-five (35) years old or greater.

The present condition of the RPA can be characterized as having been influenced by the prominence of Howard Street as the main business strip that services the RPA and the large number of residential units that lie north of the RPA. The neighborhood population, rich in culture, economic and racial diversity, relies on the Howard Street Corridor as a main source of various services. The City has targeted this area, also known as the Southeast Evanston neighborhood planning area, as one that has opportunity for coordinated redevelopment.

While the RPA, as well as the neighboring area, exhibits promising attributes for redevelopment, lot depth and the presence of single purpose buildings limit the availability of land for coordinated redevelopment.

From a City economic development perspective, the RPA and the neighboring residential neighborhood represents a significant potential for development. The City has identified a number of goals and objectives for area development, primarily focusing on public safety, infrastructure improvements, recreational improvements and improved neighborhood perception. The RPA's sewer and water main systems are in need of upgrades. The designation of the area as an RPA would assist the City in accomplishing its objectives related to area improvements.

The City wishes to coordinate any new commercial, residential and retail use development within the RPA and ensure that development occurs within the guidelines of the City's comprehensive plan.
The RPA has diminished over the years in attractiveness for redevelopment, due to the age of its structures and related obsolescence and deleterious layout. Other sources of potential concern regarding the RPA include parking and loading/unloading limitations, the lack of available, attractive land, buffering to adjacent uses and underutilized lots. These factors taken in combination tend to limit the opportunities for reuse of the RPA.

The RPA is suitable for redevelopment for mixed uses including commercial, retail and residential. The City has undertaken an initiative, through the designation of the RPA, to redevelop strategic areas within the City and, in doing so, stabilizing and expanding benefits to the community and affected taxing districts.
The Redevelopment Plan

The City recognizes the need for implementation of a strategy to revitalize existing properties within the boundaries of the RPA and to stimulate and enhance private development within the RPA. The needed private investment in the RPA may only be possible if tax increment financing (TIF) is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act (the “Act”) Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq., as amended. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts, which encompass the area in the form of a significantly expanded tax base.

The designation of the area as a Redevelopment Project Area will allow the City to address area deficiencies including (but not limited to):

- Establishing a pattern of land-use activities that will increase efficiency and economic relationships, especially as such uses complement adjacent residential, retail and other City redevelopments;

- Entering into redevelopment agreements in order to include the redevelopment of underutilized property and/or to induce new development to locate within the RPA.

- Improving area appearance through rehabilitation and signage programs; and

- Coordinating land assembly in order to provide sites for more modern redevelopment plans.
A map of the RPA boundaries is included in Exhibit 2 and is a part of this Redevelopment Plan and Project. The area on the whole would not reasonably be anticipated to be developed in a coordinated manner without the adoption of a Redevelopment Plan and Project. The City, with the assistance of Kane, McKenna and Associates, Inc. has prepared this Redevelopment Plan and Project to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will set the stage for the redevelopment of the area with private capital. This in turn will lead to operation of viable mixed-use residential and commercial uses within the area.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements that are substantially benefited by the redevelopment project. Also pursuant to the Act, the RPA is not less than 1½ acres in size.

Through this Redevelopment Plan and Project, the City will serve as the central force for marshalling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit those taxing districts that encompass the RPA. Benefits will be in the form of a stabilized and expanded tax base, the creation of new businesses and the creation of new employment opportunities within the City as a result of new private development in the area.

Summary

It is found and declared by the City, through legislative actions as required by the Act, that in order to promote and protect the health, safety, and welfare of the public, that certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken; and, to alleviate the existing adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas. Public/private partnerships are determined to be necessary in order to achieve development goals. Without the development focus and resources provided under the Act, the development goals of the municipality would not reasonably be expected to be achieved.
It is found and declared by the City that the use of incremental tax revenues derived from the tax rates of various taxing districts in the Redevelopment Project Area for the payment of redevelopment project costs is of benefit to said taxing districts. This is because these taxing districts whose jurisdictions include in the Redevelopment Project Area would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment.

The redevelopment activities that will take place along the RPA will produce benefits that are reasonably distributed throughout the area. Redevelopment of the RPA is tenable only if a portion of the improvements and other costs are funded by utilizing tax increment financing.

It is further found, and certified by the City, in connection to the process required for the adoption of this Plan and Project pursuant to 65 ILSC Section 5/11-74.4.3(n)(5) of the Act, that this Plan and Project will not result in the displacement of 10 or more inhabited residential units and there are less than seventy-five (75) inhabited residential units within the RPA. Therefore, this Plan and Project does not include a housing impact study as would otherwise be required. The City will amend this Plan and Project (and the RPA) and provide a housing impact study in the manner prescribed by the Act should the City determine a need to withdraw such certification at a future time. In the event that any residential units are to be displaced (under 10 inhabited units), the City will determine if residents are very low or low-income residents. If the residents are very low or low income, the City shall conform to federal relocation standards for the very low or low-income residents, if applicable.
II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Exhibit 1.
III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

The following goals and objectives are presented for the RPA in accordance with the City’s Zoning Ordinance and the comprehensive planning process. The Redevelopment Plan and Project also conforms to the City’s comprehensive planning process.

General Goals of the City

1) To limit the effects of piecemeal development by encouraging unified, cohesive development.

2) To limit the impact of any redevelopment uses on adjacent residential uses by providing adequate buffering.

3) To develop a strong and positive image and appearance which establishes a unified image and sense of place; and which reinforces and supports residential activity along the RPA.

4) To identify preferred land uses within the RPA

5) Identify appropriate tools for implementation of economic redevelopment.

6) Enhance the current infrastructure and associated utilities.
Specific Objectives for the RPA

1) Encourage redevelopment of existing structures where appropriate.

2) Encourage existing uses to comply as much as possible with the requirements of the City Zoning Ordinance.

3) Encourage compatible, well-designed development in the RPA with an emphasis on quality site design and building orientation, and site improvements.

4) Provide an attractive environment for those pedestrians and shoppers along Howard Street.

5) Improve infrastructure and related services.

6) Encourage new redevelopment for underutilized properties.

Redevelopment Objectives

The RPA designation will allow the City to:

a) Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal;

b) Reduce or eliminate negative factors present within the area;

c) Accomplish redevelopment over a reasonable time period;

d) Provide for high-quality development within the RPA;

e) Provide for an attractive overall appearance of the area; and

f) Assist existing viable businesses.

The implementation of the Redevelopment Project will serve to improve the physical appearance of the RPA and contribute to the economic development of the area. The implementation of the RPA will provide new employment opportunities for community residents.
IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH WITHIN THE RPA AND ASSESSMENT OF FISCAL IMPACT ON AFFECTED TAXING DISTRICTS

A. Evidence of the Lack of Development and Growth Within the RPA

As found in Exhibit 5 of this Plan, the RPA has suffered from the lack of coordinated development, older building stock, and the lack of community planning. The area has not, over recent years, benefited from significant private investment and/or development.

The lack of coordinated private investment at various points in time has led to the stagnation of equalized assessed valuation (EAV) for the area. The increase of the EAV for the RPA in comparison to the City as a whole over the last five (5) years is reflected below.

### The RPA EAV

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<tr>
<th>Assessment Year</th>
<th>Equalized Assessed Valuation</th>
<th>%increase (decrease) over previous year</th>
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<tr>
<td>2002</td>
<td>$5,980,279</td>
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<tr>
<td>2001*</td>
<td>$5,803,313</td>
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<tr>
<td>2000</td>
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<td>1999</td>
<td>$5,193,866</td>
<td>2.15%</td>
</tr>
<tr>
<td>1998*</td>
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<tr>
<td>1997</td>
<td>$4,790,997</td>
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The increase in EAV for the balance of the City over the past five (5) years is reflected below.

### Balance of City of Evanston EAV

<table>
<thead>
<tr>
<th>Assessment Year</th>
<th>Equalized Assessed Valuation</th>
<th>%increase (decrease) over previous year</th>
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<tr>
<td>2002</td>
<td>$1,731,563,625</td>
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<tr>
<td>1997</td>
<td>$1,143,813,620</td>
<td>--</td>
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</tbody>
</table>

Source: Cook County Assessor's Office

* Reassessment Year.
The City believes that there is no evidence that the RPA's lack of growth will abate without inducement of private investment by the City through an active economic development program.

B. **Assessment of Fiscal Impact on Affected Taxing Districts**

It is anticipated that the implementation of this Redevelopment Plan and Project will have a minimal financial impact on the affected taxing districts. In fact, the action taken by the City to stabilize and encourage growth of its tax base through the implementation of this Redevelopment Plan and Project will have a positive impact on the affected taxing districts by arresting inflation adjusted declines in assessed valuations.

Though strategies will be encouraged to promote growth via private investment within the area, specific objectives are geared to stabilize the RPA's existing strengths and revitalize the RPA's redevelopment potential. Should the City achieve success in attracting private investment which does result in the need for documented increased services from any taxing districts, the City will consider the declaration of sufficient surplus funds (as long as those funds are not already obligated to the TIF), to assist affected taxing districts in paying the costs for the increased services.

Any surplus Special Tax Allocation Funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the City, after all TIF eligible costs either expended or incurred as an obligation by the City have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the City as provided by the Act. The exception to this provision will be to the extent that the City utilizes TIF funding to assist in the redevelopment of residential units. In such cases, the City will provide for the costs incurred by eligible school districts in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the Act.
V. TIF QUALIFICATION FACTORS EXISTING IN THE REDEVELOPMENT PROJECT AREA

Findings

The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF district under Illinois law. Refer to the TIF Qualification/Designation Report, (Exhibit 5) which is attached as part of this plan.

Eligibility Survey

The RPA was evaluated in February and March of 2003 and again in September of 2003 by representatives of Kane, McKenna and Associates, Inc., (KMA). Analysis was aided by certain reports obtained from the City, interviews with City staff, photographs and other sources. In KMA's evaluation, only information was recorded which would directly aid in the determination of eligibility for a TIF district.
VI. REDEVELOPMENT PROJECT

A. Redevelopment Plan and Project Objectives

The City proposes to realize its goals and objectives of encouraging the development of the RPA and encouraging private investment through public finance techniques including, but not limited to, Tax Increment Financing:

1) By implementing a plan that provides the redevelopment of existing properties and underutilized sites that are available within the RPA for primarily residential and mixed uses.

2) By constructing public improvements which may include (if necessary):
   
i. Roadway and sidewalk improvements (including reducing oversized driveways, improving pedestrian railroad crossing and limiting business activity near pedestrian areas)
   ii. Utility improvements (including, but not limited to, the burying of overhead utility lines)
   iii. Signalization, traffic control and lighting
   iv. Off-street parking (if applicable)
   v. Landscaping, streetscaping and beautification (including the coordination of signage, facade, and parking improvements)

3) By entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of interest rate subsidy as allowed under the Act.

4) By providing for land acquisition, site preparation, clearance, and demolition, including grading and excavation.

5) By the redevelopment of existing building inventory through necessary rehabilitation and improvement of structures.

6) Exploration and review of job training programs in coordination with any City, federal, state, and county programs.
B. Redevelopment Activities

Pursuant to the foregoing objectives, the City will implement a coordinated program of actions, including, but not limited to, acquisition, site preparation, clearance, demolition, provision of public infrastructure and related public improvements, and rehabilitation of structures, if necessary.

Site Preparation, Clearance, and Demolition

Property within the RPA may be acquired and improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Land Assembly and Relocation

Certain properties in the RPA may be acquired, assembled and reconfigured into appropriate redevelopment sites. The City may also undertake relocation activities.

Public Improvements

The City may, but is not required to provide, public improvements in the RPA to enhance the immediate area and support the Redevelopment Plan and Project. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as sanitary and storm sewer systems;
- Street and right-of-way improvements; and
- Beautification, identification makers, landscaping, lighting, and signage of public right-of-ways.

Rehabilitation

The City may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to City code provisions. Improvements may include exterior and façade related work as well as interior related work.

Interest Rate Write-Down

The City may enter into agreements with owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on an annual basis out of the Special Tax Allocation fund of the RPA, in accordance with the Act.
Job Training

The City may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs;
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

C. **General Land Use Plan**

Existing land use generally consists of a mix of retail, commercial and residential uses. Existing land uses are shown in Exhibit 3, attached hereto and made a part of this Plan. Exhibit 4, attached hereto and made a part of this Plan designates intended general land uses in the Redevelopment Project Area that continue to include mixed use, retail, commercial and residential. The land uses will conform to the Zoning Ordinance and the Comprehensive Plan of the City as either may be amended from time to time.

D. **Additional Design and Control Standards for Community Development**

The appropriate design controls, as set forth in the City’s Zoning Ordinance shall apply to the RPA.

E. **Estimated Redevelopment Project Costs**

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the TIF statute, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement "Redevelopment Project Costs", are expected to substantially exceed such redevelopment project costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:
1. Costs of studies and survey, development of plans and specification, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, "redevelopment project costs" shall not include lobbying expenses;

2. Property assembly costs, including, but not limited to, acquisition of land and other property, real or persona, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

3. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;

4. Costs of rehabilitation of public works or improvements;

5. Costs of job training and retraining projects including the costs of "welfare to work" programs implemented by businesses located within the redevelopment project area;

6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

9. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code.

10. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

   a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;

   b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;

   c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund; and
d) the total of such interest payments paid pursuant to this Act may not exceed 30% of the (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.

11. Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be eligible redevelopment project costs.

12. For redevelopment project area designated (or development project areas amended to add or increase the number of tax increment financing assisted housing units) on or after November 1, 1999, an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:

For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than $5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

(i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;

(ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
(iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.

b) Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects.

Estimated costs are shown in the next section. Adjustments to these cost items may be made without amendment to the Redevelopment Plan.
CITY OF EVANSTON
RPA REDEVELOPMENT PROJECT
ESTIMATED PROJECT COSTS

Program Actions/Improvements                         Estimated Costs (A)
1. Land Acquisition and Assembly Costs, Demolition,
   Site Preparation, Environmental Cleanup
   and Related Costs                           $  2,000,000
2. Utility Improvements including, but not limited to,
   water, storm, sanitary sewer, the service of
   public facilities, and road improvements     $  1,500,000
3. Streetscape, landscape, sidewalks curbs and
   gutters, signage, streetlights, traffic and related
   public improvements                         $   200,000
4. Public facilities, including parking            $  1,000,000
5. Facade Design/Rehabilitation Program            $   250,000
6. Planning, Legal, Engineering, Administrative and
   Other Professional Service Costs             $   500,000
7. Interest Costs Pursuant to the Act              $   500,000
8. Job Training                                    $   200,000
9. School Tuition Costs Pursuant to the Act        $  1,800,000
TOTAL ESTIMATED                                    $  7,950,000

(A) All project cost estimates are in year 2003 dollars. In addition to the above stated costs, any bonds issued to finance a phase of the Project may include an amount sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as to provide for capitalized interest and reasonably required reserves. Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the total amount of payment for Eligible Redevelopment Project Costs shall not exceed the overall budget amount outlined above. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.
F. Sources of Funds to Pay Redevelopment Project Costs Eligible Under Illinois TIF Statute

Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from property tax increment revenues, proceeds from municipal obligations to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project.

“Redevelopment Project Costs” specifically contemplate those eligible costs set forth in the Act and do not contemplate the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed, and TIF or other public sources are to be used, subject to approval by the City Council, only to leverage and commit private redevelopment activity.

The tax increment revenues which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2002 tax year for the RPA. Tax increment revenues from contiguous RPAs may also be utilized by the City and tax increment revenues from the RPA may also be utilized in contiguous RPAs.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the City may from time to time deem appropriate.

The Redevelopment Project Area would not reasonably be expected to be developed in a coordinated manner without the use of the incremental revenues provided by the Act.

G. Nature and Term of Obligations to be Issued

The City may issue obligations secured by the tax increment Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the City by virtue of its powers pursuant to the Illinois State Constitution.
Any and/or all obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years from the date of adoption of the ordinance approving the Redevelopment Project Area. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the City may determine.

H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

The most recent estimate of equalized assessed valuation (EAV) for 2002 of the property within the RPA is approximately $5,980,279 for the RPA. The Boundary Map, Exhibit 2, shows the location of the RPA.

I. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Project Area over a twenty-three (23) year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Project Area will be approximately $21,500,000.
VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

A. Redevelopment Project

An implementation strategy will be employed with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken including several projects.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses are conformant with City zoning and planning requirements. Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site.

Demolition and Site Preparation: Certain properties may be demolished in the RPA in order to redevelop the site.

Landscaping/Buffering/Streetscaping: The City may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention ponds may also be undertaken by the City.

Roadway/Street/Parking Improvements: Widening of existing road improvements and/or vacation of roads may be undertaken by the City. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Parking facilities may be constructed that would be available to the general public.

Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Traffic Control/Signalization: Traffic control or signalization improvements that improve access within the RPA and enhance its redevelopment may be constructed.

Rehabilitation: The City may assist in the rehabilitation of public or private improvements as provided for in the Act.
Public Safety Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.

Interest Costs Coverage: The City may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

Professional Services: The City may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The City may reimburse itself from annual tax increment revenue if available.

B. Commitment to Fair Employment Practices and Affirmative Action

As part of any Redevelopment Agreement entered into by the City and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the City. The program will conform to the most recent City policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices, which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The City and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.
Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment costs

This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) calendar years after the adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year in which the ordinance approving the RPA is adopted.
VIII. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.
EXHIBIT 1

LEGAL DESCRIPTION
LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND THE WESTERLY RIGHT OF WAY LINE OF RIDGE AVENUE EXTENDED SOUTHERLY TO SAID SOUTH LINE; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF LOT 1 IN GRANT AND GRANT'S HOWARD RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1927 AS DOCUMENT NO. 9884598; THENCE EASTERLY ALONG A STRAIGHT LINE TO THE NORTHWESTERLY CORNER OF LOT 15 IN BLOCK 7 OF BRUMMEL AND CASE HOWARD TERMINAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1916 AS TORRENS DOCUMENT NO. 56151, SAID NORTHWESTERLY CORNER BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID RIDGE AVENUE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15 AND LOTS 16 THRU 31 OF SAID BLOCK 7, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 31; THENCE EASTERLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 8 OF SAID BRUMMEL AND CASE HOWARD TERMINAL SUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 19 AND LOTS 20 THRU 24 OF SAID BLOCK 8, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 24, SAID NORTHEAST CORNER ALSO BEING THE NORTHWEST CORNER OF ZEISEL'S CONSOLIDATION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1972 AS TORRENS DOCUMENT NO. 2655165; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY LINE OF SAID ZEISEL'S CONSOLIDATION TO THE NORTHEAST CORNER OF SAID ZEISEL'S CONSOLIDATION, SAID NORTHEAST CORNER BEING A POINT ON THE NORTHEAST CORNER OF LOT 28 IN SAID BLOCK 8; THENCE CONTINUING EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 28 AND LOTS 29 THRU 41 OF SAID BLOCK 8 INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 41; THENCE EASTERLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 1 OF NILES HOWARD TERMINAL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1916 AS DOCUMENT NO. 5829212; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND LOTS 2 THRU 9 OF SAID BLOCK 1, INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE EASTERLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF SAID NILES HOWARD TERMINAL SUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINE, OF SAID LOT 1 AND LOTS 2 THRU 9 OF SAID BLOCK 2,
INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE EASTERNLY ALONG A STRAIGHT LINE, TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 3 OF SAID NILES HOWARD TERMINAL ADDITION; THENCE EASTERNLY ALONG THE NORTHERLY LINE, OF SAID LOT 1 AND LOTS 2 THRU 7 OF SAID BLOCK 3 INCLUSIVE, TO THE NORTHEAST CORNER OF SAID LOT 7, SAID NORTHEAST CORNER BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOWARD STREET; THENCE EASTERNLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF SAID CHICAGO AND NORTH WESTERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID EASTERN RIGHT OF WAY LINE, TO A POINT ON THE NORTH LINE OF THE SOUTH 6.25 CHAINS OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE EASTERNLY ALONG SAID NORTHERLY LINE, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CHICAGO AVENUE (A.K.A. CLARK STREET); THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, TO A POINT ON A LINE BEING 134 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE EASTERNLY ALONG SAID PARALLEL LINE, TO A POINT ON THE WEST RIGHT OF WAY LINE OF A PUBLIC ALLEY, SAID POINT BEING 109.77 EAST OF THE EASTERNLY RIGHT OF WAY LINE OF SAID CHICAGO AVENUE, AS MEASURED ALONG SAID PARALLEL LINE ACCORDING TO DOCUMENT NO. 98338790, RECORDED APRIL 28, 1998; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO A POINT ON A LINE BEING 118 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE EASTERNLY ALONG SAID PARALLEL LINE, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE WESTERNLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE CONTINUING WESTERNLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TIF NO: 5 RPA—TOTAL AREA = 9.931 ACRES. +/−
EXHIBIT 2

BOUNDARY MAP
EXHIBIT 3
EXISTING LAND USE MAP
EXHIBIT 4

PROPOSED LAND USE MAP
EXHIBIT 5

TIF QUALIFICATION/DESIGNATION REPORT
CITY OF EVANSTON
PRELIMINARY QUALIFICATION/DESIGNATION REPORT
PROPOSED HOWARD AND RIDGE TIF DISTRICT (TIF NO. 5)

A study to determine whether a certain area located in the City of Evanston qualifies as a conservation area as set forth in the definition in the Tax Increment Allocation Redevelopment Act of 65 ILCS Section 5/11-74.4-1, et seq. of the Illinois Compiled Statutes as amended (the “TIF Act”).

Prepared For: City of Evanston, Illinois

Prepared By: Kane, McKenna and Associates, Inc.

September, 2003
CITY OF EVANSTON  
PRELIMINARY QUALIFICATION REPORT  
PROPOSED HOWARD AND RIDGE TIF DISTRICT (TIF NO. 5)  

TABLE OF CONTENTS  

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Introduction and Background</td>
<td>1</td>
</tr>
<tr>
<td>II.</td>
<td>Qualification Criteria Used</td>
<td>3</td>
</tr>
<tr>
<td>III.</td>
<td>The Proposed RPA</td>
<td>7</td>
</tr>
<tr>
<td>IV.</td>
<td>Methodology of Evaluation</td>
<td>8</td>
</tr>
<tr>
<td>V.</td>
<td>Qualification of Proposed RPA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Findings of Eligibility</td>
<td>9</td>
</tr>
<tr>
<td>VI.</td>
<td>Summary of Findings and Overall Assessment of Qualification</td>
<td>13</td>
</tr>
</tbody>
</table>

MAP  

Proposed RPA Boundary Map
1. **INTRODUCTION AND BACKGROUND**

In the context of planning for a Proposed Evanston Redevelopment Project Area (RPA), the City of Evanston (the “City”) has initiated action related to the study of the Proposed Redevelopment Area (the “Proposed RPA”) in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing (“TIF”) District. Kane, McKenna and Associates, Inc. (“KMA”), in accordance with such directives, has agreed to undertake the study of the area.

The Proposed RPA is generally bounded on the north by various parcels that front Howard Street and Chicago Avenue, on the east by the City’s boundaries and the Chicago Transit Authority (CTA) Red Line, on the south by City boundaries and on the west by Ridge Avenue. The Proposed RPA contains mixed residential uses, retail/commercial properties and institutional uses.

The Proposed RPA suffers from deficiencies related to inadequate utilities, deleterious layout, excessive vacancies, lack of community planning, obsolescence and deterioration. The equalized assessed valuation (EAV) in the proposed RPA has increased at an annual rate that is less than the balance of the City EAV for five (5) of the last five (5) years.

The area consists of approximately sixty-one (61) tax parcels and twenty-eight (28) structures. Eighty-five percent (85%) of the buildings are thirty-five (35) years old or greater.

The present condition of the Proposed RPA can be characterized as having been influenced by the prominence of Howard Street as the main business strip that services the Proposed RPA and the large number of residential units that lie north of the proposed RPA. The neighborhood population, rich in culture, economic and racial diversity, relies on the Howard Street Corridor as a main source of various services. The City has targeted this area, also known as the Southeast Evanston neighborhood planning area, as one that has opportunity for coordinated redevelopment.

While the Proposed RPA, as well as the neighboring area, exhibits promising attributes for redevelopment, lot depth and the presence of single purpose buildings limit the availability of land for coordinated development.
From a City economic development perspective, the Proposed RPA and the neighboring residential neighborhood represents a significant potential for redevelopment. The City has identified a number of goals and objectives for area development, primarily focusing on public safety, infrastructure improvements, recreational improvements and improved neighborhood perception. The Proposed RPA’s sewer and water main system are in need of upgrades. The designation of the area as an RPA would assist the City in accomplishing its objectives related to area improvements.

The City wishes to coordinate any new commercial, residential and retail use development within the Proposed RPA and ensure that development occurs within the guidelines of the City’s comprehensive plan.

The qualification factors discussed with this Report qualify the area described below as a “conservation area”, as such term is hereinafter defined pursuant to the TIF Act.

The City has reviewed the Proposed RPA for possible redevelopment for a period of time. In planning for this potential development, the City has conducted a review of possible land uses for the area. A key goal of the City is to promote the development of underutilized sites and to encourage the redevelopment or renovation of the existing improved sites in order to improve the area’s tax base.

There are currently numerous uses within the Proposed RPA. Because of this, it will be difficult to develop the area in a coordinated manner. It has been determined that in order to encourage redevelopment in the area, the City must encourage redevelopment efforts, improve the existing infrastructure within the area, enforce City zoning codes and encourage property maintenance by tenants and landlords alike.

The creation and utilization of a TIF redevelopment plan is being investigated by the City to help provide the assistance required to address conditions that are detrimental to successful redevelopment of the Proposed RPA.
II. QUALIFICATION CRITERIA USED

With the assistance of City staff, Kane, McKenna and Associates, Inc. examined the Proposed RPA in February and March of 2003 and again in September of 2003, and reviewed information collected for the area to determine the presence or absence of appropriate qualifying factors listed in the Illinois "Real Property Tax Increment Allocation Act" (hereinafter referred to as "the Act") Ch. 65 ILCS Section 5/11-74.4-1 et. seq. of the Illinois Compiled Statutes, as amended. The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a redevelopment project area. By definition, a "Redevelopment Project Area" is:

"an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted area and conservation area."

Conservation Area

The Act defines a "conservation area" as follows:

"Conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors may be considered as a "conservation area":

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures become ill-suited for the original use.
(C) **Deterioration:** With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) **Presence of Structures Below Minimum Code Standards:** All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) **Illegal Use of Individual Structures:** The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) **Excessive Vacancies:** The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) **Lack of Ventilation, Light, or Sanitary Facilities:** The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) **Inadequate Utilities:** Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the redevelopment project area.
(I) **Excessive Land Coverage and Overcrowding of Structures and Community Facilities:** The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) **Deleterious Land-Use or Layout:** The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) **Environmental Clean-Up:** The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) **Lack of Community Planning:** The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.
(M) The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.
III. THE PROPOSED RPA

The Proposed RPA consists of approximately sixty-one (61) tax parcels and twenty-eight (28) structures. Land uses are mixed. Second story residential uses are interspersed with predominantly retail, commercial and institutional uses. Some of these parcels include vacant lots or minor site improvements (parking lots).
IV. METHODOLOGY OF EVALUATION

In evaluating the Proposed RPA's potential qualification as a TIF District, the following methodology was utilized:

1) Site surveys of the Proposed RPA were undertaken by representatives from Kane, McKenna and Associates, Inc. Site surveys were completed for all parcels located within the proposed area.

2) Exterior evaluation of structures, noting deterioration or dilapidation, as well as vacancies or possible code violations, was completed by KMA with City staff assistance.

3) The area was studied in relation to review of available planning reports, City ordinances, land surveys, local history, and an evaluation of area-wide factors that have affected the area's development (e.g., lack of community planning, obsolescence, deleterious layout, etc.). Kane, McKenna reviewed the area in its entirety. City redevelopment goals and objectives for the area have also been reviewed.

4) Existing structures and site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, criteria factors of specific structures and site conditions on the parcels.

5) The Proposed RPA was examined to assess the applicability of the different factors required for qualification for TIF designation under the Act. Evaluation was made by reviewing the information and determining how each measured when evaluated against the relevant factors. The Proposed RPA was examined to determine the applicability of the conservation or blighted factors for qualification for TIF designation under this statute.
V. QUALIFICATION OF PROPOSED RPA/FINDINGS OF ELIGIBILITY

As a result of KMA's evaluation of each parcel in the Proposed RPA, and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the Proposed RPA as a "conservation" area.

THRESHOLD FACTOR

1) Age

Based upon site surveys, City data and Cook County data, eighty-five percent (85%) of the structures were found to be thirty-five (35) years of age or greater.

OTHER CONSERVATION AREA FACTORS (MUST INCLUDE THREE OR MORE ADDITIONAL FACTORS)

2) Inadequate Utilities

Inadequate utilities can be defined as underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers and water lines that are shown to be inadequate. Inadequate utilities are those that are deteriorated and have insufficient capacity to serve, and are lacking within the redevelopment project area.

Based upon data provided by the City, sections of the sanitary sewer are considered undersized for the area’s redevelopment. The existing water mains are also considered inadequate. In order to accommodate new uses, significant upgrades and improvements will need to be made to the existing public improvements, including paving and drainage along several alleys.

3) Deleterious Land Use

Deleterious land use (or layout) is defined as the existence of incompatible land use relationships, buildings occupied by inappropriate mixed-uses, or uses unsuitable for the surrounding area.
The Proposed RPA has been developed in piecemeal fashion from the 1930's through the 1970's. As such, incompatible land uses and inappropriate mixed uses are found throughout the area. Many of the area's retail and commercial uses lack parking and modern loading provisions. The City has established parking limitations along Howard Street, thus limiting the number of available parking spaces. Considerations of adequate building setbacks, landscape buffering between uses, the need for adequate loading and unloading and sufficient parking were not considerations when the greater majority of the Proposed RPA was developed.

4) Lack of Community Planning

An area suffers from a lack of community planning if the area was developed prior to or without the benefit of a community plan.

The lack of community planning has contributed to area-wide obsolescence, deleterious layout and inadequate utilities. The last update to the comprehensive plan was adopted in 1956, after the majority of the Proposed RPA was constructed. Thus, in general the Proposed RPA was permitted to develop without the benefit of suitable and consistent development standards. The majority of the structures are 50 to 70 years old. Additional coordination will be required between existing uses and any proposed redevelopments.

5) Excessive Vacancies

Excessive vacancies can be defined as the presence of buildings that are unoccupied or underutilized and that represent and adverse influence on the area because of the frequency, extent or duration of the vacancies.

Many of the storefront retail/commercial uses exhibit vacancies. When the number of storefronts and/or stand alone uses are combined, approximately eighteen percent (18%) of the area's uses are vacant within the Proposed RPA as a whole. Typically, retail/commercial vacancy levels are in the range of 5% to 10%. The combination of vacant space and the underutilization of street-front frontage contribute to a less favorable market perception. In addition, area residents are not optimally served by uses that could occupy available space.
6) **Equalized Assessed Valuation (EAV) Analysis**

The EAV of the Proposed RPA has grown at a rate slower than the balance of the City for more than five (5) of the last five (5) calendar years (refer to chart below).

<table>
<thead>
<tr>
<th>Year</th>
<th>Proposed RPA EAV (2)</th>
<th>Percent Change</th>
<th>Balance of City EAV (1)</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>$5,980,279</td>
<td>3.05%</td>
<td>$1,731,563,625</td>
<td>7.55%</td>
</tr>
<tr>
<td>2001*</td>
<td>$5,803,313</td>
<td>15.22%</td>
<td>$1,610,035,864</td>
<td>25.64%</td>
</tr>
<tr>
<td>2000</td>
<td>$5,036,556</td>
<td>-3.03%</td>
<td>$1,281,423,249</td>
<td>-1.06%</td>
</tr>
<tr>
<td>1999</td>
<td>$5,193,866</td>
<td>2.15%</td>
<td>$1,295,178,336</td>
<td>3.46%</td>
</tr>
<tr>
<td>1998</td>
<td>$5,084,332</td>
<td>6.12%</td>
<td>$1,251,911,852</td>
<td>9.45%</td>
</tr>
<tr>
<td>1997</td>
<td>$4,790,997</td>
<td>--</td>
<td>$1,143,813,620</td>
<td>--</td>
</tr>
</tbody>
</table>

(1) Less: Proposed RPA EAV.
(2) The RPA was reassessed in 2001 and the reassessment accounts for the majority of the growth.

* Reassessment year

Source: Cook County Assessor's Office.

7) **Obsolescence**

Obsolescence is defined as the condition or process of falling into disuse. This can also be defined as a structure(s) that has become ill-suited for its original use. Sixty percent (60%) of the parcels in the area exhibit obsolescence.

Based upon poor layout and orientation as related to the structure's close proximity to Howard Street, many of the structures have an inadequate number of parking spaces and loading provisions for their size and use. The area also contains several structures that have evolved into retro-fitted uses that require more intensive building size and infrastructure other than their original purposes. Additionally, building setbacks and lot depth are lacking in several sections of the RPA when compared to standards required for real estate development allowances. As stated above, approximately eighty-five percent (85%) of the structures are 35 years old or greater. A substantial number of these structures exhibit design features or building conditions that will require conversion or renovation for modern, functional and economic uses (e.g. ADA compliance, fire codes, buffering to adjacent uses, etc.).
8) **Deterioration of Structures and Site Improvements**

Pursuant to the Act, deterioration can be evidenced in major or secondary building defects. For example, such defects include, but are not limited to, defects in building components such as windows, porches, gutters and doors.

With respect to surface improvements, deterioration was found related to roadways, driveways, walkways and curbs. Off-street parking areas evidence deterioration, including, but not limited to, surface cracking, potholes, depressions and loose paving materials.

Various degrees of deterioration were identified for approximately fifty percent (50%) of the parcels within the area. According to on-site inspections performed by KMA and documented by site surveys and photographic analysis, some of the site improvements and structures contained the following signs of deterioration:

- Rotted exterior siding or eaves
- Rotten wood framing materials
- Cracked and damaged concrete steps and exterior fascia/trim
- Damaged curbs, cracked asphalt paving, and potholes in lots and/or right-of-ways

9) **Code Violations**

Three of the buildings (or ten percent of the total) have been cited for numerous violations over the years and have been subject to fines and several court appearances. Problems related to excessive deterioration, broken windows and graffiti were identified and cited.
VI. **SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION**

The following is a summary of relevant qualification findings as it relates to potential designation of the Proposed Redevelopment Project Area (RPA) by the City as a Tax Increment Finance (TIF) District. The findings herein pertain to the Proposed RPA.

1. The Proposed RPA is contiguous and is greater than 1½ acres in size.

2. The Proposed RPA will qualify as a "conservation area". Further, the factors present throughout the Proposed RPA as documented herein are present to a meaningful extent and are evenly distributed throughout the Proposed RPA. A more detailed analysis of the qualification findings is outlined in this report.

3. All property in the area would substantially benefit by the proposed redevelopment project improvements.

4. The sound growth of taxing districts applicable to the area, including the City, has been impaired by the factors found present in the area.

5. The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

These findings, in the judgment of KMA, provide the City with sufficient justification to consider designation of the Proposed RPA as a TIF District.

The area has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to infrastructure and the improvement of existing building inventory.
PROPOSED RPA BOUNDARY MAP
AGENDA

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RUE SIMMONS, CHAIR

II. PUBLIC COMMENT

III. APPROVAL OF REGULAR MEETING MINUTES OF SEPTEMBER 9, 2019

IV. ITEMS FOR CONSIDERATION

(P1) Landlord-Tenant Services with Metropolitan Tenants Organization & Lawyers’ Committee for Better Housing
The Housing and Homelessness Commission and staff recommend approval of renewal contract with Metropolitan Tenants Organization (MTO) and Lawyers’ Committee for Better Housing (LCBH) in the not-to-exceed amount of $70,000 for landlord-tenant services. The funding source is the City’s Affordable Housing Fund, 250.21.5465.65497, Landlord-Tenant services. The Affordable Housing Fund currently has a cash balance of approximately $900,000.
For Action
(P2) Ordinance 115-O-19, Granting the YWCA a Special Use Permit for a Planned Development Located at 1215 Church Street and 1726-1730 Ridge Avenue in the R4 General Residential District

The Plan Commission, Preservation Commission, and staff recommend adoption of Ordinance 115-O-19 for approval of a Special Use to expand a Community Center – Public and a Recreation Center – Public and for a Planned Development to demolish two single family residence-style structures and construct a two-story entrance addition abutting the south façade of the existing YWCA building and a four-story domestic violence shelter abutting the north façade of the existing YWCA building. The proposal includes the following Site Development Allowances: 1) Parking Location: Propose parking spaces within the required front yard setback (fronting Church St.) where parking is not permitted in front yards; 2) Loading Berth Location: Propose two loading berths within the west interior side yard setback where loading berths are permitted within the building envelope only; 3) Impervious Surface Coverage: Propose 75.5% impervious surface coverage where a maximum 55% is allowed; 4) Building Height: Propose 4 stories at 42.4’ height for a flat roof where a maximum 2.5 stories or 35’ to the peak for a sloped roof is allowed; 5) Unenclosed Loading Berth: Propose 2 open loading berths within the side yard/front yard where open loading berths are only permitted within a rear yard.

For Introduction

(P3) Ordinance 105-O-19, Application for Major Zoning Relief to Expand a Legally Nonconforming Structure at 3101 Central Street

City staff and the Zoning Board of Appeals recommend City Council adoption of Ordinance 105-O-19, granting major zoning relief to expand a legally nonconforming structure by constructing a 580 sq. ft. one-story garage bay enclosure. The applicant requests to expand the legally nonconforming use for an Automobile Repair Service Establishment and an Automobile Body Repair Establishment where said uses are not eligible permitted or special uses in the R4 General Residential District or an eligible Active Ground Floor Use in the oCSC Central Street Overlay District. The applicant also requests the addition of zero parking spaces where one additional parking space is required due to the expansion, for a total of 11 legal on-site parking spaces where 12 parking spaces are required.

For Introduction

(P4) Ordinance 106-O-19, Granting a Special Use Permit for Daycare Center – Domestic Animal, and Kennel at 1245 Hartrey Avenue

The Zoning Board of Appeals and City staff recommend City Council adoption of Ordinance 106-O-19 granting special use approval for a Daycare Center – Domestic Animal, and a special use for a Kennel, for Unleashed in Evanston, in the I2 General Industrial District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

For Introduction
(P5) **Ordinance 114-O-19, Granting a Special Use Permit for a Planned Development Located at 1012-1018 Church Street in the D3 Downtown Core Development District**

The Plan Commission and staff recommend adoption of Ordinance 114-O-19 for approval of a Special Use for a Planned Development in the D3 Downtown Core Development District to construct a 3-story, 37,800 square foot Cultural Facility, a live theater performance venue, with a 289-seat main stage and a building height of 41 feet. The development includes site development allowances for the following: 1) Number of parking spaces: 0 spaces where 32 are required; 2) Street frontage property line setback: 2 feet at the first floor where 0 feet is required up to a minimum building height of 24 feet but not more than 42 feet.

*For Introduction*

V. **ITEMS FOR DISCUSSION**

(PD1) **Consideration of Proposed Amendments to Zoning to Facilitate Development of Coach Houses/Accessory Dwelling Units for Referral to Plan Commission**

The Evanston Development Cooperative and staff request consideration by City Council of amendments to zoning code related to coach houses/accessory dwelling units (ADUs) and referral of those amendments to Plan Commission in order to effectively expand affordable housing options across Evanston. Potential amendments include the following: 1) Allow one ADU per principal residential structure, removing the current limitation to single-family detached residences; 2) Waive the additional parking requirement for an ADU when there is an affordability restriction of 10 or more years for either the principal residence or ADU, and on properties within TOD areas or within a certain distance to public transit; 3) Increase the maximum height for an ADU when there are increased setbacks from property lines that abut another property.

*For Discussion and Referral*

VI. **COMMUNICATIONS**

VII. **ADJOURNMENT**
Planning & Development Committee Meeting
Minutes of September 9, 2019
6:45 p.m.
James C. Lytle Council Chambers - Lorraine H. Morton Civic Center

MEMBERS PRESENT: T. Suffredin, A. Rainey, R. Rue Simmons, E. Revelle, M. Wynne, D. Wilson, J. Fiske (7:10)

STAFF PRESENT: M. Masoncup, J. Leonard, S. Mangum, S. Flax

PRESIDING OFFICIAL: Ald. Rue Simmons

I. CALL TO ORDER/DECLARATION OF QUORUM: ALDERMAN RUE SIMMONS, CHAIR

A quorum being present, Ald. Rue Simmons called the meeting to order at 7:03 p.m.

II. APPROVAL OF REGULAR MEETING MINUTES OF JULY 22, 2019

Ald. Wilson moved to approve the minutes of the July 22, 2019 meeting, seconded by Ald. Wynne. The committee voted unanimously 6-0, to approve the July 22, 2019 minutes.

III. ITEMS FOR CONSIDERATION

(P1) Tenant-Based Rental Assistance Program Report

The Housing and Homelessness Commission and staff recommend approval of a funding renewal of $300,000 in HOME funds to continue the current Tenant Based Rental Assistance program, administered by Connections for the Homeless. The funding will provide stable housing for two years to up to ten at-risk Evanston families with children under the age of 18 in Evanston that are underemployed, and break the cycle of poverty and instability by developing the capacity to earn a living wage to support their families and afford market rate rental housing. Funding is from the HOME Investment Partnerships Program (Account 240.21.5430.65535). Currently, the City has a total of $464,317 in available uncommitted HOME funds.

For Action

Tina Paden, spoke in support of the program and noted she had available units.

Betty Esther, inquired about the results of the current program and spoke in support of funding for CHDOs.
Ald. Rainey noted that information in the packet includes answers to Ms. Esther’s questions.

Nia Tavoularis and Jennifer Crystal, Connections for the Homeless, responded that outcomes are reported to City, 100% of families exited to permanent housing, 85% living wage job, 98% of children achieved and advanced to the next grade level. Rare for households to leave after first year, largely families ready at end and do not need extensions.

Ald. Wilson moved approval of the funding request, seconded by Ald. Wynne. The Committee voted 7-0 to approve the funding request.

(P2) Resolution 74-R-19, Approval of a Plat of Re-subdivision of 1211-1217 Ridge Avenue
Staff recommends City Council adoption of Resolution 74-R-19, approving the proposed re-subdivision of the property located at 1211-1217 Ridge Avenue.
For Action

Kirsten Coleman, property owner, clarified original brick circular driveway and provided additional proposed access easement language to the Committee.

Ald. Wilson moved to amend the resolution to add Section 2 subsection D approve Resolution 74-R-19, seconded by Ald. Rainey. The Committee voted 7-0 on the motion. The item was approved.

Ald. Wilson moved approval of Resolution 74-R-19, as amended, seconded by Ald. Wynne. The Committee voted 7-0 to approve the Resolution.

(P3) Ordinance 104-O-19, Extending the Time for the Applicant to Obtain a Building Permit to Construct the Residential Unit in the Planned Development Previously Authorized by Ordinance 39-O-08
Staff recommends adoption of Ordinance 104-O-19 to extend the time for completion of the Planned Development at 318-320 Dempster Street, originally approved in March of 2008. The Ordinance grants a one-year extension to obtain building permits for construction of the third dwelling unit within the former livery stable on the property by September 25, 2020. Alderman Melissa Wynne recommends suspension of the rules for Introduction and Action at the September 9, 2019 City Council meeting.
For Introduction and Action

Ald. Wynne noted that, although delayed, it is an excellent example of adaptive reuse and there is a new buyer.

Ald. Rue Simmons moved to suspend the rules to Introduce and take Action on Ordinance 104-O-19, seconded by Ald. Wilson. The
Committee voted 7-0 on the motion to suspend the rules to Introduce and take Action on the item.

IV. ITEMS FOR DISCUSSION

(PD1) Preservation of Heritage Trees Ald. Fiske made a referral to the Preservation Commission to consider creating language within the Preservation Ordinance to recognize and regulate heritage trees.

The City has currently has a tree preservation ordinance within Title 7 of the City Code (7-8-8), but it is limited to private property trees for Planned Developments and Subdivisions of 2 acres or larger, as well as all public trees. The Planning and Development Committee may discuss options to revise Section 7-8-8 of the City Code and/or the Preservation Ordinance, Title 2, Chapter 8.

For Discussion

Leslie Shad, referenced an emailed petition in support of heritage tree ordinance.

Deborah Rusin, spoke in support of tree preservation.

In response to Ald. Rue Simmons, Paul D'Agostino explained that the existing ordinance is limited to public trees, subdivisions over 2 acres, and planned developments. Over 250 permits issued in past 2 years. Heritage tree definition can be objective or subjective.

Ald. Fiske noted that Oak trees original to area and inquired why not within Preservation Ordinance.

Scott Mangum, Planning and Zoning Manager, summarized the Preservation Commission’s position as a citywide issue that is outside their expertise.

Ald. Fiske suggested looking at types of trees of certain age as a heritage tree.

Ald. Rue Simmons supports extending beyond historic districts.

Ald. Wynne in support of heritage tree ordinance that covers entire City with objective standard. Recommended ordinance with species list and measurements at a certain height.

Ald. Revelle in agreement and added size of tree as an objective measure and a reasonable size. Through a permit process the City could have a conversation about the importance of trees and options for tree to remain.

Ald. Rainey in support of Tree Preservation Ordinance without heritage tree
designation.

Ald. Fiske can ask staff to research heritage tree ordinances, can allow for an appeal process for homeowners.

Ald. Rainey noted that she had called for a tree preservation ordinance a number of years ago.

Johanna Leonard stated other communities have lists of species with size to be protected. Can return with information for additional discussion.

V. COMMUNICATIONS

(PC1) Design Evanston Charette for the Library Parking Lot Site
Communication from Design Evanston reporting on the outcome of a charette held to discuss the City-owned property known as the Library Parking Lot.

David Galloway, Design Evanston, summarized the design charrette and position paper comments.

Alds. Revelle and Wilson thanked the group for their time and effort.

VI. ADJOURNMENT
Ald. Wilson moved to adjourn, seconded by Ald. Fiske. The meeting adjourned at 7:51 p.m.

Respectfully submitted,
Scott Mangum
Planning and Zoning Manager
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Johanna Leonard, Community Development Director
       Sarah Flax, Housing and Grants Manager
       Savannah Clement, Housing Policy and Planning Analyst

Subject: Landlord-Tenant Services with Metropolitan Tenants Organization &
         Lawyers’ Committee for Better Housing

Date: September 11, 2019

Recommended Action:
The Housing and Homelessness Commission and staff recommend approval of renewal
contract with Metropolitan Tenants Organization (MTO) and Lawyers’ Committee for
Better Housing (LCBH) in the not-to-exceed amount of $70,000 for landlord-tenant
services.

Funding Source:
The funding source is the City’s Affordable Housing Fund Landlord-Tenant Services
(Account 250.21.5465.65497). The Affordable Housing Fund currently has a cash
balance of approximately $900,000.

Summary:
The City contracted with MTO and LCBH for landlord-tenant services from October 1,
2018 through September 30, 2019 for a not-to-exceed amount of $70,000 following a
competitive Request for Applications process earlier that year. Between October 1,
2018 and June 30, 2019, MTO has handled 243 cases, averaging 27 cases per month.
In addition, MTO held a workshop on renters’ rights in December 2018. To date, the
City has paid $32,625 to MTO for basic services (this amount includes $10,875 that is
scheduled to paid in the September 23rd bills list).

MTO submitted an application for renewal of its contract with the City made up of
$33,500 for assisting residents with landlord-tenant inquiries through its hotline and
Evanston’s 311 system, handling around 30 cases per month, providing two trainings to
landlords and tenants, and distributing information on its website about landlord-tenant
rights and responsibilities. In addition, Mediation services and tenant organizing would
be provided at $1,500 and $5,000, respectively, and its partnership with LCBH for legal
consultation services would be $30,000 for the 12-month. This collaboration with LCBH
will create more efficiency in service delivery by reducing intake redundancy and
improving data collection. It will also more effectively help low-income tenants avoid
displacement through free legal representation in eviction cases and illegal lockouts.

The MTO/LCBH landlord-tenant contract would run from October 1, 2019 through
September 30, 2020 for the following services:

- Operate a free hotline for landlord-tenant inquiries Monday through Friday from
  1-5 pm; for callers who call outside of those hours, MTO will return all calls within
two business days
- Respond to landlord-tenant inquiries received through the City’s 311 system
- Deliver information and assistance to landlords and tenants, including help with
  writing letters, strategies on how to resolve issues through negotiations, and
  referrals to other sources
- Work with the City to maintain current landlord-tenant information on the City’s
  and MTO’s websites
- Coordinate at least one two-hour training for Evanston tenants and/or small
  landlords
- Work with the City’s Property Standards Division to provide at least one two-hour
  training to Evanston property managers
- Offer mediation services to landlords and tenants, as needed
- Identify potential buildings for tenant organizing if the tenants are facing common
  problems such as a foreclosure, poor maintenance, building security concerns,
  health hazards, etc.
- Provide direct legal services to low-income tenants, as necessary

The Housing and Homelessness Commission and staff recommend entering into
funding at a not-to-exceed amount of $70,000 for the services proposed by MTO and
LCBH for the 12-month contract beginning October 1, 2019 on the same terms as the
current contract. Staff recommends including two trainings and a $10,000 legal retainer
fee for LCBH in the basic scope of work for a base contract amount of $43,500 ($30,000
for the basic scope of services listed in the RFA, $1,750 for each training, and a
$10,000 legal retainer fee for Lawyers’ Committee for Better Housing). The remaining
$26,500 in the contract would be for mediation services, tenant organizing and legal
services. These would be reimbursable expenses billed to the City on a quarterly basis,
up to $26,500. Contract renewal may be considered again in 2020, contingent on the
delivery of services and subject to the availability of funding.

Attachments:
MTO/LCBH application/qualifications narrative
Exhibit A – Fee Schedule
“Reasons Tenants Called the Hotline” Report
Map of Hotline Calls: Aug 2018 – Aug 2019
August 13, 2019

City of Evanston
Lorraine M. Morton Civic Center
2100 Ridge Road, Room 3203
Evanston, Illinois 60201

To Whom It May Concern:

The Metropolitan Tenants Organization (MTO) is happy to submit a proposal to renew our Landlord and Tenants Services contract for the City of Evanston. The Metropolitan Tenants Organization is the largest provider of services to tenants and tenants’ organizations in the Chicago Metropolitan area. MTO has been providing services to renters for over 30 years and we believe a good tenant and good landlord can make a difference in ensuring that housing is decent and affordable.

MTO’s legal partner, the Lawyers’ Committee for Better Housing (LCBH) has been in existence for almost 40 years. They have an equally illustrious history. The agency has defended thousands of tenants in eviction court and helped them to avoid homelessness. Our proposed budget includes $30,000 for LCBH to provide technical support to MTO and free legal representation and advice for Evanston tenants with low and moderate incomes.

Over the past year MTO, LCBH, and the City of Evanston have forged a partnership to preserve affordable housing and stabilize tenants in their homes and communities. The number of tenants and landlords served has been slowly increasing over the past year. We are now handling about 40 cases per month. MTO provides phone counseling, in person counseling at the Evanston library on Friday afternoons, three workshops to landlords and tenants, and in several cases LCBH provided legal support.

As you consider our request, we hope that you will find the resources to maintain this program, which, in the long run will reduce other costs by preventing homelessness.

If you have any questions or need further information, please feel free to contact me at 773-292-4980 x 226 or via email at johnb@tenants-rights.org.

Sincerely,

John Bartlett
Executive Director
Landlord-Tenants Submission
City of Evanston, Illinois

The Qualifications and Experience of Organizations:

Currently, the Metropolitan Tenants Organization (MTO) has three interrelated program areas: Tenant Stabilization, Affordable Housing Preservation, and Advocacy.

Tenant Stabilization works with individual tenants to stabilize their housing situation. Our Tenant Stabilization program includes the Tenants’ Rights Hotline, the Squared Away Chicago App, and the Healthy Homes Program.

The Tenant’s Rights Hotline and Squared Away Chicago app serve about 10,000 renters every year. The hotline and app empower renters to preserve and stabilize their housing situation by giving tenants tools and support needed to resolve current housing issues. When combined with the Hotline, the app makes it easy for tenants find out the law, communicate with their landlord, document their situation, and most importantly, solve their housing problems. These two services also act as the eyes and ears of the agency. They alert us to emerging issues. The hotline and app serve as portals to MTO's organizing and advocacy programs.

MTO's Healthy Homes Program (HHP) provides families with additional assistance to address any home-based health hazards. MTO conducts home inspections to assess the problems, and provides information to tenants to help them identify, correct, and maintain a safe and healthy home. The HHP also acts as a means to bridge health care and housing by looking at prevention. MTO has developed partnerships with several agencies, health care providers, and universities, including, Chicago Department of Public Health (CDPH), Sinai Urban Health Institute (SUHI), Loyola University, and funding from US Environment Protection Agency (EPA). This collaboration works with renters, particularly homes with children, to abate home-based health hazards like asthma triggers and lead.

Affordable Housing Preservation Program (AHPP) at MTO works to stabilize tenants and their connectedness with their communities by preserving affordable housing. MTO works in subsidized and market housing. Low-income renters face a variety of pressures and conditions that can lead to displacement. Deteriorating buildings, poor maintenance, foreclosures, and building owners opting out of affordable contract renewals are all reasons that tenants may be forced to relocate, thus affecting their stability. MTO’s AHPP works to help renters address these issues and remain in affordable, stable, safe, and decent housing. MTO works in approximately 40 buildings every year with new and/or existing tenants’ associations.

Tenant Advocacy at MTO is rooted in the organization’s vision and values of nurturing the engagement of families advocating on their own behalf for positive change. Sometimes that change means promoting legislative policies and programs. Supporting renting families takes place at all levels from the Tenant Hotline, the Squared Away Chicago app, walk-ins, or networking at community events. Families learn about their housing rights and the interconnectedness to other rights such as health care and civil rights. As tenant leaders increase their skill sets through the experience of asserting their rights, MTO develops opportunities to engage then in city, state, and national policy campaigns. Through MTO renters are able to identify commonalities between their own experiences and those of renters from other parts of the region. They identify common issues and develop campaigns and organizing strategies to move issues forward. Emerging leaders are nurtured with training opportunities, as well as encouragement to take on
positions of leadership in broader campaigns for institutional change. Through these campaigns, renting families can meet with government officials and impact public and private rental housing policy. As they participate in broader social justice coalitions in which MTO participates, they experience the successes peoples' movements can have. This experience helps to build momentum and ownership over the process of positive social change.

A survey of MTO’s program participants highlights our capacity to work with low-income households and individuals. Almost fifty-five percent of constituents have incomes at or below the poverty line, 71% are African American, 15% are Latino/Hispanic. Seventy-five percent of all people who use MTO’s services are women. Fifteen percent of our constituents identify as immigrants and refugees.

Most of the service population lives in Cook County’s poorest neighborhoods. Their homes are often in disrepair, with pests, heating problems, leaks, mold, etc. The women in these predominantly female-heading households are often afraid to complain out of fear of eviction and the threat it poses to their families. Moving from home to home is a way of life. Even though moving costs money and harms their children’s education, most of these women feel they have no choice.

MTO has the capacity to service Evanston’s Spanish speaking population. MTO has 3 bi-lingual Spanish speaking staff. Should other languages be required MTO has relationships that can provide this assistance on an as needed basis.

MTO provides similar services for the City of Chicago and Cook County in its southern suburbs. For each we provide renters with an information and referral phone help line, organize tenants’ associations and host workshops on the tenant laws for the area. MTO has also had several EPA grants to assist renters around healthy homes issues such as lead paint hazards, pest, mold, etc.

Since its founding in 1980, LCBH has provided direct legal assistance for low-income families facing eviction or other serious housing issues. As the needs of renters changed, so did LCBH’s services. When Chicago’s affordable housing supply rapidly declined, placing more renters at risk of homelessness, LCBH hired a social worker to help keep vulnerable families stable. When the foreclosure crisis placed entire buildings full of tenants at risk of eviction, LCBH intervened, winning settlements that awarded tenants financial damages and time to move. Drawing on its years of experience, LCBH helped to shape policies that protect Chicago’s renters, such as the Residential Landlord and Tenant Ordinance (RLTO) and the Keep Chicago Renting Ordinance Eviction (KCRO). This experience uniquely qualifies LCBH to provide consultation to the City of Evanston regarding its landlord-tenant or fair housing brochure as well updates to its human rights ordinance.

LCBH prioritizes case acceptance based on a client’s vulnerability to homelessness. Most of LCBH’s clients are parents with minor children, seniors, or individuals with disabilities. In 2018, 63% of LCBH’s clients receiving non-helpline (foreclosure related) legal services were women; 35% had children under 18 living in the household; and 65% reported an income under $20,000. Further, 9% of LCBH clients were over 65 years old and 44% identified as a person with a disability or stated that a member of his/her household has a disability.

References

Leona Barth, City of Chicago MTO and LCBH have had a contract with the City of Chicago to provide similar services since the 1990s. 312-744-0891- Leona.Barth@cityofchicago.org
Pam White, Cook County, - MTO has had a contract with Cook County for close to 10 years. (312) 603-1057- pamela.white@cookcountyil.gov

Program Staff and Managers

MTO has a dedicated and knowledgeable staff. The following positions will be assigned to the program:

Oversight of the program is vested in John Bartlett, MTO’s Executive Director with 30-plus years of experience in nonprofit organizations dealing with tenant rights, including 20 years in management capacities at MTO. Mr. Bartlett is a trained professional mediator and for the past 20 years has routinely performed mediations for the US. Postal Service.

Our County Organizer, David Wilson, has worked with the organization 15 years. He both answer calls from County residents and organizes tenants’ associations in the County and the City. Mr. Wilson has organized and presented numerous Landlord and Tenants training seminars throughout his career. He has received high marks from participants for his thoroughness and capacity to relate to participants. Mr. Wilson has also been instrumental in organizing trainings for HUD property managers. More than 80 managers attended his last training. Mr. Wilson is an expert in subsidized housing laws.

Hotline Coordinator, Lolita Davis, has been with the organization for 3 years. Ms. Davis has been through trainings conducted by the Lawyers’ Committee for Better Housing and the National Alliance for HUD Tenants. Ms. Davis prepares reports and vouchers.

Our Hotline Counselor, Javier Ruiz, is fully English/Spanish bilingual and has been working in service agencies in Chicago for several years.

LCBH staffing includes:

Mark Swartz, Executive Director – Mark has advocated on behalf of Chicago’s renters for over a decade. In 2008 he launched LCBH’s Tenants in Foreclosure Intervention Project (TFIP) where he developed an early warning system to alert community-based organizers about recent foreclosure filings and sales and released annual data and policy reports on the impact of foreclosure on renters. Under Mark’s supervision, LCBH drafted the original version of the ordinance that eventually passed in 2013 known as the Keep Chicago Renting Ordinance that created additional protections for Chicago renters living through foreclosure. Mark’s focus is on renters’ rights, tenants in foreclosure law, and access to justice issues in eviction court, and he has given numerous presentations to bar associations, law schools, and regional conferences. Mark graduated cum laude from the University of Wisconsin Law School.

Aileen Flanagan, Senior Attorney – Aileen, a graduate of Loyola University Law School, was admitted to practice in May of 2009, and has been with LCBH since 2012. She manages LCBH’s Tenants in Foreclosure Helpline, and facilitates training for housing counselors and tenant advocates.

Jonathon Raffensperger, Staff Attorney – Jon represents tenants in eviction court, as well as in other litigation and non-litigation matters that relate to housing conditions and landlord-tenant issues. He is a graduate of Dartmouth College and the University of Chicago Law School and was admitted to practice in November 2010. Prior to joining LCBH, Jon was a litigation associate in private practice.

Fees

Please see attached sheet
Contract

MTO wishes to negotiate an exception to the insurance requirement of $5,000,000. See Insurance section in Scope of Service.

M/W/EBE

This is not applicable to MTO as the agency is a nonprofit and has no ownership. MTO’s Board would qualify as 60% of MTO’s board are people of color and 60% are women.

Project Proposal

The Metropolitan Tenants Organization (MTO) proposes to partner with the Lawyers’ Committee for Better Housing (LCBH) to provide Evanston tenants with comprehensive services that will stabilize and improve the living conditions of Evanston renters. MTO and LCBH have been providing tenants with services for well over 30 years. MTO and LCBH have worked together as partners on many projects in the past and present. This partnership will elevate Evanston tenant services to new standards. MTO will be the lead partner in the collaboration.

Currently there are few free legal services available to Evanston renters. Most of these services are only available to subsidized tenants. The vast majority of low-income renters, however, reside in the private rental market. Displacement can have severe consequences for tenants and in many cases can be avoided with minimal legal assistance. MTO and LCBH have instituted an Eviction Prevention Program which has a long-term goal of providing every renter with the service they will need to avoid eviction.

We believe with a small increase in the budget for legal services MTO and LCBH will be able to significantly increase service levels in Evanston. LCBH analysis of Cook County eviction court data show that since 2014, Evanston has averaged about 200 plus eviction filings every year. Over half of those filings resulted in court ordered evictions. Pre-litigation eviction diversion strategies, connecting qualified renters to homeless prevention dollars, and in-court eviction advice and litigation services are all strategies that MTO and LCBH have utilized, and will continue to utilize in this project.

Scope of Services:

Basic:

MTO will operate a free help line for City of Evanston renters and property owners. The helpline will be open from 1 to 5 daily and will answer calls on a first come, first served basis. MTO has the capacity to handle more than 30 cases every month. Callers will receive information that relate to creating a better understanding of and compliance with Evanston’s Residential Landlord and Tenants Ordinance. For callers who do not call during helpline hours, MTO will return all calls within 48 hours. MTO will make two attempts to return the call.

Besides verbal information all callers who request it will receive packets of information as follow-up which will include sample letters and information. Information will be sent via mail or email. MTO may also provide additional assistance to tenants and landlord which may include help in writing letters, strategies on how to resolve issues through negotiations, and referrals to other resources, to assist with health issues, homeless prevention funding, and other resources, depending on the need. Callers can also request written information about the RLTO and sample letters. The Hotline is a first line of defense in efforts to prevent homelessness and maintain Evanston's affordable rental housing.
MTO has extensive relationships with legal service providers as well as attorneys throughout the region. As a part of the contract MTO will make referrals to the best available free legal assistance provider. MTO is aware that for market rate tenants there are few resources, which is why we are proposing that as a part of this contract, LCBH will provide direct legal services to low-income renters. By providing this service MTO and LCBH can make sure that low-income residents will get the support they will need to avoid dislocation. The MTO-LCBH Partnership will streamline legal referrals and reduce displacement, by making sure that renters have the tools and resources to avoid eviction and stay in their homes. MTO will act as a liaison between tenants and attorneys and work with renters to avoid eviction and unwanted displacement. The MTO-LCBH collaboration will decrease intake redundancy, create a smooth handoff of eviction cases, improve data collection, and, in the end, increase tenant stability. Increased stability will have positive effects on both the families and their communities, including effects on education, health, and employment.

MTO will work with the City of Evanston to maintain current Landlord and Tenant information on the City of Evanston’s website and MTO’s website. MTO is currently investigating whether it is feasible to modify MTO’s web app for Chicago to create a web app for Evanston that will contain downloadable and editable letter templates for rent reduction notices, 14-day termination notices, essential service notices, etc. Should it not be possible to change the web app, MTO will post all letters and information on its website, www.tenants-rights.org.

Additional Services:

MTO will organize and provide at least one two-hour training for Evanston tenants and/or small landlords. MTO routinely hosts trainings 20 to 30 trainings of this nature throughout the year. The trainings will provide an overview of Evanston’s Residential Landlord and Tenants Ordinance as well as a questions and answers period to go over individual concerns. MTO will provide all participants with sample letters and other written materials.

MTO at no cost to the City of Evanston will take part in round tables of service provider networks and Evanston’s Continuum of Care. Through participation in these forums MTO will expand outreach efforts to renters and will work to encourage renters to call as soon as problems arise and are thus easier to resolve rather than wait for a crisis to occur, which makes resolving problems more difficult.

As a part of this agreement, MTO will organize a two-hour training for property managers. MTO will work with the City’s Property Standards Division to conduct outreach to landlords, particularly small landlords and those with a history or poor performance. MTO will work with Taft West, of Chicago Community Loan Fund, to facilitate the training.

On an as needed basis, MTO will provide mediation services for landlords and tenants. MTO’s Executive Director is a professional mediator and can handle complex in-person disputes. MTO staff are able to work with tenants to communicate with landlords to develop win-win agreements. MTO will also conduct informal mediations/negotiations over the phone.

When there are building-wide repair or other problems, working with a tenants’ association is often the most effective and efficient means of resolving disputes. When tenants call with a problem, they are asked if others in their building are facing a similar problem. A counselor will identify a building for organizing if the majority of tenants are facing a common problem such as a foreclosure, poor maintenance, building security concerns, health hazards, or other issues that may threaten the viability and affordability of the complex. In those cases, MTO’s field organizer will help residents form tenant associations, and provide
the training and support needed to help resolve the issue(s) threatening the preservation of the building, while also working to keep it affordable.

MTO and LCBH are available to consult with the City of Evanston regarding emerging landlord and tenant issues and help to develop a proactive response that may require programmatic or legislative fixes.

Finally, LCBH's staff attorneys will provide high-quality legal representation to tenants facing housing instability. These services will include eviction defense for low-income renters as well as litigation services to combat retaliation and illegal lockouts. LCBH has extensive experience in this area. In 2018, LCBH provided legal services to 806 client families, serving 1,233 people total. LCBH's services secure positive outcomes, including financial benefits, dismissals, additional time to move, and sealed records.

Without an attorney, renters in eviction court are at a huge disadvantage. In 2017, there were approximately 29,965 eviction filings in Cook County, with many more renters being “informally evicted” by a coercive landlord, poor conditions, or lockouts. LCBH data show that without an attorney, the likelihood that an eviction order will be entered against a tenant is about 62%; with an attorney, it’s about 45%. In other words, by having an attorney, tenants decreased their odds of getting an eviction order by about 25%. The benefits of having an attorney are even greater when the tenant is represented by a civil legal aid provider, a non-profit organization that offers free legal help with non-criminal legal issues. 50% of cases where tenants were represented by private attorneys resulted in eviction orders. Legal aid representation resulted in eviction orders only 22% of the time, less than half the rate of their private attorney counterparts.

The impact of eviction has lasting consequences. This is true even for those who paid their rent in a timely manner, but were evicted without cause, or where an eviction suit was merely filed and was either dismissed or adjudicated in favor of the tenant. And since many landlords and housing authorities refuse to take on persons with evictions on their record, families are often forced to relocate to neighborhoods with higher levels of poverty and violent crime, or accept lower quality units.

LCBH attorneys will provide consultation to make sure letters written by tenants to landlords regarding rent reductions, eviction notices, essential services and other issues are consistent with the provisions of Evanston’s Landlord Tenant Ordinance. When such letters are not effective at resolving a dispute, LCBH will assess the appropriateness of providing more in-depth legal services.

**Scope of Services**

MTO will accept referrals by phone and email from City’s 311 system. MTO will also accept referrals from City’s website and from all other Evanston sources including governmental and nonprofit entities. On at least a monthly basis, MTO will provide onsite counseling in Evanston at a City of Evanston office/meeting space. We will acknowledge all calls with 2 business days and resolve all simple requests within 5 days.

**Reporting:**

MTO will work with the City of Evanston on a reporting format. Reports are turned in on a monthly basis. MTO can change or update reporting per request of City of Evanston.
Tracking and reporting are done primarily through dBase software and Microsoft Excel. MTO has developed mapping capabilities for the City of Chicago. We expect to be able to develop the same for Evanston. The exception to our monthly reporting cycle involves our Tenants Rights Hotline, for which a weekly recap report is a regular Agenda item at our All-Staff Meeting every Friday morning. This schedule recognizes the critical nature of the Hotline to our overall program, and focuses on Hotline staffing (both staff and volunteer), number of calls, and any anomalies in the types of calls (MTO’s Hotline calls have historically served as an early warning system on the state of the rental housing market in Evanston).

Additionally, the Hotline/Volunteer Supervisor and the Executive Director/Assistant Director meet no less than monthly to discuss benchmarks and any needed adjustments.

**Pricing**

Please see attached sheet.

**Insurance:**

MTO wishes to negotiate the comprehensive general liability requirement discussed in the RFP. MTO believes it creates a hardship to effectively and efficiently perform the services required. Currently, MTO maintains a 1,000,000 combined single limit for each occurrence and can designate the City as Additional Insured. It would cost an additional $4,000 to increase that to $5,000,000. It would add unnecessary additional costs to the project, which MTO would have to take on. We already have absorbed some of the costs of the project. We ask for a waiver from this exceedingly high amount of insurance. No other governmental agency including the City of Chicago requires such a large policy.
## Exhibit A - Fee Schedule

### Fee Summary

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**Total Project Cost:** $70,000.00

### Fee Detail by Task

#### Task 1: Basic Scope of Services (1.A.-C.)

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*Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)*: $2,300

**Total Proposed Cost - Task 1**: $30,000

#### Task 2: Landlord or Tenant Group Training (2.A.)

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*Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)*: $117.5

**Total Proposed Cost - Task 2**: $1,750

#### Task 3: Property Managers Group Training (2.B.)

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1118 of 1253
### Task 4: Mediation Services (2.C.)

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**Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)**: $117.50

**Total Proposed Cost – Task 4**: $1,500

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### Task 5: Tenant Organizing (2.D.)

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**Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)**: $187.50

**Total Proposed Cost – Task 5**: $5,000

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**Total Reimbursable Expenses (e.g. printing, travel, supplies, etc)**: $0.00

**Total Proposed Cost – Task 6**: $30,000

---
# Reasons Tenants Called the Hotline

<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>91</td>
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<tr>
<td>Eviction</td>
<td>28</td>
</tr>
<tr>
<td>Notices</td>
<td>11</td>
</tr>
<tr>
<td>Disturbance</td>
<td>19</td>
</tr>
<tr>
<td>Security Deposits</td>
<td>26</td>
</tr>
<tr>
<td>Lease</td>
<td>88</td>
</tr>
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<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Termination</td>
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<tr>
<td>Pests</td>
<td>8</td>
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<tr>
<td>Utilities</td>
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<tr>
<td>Subleases</td>
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</tr>
<tr>
<td>Foreclosure Eviction</td>
<td>1</td>
</tr>
<tr>
<td>Lock Out</td>
<td>4</td>
</tr>
</tbody>
</table>

**Total 321**

Many tenants call about more than one issue

*Maintenance* = any repairs, including heat, buildings security, common areas, exterior problems

*Evictions* = nonpayment of rent; 5-day notices, going to court, illegal tenant rent withholding, behind in rent, post eviction assistance

*Notices* = Evictions for no cause at the end of lease term, 10-day notices for lease violations

*Disturbances* = harassment, noisy neighbors, neighborhood crime, tenant - tenant disputes

*Security Deposits* = Time frame for returning the deposit, reasons to withhold portions of the deposit, using the deposit as last month’s rent, no return of the deposit, security deposit interest

*Lease* = Interpreting lease clauses, what lease clauses are illegal, failure to furnish a tenant with a copy of the lease, discrimination, rent increases, retaliation, landlord entry.

*Early Termination* = breaking a lease, terminating a month-to-month agreement, ending a lease

*Pests* = Bed bugs, roaches, ants, squirrels, mice, rats

*Utilities* = high utility bills, illegal hook ups, charging for water

*Subleases* = subletting unit to new tenants

*Foreclosure* = landlord is in foreclosure

*Lockouts* = landlord changes the locks, shuts off the utilities or evicts a tenant without a court order

*Other issues* = condo associations, looking for affordable housing, non rental issues
Metropolitan Tenants Organization

Hotline Calls: Aug 2018-Aug 2019

City of Evanston

Map produced by the Metropolitan Tenants Organization on 08-30-2019

<table>
<thead>
<tr>
<th>Ward</th>
<th>Count</th>
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<tr>
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<td>8</td>
<td>42</td>
</tr>
<tr>
<td>9</td>
<td>25</td>
</tr>
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</table>

Total Calls = 218
Memorandum

To: Honorable Mayor and Members of the City Council
   Planning and Development Committee

From: Johanna Leonard, Community Development Director
       Scott Mangum, Planning & Zoning Manager
       Melissa Klotz, Zoning Administrator

Subject: Ordinance 115-O-19, Special Use for a Community Center – Public and Recreation Center – Public and for a Planned Development, YWCA at 1215 Church Street

Date: September 16, 2019

Recommended Action:
The Plan Commission, Preservation Commission, and staff recommend adoption of Ordinance 115-O-19 for approval of a Special Use to expand a Community Center – Public and a Recreation Center – Public and for a Planned Development to demolish two single family residence-style structures and construct a two-story entrance addition abutting the south façade of the existing YWCA building and a four-story domestic violence shelter abutting the north façade of the existing YWCA building.

The proposal includes the following Site Development Allowances:
- Parking Location: Propose parking spaces within the required front yard setback (fronting Church St.) where parking is not permitted in front yards.
- Loading Berth Location: Propose two loading berths within the west interior side yard setback where loading berths are permitted within the building envelope only.
- Impervious Surface Coverage: Propose 75.5% impervious surface coverage where a maximum 55% is allowed.
- Building Height: Propose 4 stories at 42.4’ height for a flat roof where a maximum 2.5 stories or 35’ to the peak for a sloped roof is allowed.
- Unenclosed Loading Berth: Propose 2 open loading berths within the side yard/front yard where open loading berths are only permitted within a rear yard.

Livability Benefits:
- Equity & Empowerment: Support quality human service programs
- Health & Safety: Promote healthy, active lifestyles
- Health & Safety: Prevent and reduce violence
Rendering: New 2-story entrance in place of demolished single family residence-style structure (view from Ridge Ave. near Church St):

Rendering: New 4-story domestic violence shelter and parking lot in place of demolished single family-style structure (view from Ridge Ave. at north end of site):
Site Layout:
The applicant proposes to demolish the south portion of the existing YWCA complex that was originally constructed as a single family residence and modified over time to house the YWCA domestic violence shelter, and to demolish the existing detached single family residential building at the north end of the site that is currently used for temporary YWCA staff offices.

In place of the demolished domestic violence shelter, a new public entrance to the YWCA will be created in a modest addition to the existing recreation building. The addition will include a second story connection to a new attached 4-story domestic violence shelter proposed at the north end of the building.

The proposal includes improvements to parking and site circulation, one curb cut to Ridge Ave. for the domestic violence shelter in place of the existing single family residence (temporary office use) curb cut, and infill of existing right-of-way steps from the public sidewalk at Ridge Ave.

The site consists of three parcels west of Ridge Ave. and north of Church St. The current YWCA campus consists of the largest parcel at the corner, and includes the YWCA administration offices, pool and recreational facility, and domestic violence shelter. The next parcel north (previously known as 1726 Ridge Ave.) featured a single
family residence that was torn down in 2017 and is currently used as a temporary parking lot. The northernmost parcel (previously known as 1730 Ridge Ave.) currently features a single family residence that the YWCA is temporarily using for administrative offices.

The south portion of the property is located within the Ridge Historic District. The boundary line of the historic district follows the connecting wall of the existing domestic violence shelter (single family residence style building) and the remainder of the YWCA building. The entire shelter is within the Ridge Historic District, therefore the demolition of that building and the new construction in that area (new entrance) is within the purview of the Historic Preservation Commission. The YWCA obtained a Certificate of Appropriateness (COA), as well as an advisory review of the entire Planned Development, from the Preservation Commission on July 23, 2019.

At the August 7, 2019 Plan Commission hearing, neighbors to the west of the YWCA campus requested relocation of the dumpster enclosure that was proposed to abut the property line, and the Plan Commission recommended additional landscaping along the west portion of the property. Following the hearing, the site plan/landscaping plan was modified to relocate the dumpster enclosure further east against the façade of the existing building, and additional landscaping was added where possible.

**Site Layout:**
The existing recreation building that was constructed in the 1970’s will not physically change on the exterior other than the enlargement of 3 ground floor windows on the Ridge Ave. facade, and repair and painting with orange accents around other windows and doors. The indoor facilities including the pool will remain open throughout construction. Upgrades will be made to the locker rooms, and additional family/non-gender bathrooms will be added. Some existing offices will be reconfigured into classrooms and conference rooms.

The existing domestic violence shelter that is located in the single family residence style building that is attached to the south end of the recreation building will be demolished because it is now economically and operationally obsolete to the YWCA. The existing structure does not provide adequate safety and security given the use, the interior layout does not fit the programming needs for families seeking shelter, the facility is not ADA accessible, and significant building upgrades are needed.

That area will be redeveloped to include a modern curtain-wall entrance and a reconfigured parking lot with a looped drop-off near the entrance. The new main entrance (and all new entrances) will be ADA accessible. The parking lot will serve the public and employees (but not the domestic violence occupants who have a separate parking lot) and will continue to have ingress/egress from Church St. The parking lot will increase the on-site parking from 49 spaces to 66 spaces in the main lot (plus 12 spaces in the domestic violence parking lot).
The new 4-story domestic violence shelter will be attached to the north of the existing recreation building where there is currently a temporary gravel parking lot and a single family residence was demolished in 2018. This addition will provide supportive services on the first floor, administration on the second floor, and a total of 23 shelter units on floors 3-4.

A new parking lot with a curb cut to Ridge Ave. will be constructed for the domestic violence shelter occupants only. A gated and secured private area for the domestic violence shelter occupants is located at the west edge of the YWCA campus that is obscured from the public view. This private area will feature a garden, play structure, and access to private bicycle parking.

A second story addition will connect the new main entrance at the south end of the building to the new domestic violence shelter with a secure access point for staff. The second story addition falls behind the recreation building’s front gable rooftop and is not visible from Ridge Ave. beyond the new entrance.

Additional landscaping is proposed throughout the property and within the reconfigured parking lot, and existing landscaping will be properly pruned. The demolition of the existing domestic violence shelter and construction of the new one will increase the massing of the campus towards the north end of the property and decrease it to the south. The modern style of the additions are appropriate given the recreational use of the YWCA, and orange accent elements are provided throughout the structures as the official YWCA color scheme. Building materials for the additions include white or off-white precast concrete scored for the depth and feel of lap siding, thin brick (not a pressed imprint) lighter in color than the existing structure, and orange accents around some windows. The applicant agrees to use bird-friendly fritted glass at floors 1-2 where migratory birds are most likely to be injured by clear glass. The applicant worked with staff, as recommended by the DAPR Committee and Plan Commission, to improve the exterior design of the building additions to both soften the institutional look of the new domestic violence shelter, and improve the overall complementary aesthetics between the existing facility and additions. The current renderings achieve those desires while staying within the constraints of the YWCA budget, and are recommended for approval by staff. Since the design of the 2-story entry addition has changed since the Preservation Commission granted a Certificate of Appropriateness (for the design of the structure that is within the Ridge Historic District), the Preservation Commission will review the changes before a building permit may be issued.

Compliance with the Zoning Ordinance:
The intent of the R4 General Residential District is “to provide for a mix of residential types at a moderate density including multiple-family dwellings, two-family dwellings, townhouses, and single-family attached and detached dwellings.” Additionally, the R4 District allows for Special Use approval for specific institutional and community uses such as the operations of the YWCA.
The applicant requests to expand the existing Special Use for a Community Center – Public, and Recreation Center – Public for the YWCA. The new domestic violence shelter is a permitted use as a Shelter for Abused Persons.

<table>
<thead>
<tr>
<th>Zoning Ordinance Use:</th>
<th>Zoning Ordinance Definition:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Center - Public</td>
<td>A place, structure, area or other facility that is open to the public, under the jurisdiction of a public or non-profit agency, and is used for community recreation, education and/or service activities. A community center may include, but is not limited to, the following uses: auditorium, multipurpose room, gymnasium, meeting space, open space, playground, playing courts, playing field, and swimming pool. Community center does not include retail services, membership organizations, commercial indoor recreation, commercial outdoor recreation, transitional shelter, transitional treatment facility, short or long term care facility.</td>
</tr>
<tr>
<td>Recreation Center – Public</td>
<td>A place, structure, area or other facility used for and providing recreation programs and facilities generally open to the public and designed to accommodate and serve significant segments of the community.</td>
</tr>
<tr>
<td>Shelter for Abused Persons</td>
<td>A building, or portion thereof, in which residential accommodations are provided on an emergency basis for persons who are victims of abusive treatment.</td>
</tr>
</tbody>
</table>

The operations of the Community Center – Public, and Recreation Center – Public use will not change. The existing recreation building, which was built in the 1970’s, is approximately 6 to 7 times the size of the existing domestic violence shelter that will be demolished. The recreation building houses administration offices, conference rooms, classrooms, locker rooms, and the pool. With the proposed additions, some interior spaces in the recreation building will be altered to better fit the YWCA operations and provide additional conference rooms. With a better interior layout, YWCA programming may moderately increase as space allows. Although the operations of the facility will remain the same, the two-story entrance addition and improved parking lot triggers new Special Uses. The YWCA has operated under Special Use approval since at least 1969 (Ord. 19-O-69) and was granted an expansion to the Special Use in 2018 (Ord. 68-O-18) to expand the use and temporarily utilize the single family residential structure at the north end of the property for administrative offices. Staff is not aware of any complaints or zoning violations related to the existing Special Use approval.

The construction of the new 4-story domestic violence shelter is a permitted use as a Shelter for Abused Persons. The new facility will provide a secure entry at the rear for the domestic violence shelter occupants, supportive services on the first floor,
administration on the second floor, and a total of 23 shelter units on floors 3-4. The shelter units will be constructed similar to a hotel with connecting suite doors so that units can flexibly increase the number of rooms for larger families when needed. A separate entrance for staff is located off of the north parking lot, though staff will be directed to park in the main parking lot off of Church St. to discourage the use of the Ridge Ave. curb cut. The new domestic violence shelter is purposefully located away from the public portion of the YWCA campus to separate the public users and provide a sense of security and anonymity for the shelter users.

The applicant requests five Site Development Allowances:

<table>
<thead>
<tr>
<th>Site Development Allowance Requested</th>
<th>Required / Max. Permitted in the R4 District</th>
<th>Site Development Allowance Max.</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Location</td>
<td>Not within required front yard setback (Church St.)</td>
<td>N/A</td>
<td>Parking spaces located within the required front yard setback</td>
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<tr>
<td>Loading Berth Location</td>
<td>Within building envelope only</td>
<td>N/A</td>
<td>2 loading berths located within the west interior side yard setback</td>
</tr>
<tr>
<td>Impervious Surface Coverage</td>
<td>55% max</td>
<td>No max</td>
<td>75.5%</td>
</tr>
<tr>
<td>Building Height</td>
<td>2.5 stories or 35’ to the peak for a sloped roof</td>
<td>+12’ = 47’</td>
<td>4 stories and 42.4’ height for a flat roof</td>
</tr>
<tr>
<td>Unenclosed Loading Berth</td>
<td>Open to the sky when located in the rear yard only</td>
<td>N/A</td>
<td>2 open loading berths within the side yard/front yard</td>
</tr>
</tbody>
</table>

**Parking Location:**
The applicant proposes to increase the size of the existing surface parking lot and reconfigure the parking layout to improve vehicular circulation and drop-offs on the site. There is currently parking located within the front yard setback (Church St. frontage). A Site Development Allowance is necessary to increase and reconfigure the parking lot. The existing parking lot features 49 parking spaces (plus the temporary unstripped gravel lot at 1726 Ridge Ave. where the single family residence was torn down in 2018). The Zoning Ordinance requires a total of 67 parking spaces on the campus for all proposed uses and new and existing structures. The reconfigured parking lot features 78 total parking spaces, 12 of which are located in the north lot near the domestic violence
shelter and are intended for occupants of the shelter only. If the parking spaces that are
within the front yard were eliminated to comply with the Zoning Ordinance, there would
not be enough on-site parking for the facility.

**Loading Berth Location:**
One of the loading berths is proposed within the west interior side yard setback. At the
closest point to property lines, the loading berth is approximately 4’ (where 10’ is
required) from the abutting property line that serves as the rear lot line of single family
residences that front Asbury Ave. A privacy fence is proposed to minimize any impact
on the adjacent single family residences, and given the YWCA use, the loading berths
will rarely be used.

**Impervious Surface Coverage:**
The building additions and reconfigured parking lot hardscape increase the impervious
surface coverage on the property to 75.5% where a maximum of 55% is permitted.
Institutional and community uses such as the YWCA that typically feature surface
parking lots are usually unable to comply with the residential impervious surface
requirement. The impervious surface regulation is intended for small-scale residential
developments that are not required to implement underground storm-water
management or tie in to the City’s storm-water system. Since this development is larger
in scale and is not residential in nature, the project must follow the requirements of the
Metropolitan Water Reclamation District (MWRD) with on-site storm-water control.
Therefore, 75.5% impervious surface coverage on the property should not cause
drainage issues to surrounding properties and does meet the intent of the Zoning
Ordinance.

**Building Height:**
The applicant proposes a building height of 4 stories and 42.4’ to the roof of the 4-story
domestic violence shelter. Since the R4 District is primarily intended for residential uses,
the maximum allowed building height is 2.5 stories or 35’ to the peak for a sloped roof.
While it is appropriate to limit residential structures to 2.5 stories or 35’ in height,
institutional and community uses such as the YWCA can benefit from additional height
when appropriate to the surrounding neighborhood. The FARA building immediately
north of the YWCA campus is a tall 3-story building, and the next building north is a 6-
story condominium (1800 Ridge Ave.). Additionally, the multiple-family residential
buildings to the east across Ridge Ave. are 3 stories (1703-1713 Ridge Ave.) and 8
stories (1717 Ridge Ave.). Structures to the west are primarily single family residences
that are within the maximum height allowed. Structures to the south include some single
family (attached and detached) structures that comply with the maximum height
allowed, and then multiple institutional uses (NU Police Station, Roycemore School) that
are taller and in similar scale to the proposed YWCA expansion. With a building height
of 4 stories (for the domestic violence shelter; the south addition is within the maximum
height at 2 stories), the YWCA campus will act as a buffer that steps down from the
larger scale and higher intensity uses to the north and east to the single family
residences to the south and west.

**Unenclosed Loading Berth:**
The 2 loading berths that are within the west interior side yard setback are also open/unenclosed loading berths that are not within the rear yard as required by the Zoning Ordinance. The YWCA programming does not have a high demand for loading areas and rarely receives deliveries. The loading berths will be used primarily for move-in and move-out at the domestic violence shelter. It is not feasible to locate the loading berths in the rear yard unless a significant amount of the north parking lot is removed, which would eliminate parking needed for the domestic violence shelter occupants. In the proposed location, moving trucks will park and then items will be walked through the gated access behind the existing YWCA building over to the domestic violence shelter entrance. The proposed location is to the west of the existing YWCA structure where it is largely obscured by landscaping and parked vehicles from both the Church St. and Ridge Ave. viewpoints. The intent of the Zoning Ordinance is to obscure unsightly loading berths from view, therefore the requested Site Development Allowance meets the intent of the Zoning Ordinance.

**Parking and Traffic:**
Terra Engineering conducted a traffic study in August, 2018, and also aggregated data from other recent traffic studies done by KLOA and City staff that occurred when school was in session so that school traffic could be accounted for.

The study found that since the recreational operation of the YWCA campus will remain the same, there will be no increase in traffic volume related to the recreational uses. With the reconfiguration of interior conference rooms, classrooms, and offices (including additional staff offices in the domestic violence shelter), a slight increase in YWCA staffing is expected and therefore a slight increase in traffic volume is anticipated. Staff will be encouraged to use the main parking lot off of Church St.

The new domestic violence shelter will increase the estimated bed count at the facility from 25 existing beds to 42 beds. Based on this increase, Terra Engineering found there will be a small increase in expected traffic volumes at the north parking lot. This north parking lot is accessed via Ridge Ave. only, and will be limited to a right-in, right-out only to maintain traffic safety. The applicant is exploring adding a pork chop to the curb cut to further encourage the right-in, right-out. At the most impactful time, the traffic study found the north parking lot is expected to serve a peak PM volume of 6 vehicles entering and 5 vehicles exiting onto Ridge Ave. There is no public access to the YWCA facility from the north parking lot. Adequate signage will be installed to clarify the public parking and main entrance to the campus is via Church St.

The proposed curb cut on Ridge Ave. for the domestic violence shelter will replace the existing curb cut to the single family residential structure at the north end of the site. The new curb cut will be located further south where there is currently a cutout in the right-
of-way retaining wall for concrete steps. Although a curb cut on Ridge Ave. is not ideal, it is necessary for the operations of the domestic violence shelter. The new curb cut will also require modification to the existing public sidewalk to accommodate the grade change at the new driveway apron. The public sidewalk will be reconfigured to slope down to the apron grade, similar to the situation at the driveway apron of the FARA building immediately north.

Trip data was collected for existing conditions (with a 15% increase built in to align with other traffic studies done during the school year instead of summer time) and proposed conditions with the new development (and including typical traffic volume increases of 5% growth to the year 2023):

The study concludes that the only quantifiable change to the level of traffic at the analyzed intersections is the weekday PM right turn onto Ridge Ave. from Clark St., which is anticipated to decrease in service from a B to C level by 2023 whether the YWCA expansion occurs or not. The existing and proposed weekday PM traffic at Asbury Ave. and Church St. is a D, which is not optimal but is not due to, or further impacted by the YWCA proposal.

As a public benefit, the applicant agrees to infill the 3 other concrete steps that are within the right-of-way at the retaining wall that lead directly to Ridge Ave. The steps are a safety hazard because they encourage drop-offs and ride-share pick-ups on Ridge Ave., so infill of the steps will improve traffic safety. The voids where the steps were located will be replaced with matching limestone.

Public Benefits:
The applicant has committed to provide the following public benefits as part of the Planned Development proposal:

1. As a non-profit institution, continue to provide community services and support to the general public and those in need through the elimination of racism, empowering women, and promoting peace, justice, freedom, and dignity for all, under the general operations of the YWCA. Such services include, but are not limited to, indoor recreational activities, social services, counseling, and a domestic violence shelter.
2. Streetscape improvements along Ridge Ave. including the removal of concrete retaining wall steps in the right-of-way adjacent to the subject property and replacement with limestone to match the retaining wall.
3. Utilization of bird-friendly measures such as fritted glass on floors 1-2 to mitigate harm to migratory birds.
4. A commitment to hiring and working with Minority Business Enterprises (MBE) Women Business Enterprises (WBE), Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE) on this project. The project will include MBE/WBE subcontractors and suppliers with a
goal that in aggregate make up 10% of the construction budget.

The proposed YWCA expansion is in itself a substantial public benefit due to the services the facility provides to the community. Additionally, as a non-profit institution, the proposal will not result in a profit like a typical Planned Development, therefore, the requested public benefits are limited in scope.

Conditions:
In addition to the stated public benefits, the applicant agrees to the following conditions:

1. The applicant must agree to a Construction Management Plan (CMP) before issuance of the building permit.
2. The proposed planned development shall substantially conform to the documents and testimony on record.
3. The applicant shall obtain all necessary permits for demolition of structures including but not limited to municipal, county, and federal demolition permits for the removal of the single family residences and specifically the single family residence structure that is located within the federal historic district and National Register of Historic Places that requires a Section 106 Review.
4. The development shall comply with the City of Evanston Green Building Ordinance.
5. The portion of the building located within the local Ridge Historic District shall be reviewed for compliance with the Standards of the Preservation Ordinance and is subject to a final Certificate of Appropriateness.
6. Refuse pickup shall be prohibited at the property between the hours of 9pm - 9am daily.

Standards of Approval:
The proposed development must satisfy the Standards for Special Use in Section 6-3-5-10, the Standard for Planned Development in Section 6-3-6-9, and the standards and guidelines established for Planned Developments in the R4 General Residential District. (Section 6-8-1-10). Staff finds that, with additional improvement to the aesthetic design of the additions, the proposed Planned Development meets the Standards for approval.

Standards for Special Use (Section 6-3-5-10)
A Planned Development, Community Center - Public, and Recreation Center - Public, are all eligible special uses in the R4 General Residential District. The proposal follows the purposes and policies outlined in the Comprehensive Plan and the Zoning Ordinance.

The proposed development will not cause a negative cumulative effect when considered in conjunction with other special uses in the area. Surrounding uses include single family (attached and detached) residences, office, and high density multiple family residences. There are no similar Community Center - Public, or Recreation Center -
Public in the immediate area.

The proposal can be adequately served by public facility infrastructure already available. The demolition of the old domestic violence shelter will include capping off utilities as appropriate, and additional utility connections will be added as necessary for the new construction. Above ground utility equipment will be buried underground where possible. The removal of the concrete steps that lead directly to Ridge Ave. will eliminate a current traffic hazard by discouraging drop-offs on Ridge Ave.

The applicant submitted a traffic study that found there will be virtually no impact to the surrounding intersections due to the expanded YWCA. The applicant agrees to make the new curb cut on Ridge Ave. a right-in and right-out only for traffic safety.

Finally, the proposal meets all zoning requirements except for the five site development allowances requested and outlined above.

Standards and Guidelines for Planned Developments in R4 General Residential District (Sections 6-3-6-9 and 6-8-1-10)
The proposed Planned Development complies with the purposes and intent of the Zoning Ordinance. The proposal will reduce the bulk of structures at the south end of the property and locate the larger 4-story structure at the north end of the property near other properties that feature similar massing. The proposal is consistent with the vision and goals of the Comprehensive Plan for redevelopment and improvements to needed and valuable community and social services institutions such as the YWCA.

Legislative History:
August 7, 2019 – The Plan Commission found the proposed development at the YWCA campus will improve facilities and operations that positively benefit the greater Evanston community. The Plan Commission recommended approval 5-1 of the Planned Development with the public benefits and conditions previously listed as well as the following conditions:

1. Increase landscaping on the west to the satisfaction of City staff.
2. Trash pickup is prohibited before 9am.

July 31, 2019 - The Design & Project Review (DAPR) Committee expressed concern regarding the Ridge Ave. curb cut but felt the addition of a traffic pork chop that would further regulate the access as right-in and right-out only, along with signage and parking for staff at the main parking lot to the south, would mitigate traffic issues. The Committee unanimously recommended approval of the proposal, with the condition the applicant continue to work on the design of the additions to better blend with the existing building and to soften the institutional appearance of the domestic violence shelter.

July 23, 2019 – The Preservation Commission reviewed a Certificate of Appropriateness
(COA) application for the demolition of the single family residential style structure at the south end of the property that is current used as the domestic violence shelter and is within the Ridge Historic District. The structure is not a local Landmark and is not contributing to the Historic District. The Commission found that the structure holds no historic significance that should be preserved given the features of the current structure and changes in the immediate context since the district boundary was established. The Preservation Commission granted the COA for demolition, as well as a COA for the new 2-story entrance addition that will be constructed in its place.

The proposed 4-story domestic violence shelter at the north end of the property is not within the Ridge Historic District boundary. However, since a portion of the Planned Development is within the District, the Commission reviewed the entire proposal and made an advisory recommendation for continued review of the Planned Development since the proposal does not have any historic preservation impact.

Attachments
Proposed Ordinance 115-O-19
Site Plan and Renderings
Plan Commission Packet of August 7, 2019
Plan Commission Meeting Minutes Excerpt of August 7, 2019
Preservation Commission Meeting Minutes of July 23, 2019
AN ORDINANCE

Granting a Special Use Permit for a Planned Development
Located at 1215 Church Street and 1726-1730 Ridge Avenue in the R4
General Residential District

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

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

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164, 174-75 (1992)); and

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

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, (“the Zoning Ordinance”); and
WHEREAS, Evanston/Northshore YWCA ("Applicant"), the Applicant for the proposed development located at 1215 Church Street and 1726-1730 Ridge Avenue, Evanston, Illinois (the "Subject Property"), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-3-5, "Special Uses", Section 6-3-6, "Planned Developments", and Subsection 6-8-5-3 "Planned Developments" in the R4 General Residential District ("R4 District"), to permit the further construction and operation of a Planned Development with a Community Center (Public) and Recreation Center (Public) at the Subject Property in the R4 District; and

WHEREAS, the Applicant sought approval for an addition and expansion of the existing special use, and for a Planned Development to demolish the single family residential structure and construct a two (2) story entrance on the south facade to the existing administration center and pool building; demolish another single family residential structure and construct a four (4) story addition for a Shelter for Abused Persons and administration offices at the north end of the property; construct a second-story addition to provide connection between the two structures; and expand and reconfigure the existing parking lots to provide seventy (78) parking spaces, in the R4 District.; and

WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to (1) parking located within the required twenty-seven (27) foot front yard setback where parking is not permitted, (2) parking (loading zone) located within the required ten (10) foot west interior side yard setback where parking is not permitted, (3)
impervious surface coverage of seventy-five and one half (75.5) percent where fifty-five (55) percent is the maximum permitted, (4) a building height of forty-two (42) feet and four (4) inches and four (4) stories where only thirty-five (35) feet and two and one half (2.5) stories are permitted, and (5) an open loading zone located in the front yard where the Code only permits open loading zones to be located in rear yards; and

WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances from the normal district regulations established in the Zoning Ordinance; and

WHEREAS, on July 23, 2019, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Preservation Ordinance, the Preservation Commission held a meeting on the Certificate of Appropriateness for the demolition of the single family residential structure located in the Ridge Historic District, a Certificate of Appropriateness for the construction of the two (2) story entrance on the south facade, and an advisory review of the application for a Special Use Permit for a Planned Development, case no. 19PLND-0069, heard extensive testimony and public comment, made written minutes, findings, and recommendations; and

WHEREAS, the Preservation Commission’s written findings state that the application for the proposed Planned Development does meet the applicable standards set forth for a Certificate of Appropriateness in Subsection 2-8-9 of the Preservation Ordinance; and

WHEREAS, on July 23, 2019, the Preservation Commission granted the Certificate of Appropriateness and recommended the Plan Commission and City Council approve the application; and
WHEREAS, on August 7, 2019, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the application for a Special Use Permit for a Planned Development, case no. 19PLND-0069, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the application for the proposed Planned Development does meet applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the R4 District per Subsection 6-8-5-3 of the Zoning Ordinance; and

WHEREAS, on August 7, 2019, the Plan Commission recommended the City Council approve the application; and

WHEREAS, on September 23, 2019, the Planning and Development (“P&D”) Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act, the Preservation Ordinance, and the Zoning Ordinance, received input from the public, carefully considered the findings and recommendation for approval of the Preservation Commission and Plan Commission, and recommended approval thereof by the City Council; and

WHEREAS, at its meetings of September 23, 2019 and October 14, 2019, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, received additional public comment, made certain findings, and adopted said recommendation; and
WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see Glenview State Bank v. Village of Deerfield, 213 Ill.App.3d 747) and is not subject to courtroom fact-finding (see National Paint & Coating Ass’n v. City of Chicago, 45 F.3d 1124),

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

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

SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 19PLND-0069, to allow the demolition of the single family residential structure and construction of a two (2) story entrance on the south facade to the existing administration center and pool building, demolition of a single family residential structure and construction of a four (4) story addition for a Shelter for Abused Persons and administration offices at the north end of the property, construction of a second-story addition to provide connection between the two structures, and expansion and reconfiguration of the parking lots to provide seventy (78) parking spaces, in the R4 General Residential District.

SECTION 3: The City Council hereby grants the following Site Development Allowances:

(A) Parking within the setback: A site development allowance is hereby granted to permit parking located within the required twenty-seven (27) foot front yard setback on Church Street where parking is not permitted pursuant to Section 6-8-5-7(B) of the Zoning Code.

(B) Loading Berth Location: A site development allowance is hereby granted to permit parking (loading zone) located within the required ten (10) foot west
interior side yard setback where parking is not permitted under Section 6-8-5-7 (B) of the Zoning Code.

(C) **Impervious Surface Coverage**: A site development allowance is hereby granted to permit impervious surface coverage of seventy-five and one half (75.5) percent where fifty-five (55) percent is the maximum permitted by Section 6-8-5-9 of the Zoning Code.

(D) **Building Height**: A site development allowance is hereby granted to permit a building height of forty-two (42) feet and four (4) inches and four (4) stories where only thirty-five (35) feet and two and one half (2.5) stories are allowed under Section 6-8-5-8 of the Zoning Code.

(E) **Unenclosed Loading Berth**: A site development allowance is hereby granted to permit an open loading zone located in the front yard where Zoning Code section 6-16-4-1(B) only permits loading zones to be located in rear yards.

**SECTION 4**: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted hereby, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

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

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

(C) **Demolition Permit**: The applicant shall obtain all necessary permits for demolition of structures including but not limited to municipal, county, and federal demolition permits for the removal of the single family residences and specifically...
the single family residential structure that is located within the Federal Historic District and National Register of Historic Places that requires Section 106 Review.

(D) Streetscaping: The applicant shall improve the Church St. and Ridge Ave. right-of-ways as depicted in Exhibit B, attached hereto and incorporated herein by reference, including the removal and reconfiguration of curb cuts, and removal of concrete steps and replacement with matching limestone wall.

(E) Green Building Ordinance: The development shall comply with the City of Evanston Green Building Ordinance.

(F) Preservation Commission: The portion of the building located within the local Ridge Historic District shall be reviewed for compliance with the Standards of the Preservation Ordinance and is subject to a final Certificate of Appropriateness.

(G) Waste: Refuse pickup shall be prohibited at the property between the hours of 9pm - 9am daily.

(H) MBE Hiring: A commitment to hiring and working with Minority Business Enterprises (MBE) Women Business Enterprises (WBE), Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE) on this project. The project will include MBE/WBE subcontractors and suppliers with a goal that in aggregate make up 10% of the construction budget.

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

SECTION 5: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s tenants, agents, assigns, and successors in interest.”

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

SECTION 7: Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and
development of the same. To the extent that the terms and provisions of any of said
documents conflict with the terms herein, this ordinance shall govern and control.

**SECTION 8:** All ordinances or parts of ordinances that are in conflict with
the terms of this ordinance 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 hereby declared to be
prima facie evidence of the law of the City and shall be received in evidence as
provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:_________________, 2019  Approved:

Adopted:___________________, 2019  __________________________, 2019

_____________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_____________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
EXHIBIT A

Legal Description

PARCEL 1 (1730 RIDGE AVE.): THE NORTH HALF (EXCEPT THE WEST 25 FEET THEREOF AND EXCEPT THE SOUTH 10 FEET) OF LOT 8 IN CIRCUIT COURT PARTITIONS OF LOTS 23 AND 25 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LAND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN: 11-18-121-010-0000

PARCEL 2 (1726 RIDGE AVE.): THE SOUTH HALF OF LOT 8 AND THE SOUTH 10 FEET (EXCEPT THE WEST 25 FEET) OF THE NORTH HALF OF LOT 8 IN CIRCUIT COURT PARTITION OF LOTS 23 AND 25 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN: 11-18-121-011-0000

PARCEL 3 (1215 CHURCH ST.): LOT 1 IN YOUNG WOMEN'S CHRISTIAN ASSOCIATION CONSOLIDATION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PINs: 11-18-121-010-0000, 11-18-121-011-0000, 11-18-121-018-0000

COMMONLY KNOWN AS: 1215 Ridge Avenue & 1726-1730 Ridge Avenue, Evanston, IL 60201
EXHIBIT B

Site Plan/Landscape Plan
EXHIBIT C

Elevations/Renderings
MEETING MINUTES EXCERPT

PLAN COMMISSION
Wednesday, August 7, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Peter Isaac (Vice-Chair), Terri Dubin, Carol Goddard, George Halik, Jane Sloss

Members Absent: Jennifer Draper, Andrew Pigozzi

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Hugh DuBose, Assistant City Attorney

Presiding Member: Chairman Lewis

1. CALL TO ORDER / DECLARATION OF QUORUM

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

2. APPROVAL OF MEETING MINUTES: July 24, 2019

Commissioner Isaac then made a motion to approve the minutes as amended, seconded by Commissioner Goddard. The Commission voted, 5-0, with one abstention to approve the minutes of July 24, 2019.

3. NEW BUSINESS

A. Planned Development
1215 Church St. 19PLND-0069
YWCA Evanston/North Shore YWCA Evanston/North Shore submits for a Special Use for a Community Center - Public, and Recreation Center - Public, to allow for addition and expansion of the existing special use, and for a Planned Development to demolish two extant residential buildings and construct a 2-story entrance on the south facade of the existing administration center and pool building, construct a 4-story addition at the north end of the property, construct a 2nd-story addition to provide connection between the two structures, and to provide 78 parking spaces, in the R4 General Residential District. Site development allowances are requested for: 1) Parking located within the required 27' front yard setback where parking is not permitted, 2) Parking (loading
zone) located within the required 10’ west interior side yard setback where parking is not permitted, 3) Impervious surface coverage of 75.5% where 55% is the maximum permitted, 4) Building height of 42.4’ and 4 stories where 35’ not to exceed 2.5 stories is permitted, and 5) Open loading zone located in the front yard where permitted to be located in rear yards. The applicant may seek and the Plan Commission may consider Site Development Allowances as may be necessary or desirable for the proposed development.

Mr. Mangum provided an overview of the proposed development and the allowances requested. Mr. Steve Bauer, attorney with Meltzer, Purtill and Stelle, then introduced the Karen Singer (President and CEO of YWCA), Shabnum Sanghvi (Vice-Chair Board of Directors for YWCA), Jim Kastenholz (The AT Group), Jack Schroeder (Landon Bone Baker Architects), Chris Hutchinson (Terra Engineering), Chris Neely (Terra Engineering), and Mimi McKay (McKay Landscaping). He then stated that the proposal had obtained a Certificate of Appropriateness (CoA) from the Preservation Commission and received a positive recommendation from the DAPR Committee. He then explained that the development includes a partial redevelopment of the site, certain elements will be removed and others will remain. Building height is the only site development allowance not associated with existing building constraints.

Ms. Shabnam explained the value of the YWCA and the proposed project. She gave a brief history of the site and stated that YWCA has served over 800 people yearly and over 2,000 students with a number of programs.

Karen Singer, CEO of YWCA, shared that the needs of the community have grown and changed and the YWCA has grown to meet those needs. The budget has also increased; however, the building footprint has not changed in 50 years. An assessment was done and feasibility study was done to determine whether or not the organization should remain in Evanston. The end result was a decision to remain and undertake improvements and expansion.

Mr. Kastenholz provided details on the proposed development. Parking is proposed in excess of the zoning requirements but is needed due to programming and events.

Jack Schroeder provided an overview of the site configurations and interior improvements. He emphasized that the family residential entry is now separate from general entry. There will be renovations to the aquatic space and classroom and office space added. Family living area will have shared laundry, kitchen and play area. He added that the glass area on the north façade is classroom space and intended to be more inviting. Lighting on site will be directed downward and mechanical equipment will be reviewed as it relates to noise.

Mr. Steve Bauer provided review of the building height and orientation. He stated that
seven community meetings have been held as well as meetings with individual residents. City staff was present for at least one of those meetings.

Chair Lewis opened the public hearing to questions from the Commission.

Commissioner Halik asked how neighbors will be shown improvements to the façade. Mr. Mangum stated that the proposed project will be in front of Planning & Development Committee and will be before DAPR prior to issuance of a building permit.

Commissioner Isaac asked if the removal of stairs leading to Ridge Avenue was at staff’s request. Mr. Mangum responded that staff made that request as Ridge is a busy street and having a mid-block crossing was not considered to be safe. Commissioner Isaac then asked for clarification on the lot orientation and setbacks. Mr. Mangum stated that staff considered Church Street to be the front yard and that the parking is within the 27 foot setback.

Chair Lewis stated that the parking would be considered an existing condition that cannot be expanded. Commissioner Halik responded that one could argue a different front yard setback.

Commissioner Goddard asked if there is a dire need for more domestic violence victim space, why is it limited to just the 3rd and 4th floors? Ms. Singer stated that the YWCA was hoping to keep a balance that is non-institutional and that would also require more staffing. Chair Lewis confirmed that what is proposed meets the need. Ms. Singer responded that is does.

Commissioner Sloss inquired about the distance from the building to the closest adjacent building. Mr. Schroeder responded that he did not know for certain. Mr. Mangum responded that the distance is approximately 60 feet.

Chair Lewis stated that the building is in an historic district and that demolition of the existing house was approved by the Preservation Commission. He then asked how that relates to the proposed building and how far back is it from Church Street? Mr. Bauer responded with clarification on where the historic district boundary is and compared the existing conditions to what is proposed.

Chair Lewis then inquired about the material palette. Mr. Bauer responded that there will be metal paneling on the addition and at the entry that is painted white. The overall façade of the development will be revisited.

Commissioner Halik stated that he has an issue with the site plan and mentioned the loading and trash being located next to adjacent homes. He also expressed concerns about the mechanical equipment. Mr. Bauer responded that placing the trash in the north lot does not make sense and that the building does not really have a backyard.
added that he has tried to figure out how the trucks could best maneuver on the site.

Mr. Bauer added that the site plan is presented differently from what is in the meeting packet. He mentioned that staff had concerns with access being off of Ridge and that currently the trash bins have no enclosure. Commissioner Isaac asked how many more bins are anticipated. Mr. Bauer responded that a 50% increase in bins is anticipated. There are currently 2 trash bins and 2 recycling bins.

Chair Lewis then made an announcement for the ability of homeowners within 1,000 feet of the proposed development to request a continuance. He then opened the hearing up to questions from the public. A total of 4 people asked questions, including the following:

- Dave Brannigan asked if the intent of the proposed fence to replace the brick wall and fence of the neighbor, if the current location of the trash will remain, and why his property does not have any landscaping relief. Mr. Bauer responded that all changes are intended to be on YWCA property and that additional trees and landscaping can be added. YWCA is working to confirm the trash location but it will likely be where it currently exists.

- Elizabeth Rack asked how the proposed development helps the historic district, how does the development not impact the surroundings as a planned development, and if it is possible to see renderings of other buildings along the Ridge and Asbury corridors. Mr. Bauer provided clarification on the district boundary and stated that the new entry is more welcoming. He added that the Preservation Commission had concluded that enough change had taken place to the house on the south lot that demolition had little impact. He then explained that there will be new landscaping, stormwater retention, new buildings and improved parking circulation. Renderings would need to be commissioned by the owner. Chair Lewis added that the mission of the YWCA could be considered a benefit of the proposed plans to the wider community.

- Tom Roland stated he appreciates movement of the trash enclosure and the Commission and staff working on the façade then asked what specifically will be changed, what the height of the separating wall will be, if there will be a study done to show renderings and impact, and studies regarding building orientation. Mr. Bauer explained that possible impact to the neighbors will be addressed. He added that the programming will not shrink and that as mentioned previously the team will be looking at materials and will revisit the wall height and various building orientations were looked at and considered.

Chair Lewis then asked for testimony from the public. A total of 6 people spoke and included the following comments:

- Mary McWilliams stated that the proposed addition lacks context with 1970's addition or the surrounding properties and that it looks more like a correctional facility. She also expressed disappointment in the approval for the house demolition and that there are other buildings constructed that respect
surrounding properties. She supports further work on the façade.

- Mr. Brannigan expressed that he is bothered by early trash pick-ups and that increased bins are a negative impact.
- Ms. Rack stated that she echoes Ms. McWilliams’ thoughts and added concerns regarding lighting levels and noise from the mechanical equipment, asking for clarification on how it will be mitigated.
- Mr. Roland stated that he appreciates the comments provided so far and that with the 19% increase in building space, an enhanced landscaping plan would be a good solution.
- Evelyn McGowan stated that she is happy that circulation is being addressed and that the existing house does not serve the shelter well. She added that echoing nearby historic structures does not always work and that a modern look works for new buildings that will stay for years.
- Joan Safford expressed concerns with the aesthetics of the rear building and tunneling connecting the buildings. She added that the district has lost contributing buildings and that changes can be made to better integrate the building into what exists.

Mr. Bauer responded to the comments saying that there is a repeated theme as it relates to aesthetics of the projects and that the YWCA intends to work with staff on the façade as well as the trash enclosure location and landscaping. A considerable amount of thought was put into the site and building orientation so it will likely not be changes.

Chair Lewis closed the public hearing and the Commission began deliberation.

Commissioner Isaac stated that he believes the project is a net positive but there are also some items that need more thought including landscaping to the west and trash pick-up. A condition should be added that trash pickup not before a certain time to address current issues and make sure there is no increase.

Commissioner Halik asked if the enclosure could be moved. He then stated that sound is an issue as our lighting issues but those can be mitigated. He added that the view from Asbury Ave, is important and the relationship between the two buildings is important. He suggested that the building be stepped back and that both color and materiality are important. He then expressed concerns that some zoning issues are being left to other committees, wondering if the group should come back to the Commission to present their changes.

Chair Lewis stated that the purpose of the Commission review is to provide a recommendation to the Council and there will be other opportunities to see the changes YWCA makes to the project.

Commissioner Goddard stated that Evanston is lucky to have the organization and that she supports the development but wishes it did not look as institutional.
Chair Lewis stated that he does not think the building should mimic what exists but should be sympathetic. He referenced the addition done by the Catholic School on Ridge Ave. and encouraged something similar to be the goal. He agreed that the front entry could be more sympathetic. He cannot see many deliveries being an issue but stated that the commission cannot see there will be no detrimental effects if neighbors will be affected.

The Commission then reviewed the relevant standards for approval for the planned development and found that it met most applicable standards, however, there was disagreement on #4 for Special Use and #7 regarding the demolition of the historic house.

Commissioner Halik expressed concern of meetings being close together with little change able to occur between. Plan Commission seemed to be doing the same thing. He believes the architects are good but should also listen to the neighbors. Commissioner Isaac stated that Council may approve the development even if the Commission votes to recommend approval.

Commissioner Dubin asked who determines when enough changes have been made and if the applicant will take comments made into account. She added that specific comments can be configured into conditions.

Commissioner Isaac stated that it is not uncommon to put authority into staff’s hands for more minor changes. He then inquired about the property to the north having a curb cut, stating that left turns do occur. Commissioner Sloss mentioned that a pork chop had been added at that curb cut to discourage that movement.

Commissioner Isaac made a motion to accept staff's recommendation of the planned development as presented with modification to the 1st condition to add “to the satisfaction of City staff” and the addition of the following conditions: Increasing landscaping on the west to the satisfaction of City staff and that the applicant be prohibited from scheduling trash pick-up before 9:00 AM. Commissioner Goddard seconded the motion. A roll call vote was taken and the motion passed, 5-1.

Ayes: Dubin, Goddard, Isaac, Lewis, Sloss
Nays: Halik

A brief recess was taken and the next agenda item’s hearing began at 9:32 PM
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
    Cade W. Sterling, Planner I

Subject: Ordinance 105-O-19, Application for Major Zoning Relief to expand a legally nonconforming structure at 3101 Central Street

Date: September 11, 2019

Recommended Action
City staff and the Zoning Board of Appeals recommend City Council adoption of Ordinance 105-O-19 granting major zoning relief to expand a legally nonconforming structure by constructing a 580 sq. ft. one-story garage bay enclosure. The applicant requests to expand the legally nonconforming use for an Automobile Repair Service Establishment and an Automobile Body Repair Establishment where said uses are not eligible permitted or special uses in the R4 General Residential District or an eligible Active Ground Floor Use in the oCSC Central Street Overlay District. The applicant also requests the addition of zero parking spaces where one additional parking space is required due to the expansion, for a total of 11 legal on-site parking spaces where 12 parking spaces are required.

Livability Benefits
Economy & Jobs: Retain and expand local businesses

Summary
3101 Central Street is located on the north side of Central Street and the west side of Lawndale Avenue within the R-4 General Residential District and Central Street Overlay District. The extant building is a circa 1920s vernacular one-part commercial brick front service station with a stepped Flemish parapet wall. The buildings west façade includes a small service bay addition at the buildings rear volume. The lot is served by a large parking lot with access from Central Street and Lawndale Avenue. The building is further served by access from the adjacent alley to the north.
Lakeside Auto Rebuilders proposes to expand a nonconforming use and nonconforming structure with a single-story service bay addition (580 sf) to the west elevation of the existing building. The addition will facilitate the businesses estimating service in a more efficient and safe environment, particularly in inclement weather. No additional services are being provided, and no expansion of service is proposed.

Due to the existing use and structure being non-conforming, any enlargement of the structure necessitates that the entire structure and the use thereof shall conform to all the regulations of the district in which it is located, including Chapter 16, “off-street parking and loading.” The existing off-street parking requirement is 11. The addition of the service bay necessitates an additional parking space, making the new requirement 12 when only 11 are provided. Although additional paved areas exist on the lots front yard, they do not meet the requirements for parking as outlined in Chapter 8 and Chapter 16 of the Zoning Ordinance.

The applicant has complied with all other zoning requirements and meets all of the standards for major variations for this district.
Legislative History:

Ordinance 27-0-87: On April 27, 1987, the City Council adopted Ordinance 27-0-87, granting the application of Vartkes Yegiyayan and Mari Yegiyayan for variations from the permitted use and non-conforming building structure and use regulations of the Zoning Ordinance to permit retention of the non-conforming building and non-conforming use thereof as a public garage, including body repair and painting, past the elimination date of December 2, 1985, subject to six conditions after the Board had considered and recommended the grant of variations proposed in Zoning Board case 86-27-V(R). The conditions noted in the Ordinance are as follows:

1. In the event the subject building on the subject property is either (a) damaged by fire or other casualty beyond 50% of the cost of restoring the building new, or (b) said building is otherwise removed from the premises, the variations granted herein shall terminate;

2. The use of the subject building shall be limited to a public garage including body repair and painting;

3. The existing pole sign on the premises shall be removed;

4. Equipment to control paint fumes emanating from the premises shall be installed and maintained by the applicant and any successor in interest authorized under Condition 5 below, and such equipment shall comply with the requirements of the Building Department, the Fire Department and the Federal and Illinois Environmental Protection Agency standards;

5. The variations granted herein shall terminate upon the transfer of ownership of the property to anyone other than Vartkes Yegiyayan, Mari Yegiyayan, Anni Yegiyayan Tokat or Sarkis Tokat or the survivor of them, or upon the cessation of operations of the public garage business by Sarkis Tokat; and

6. A covenant of agreement to the above terms and conditions shall be prepared by the applicant for review by the City Law Department, and upon approval, shall be executed and recorded by the applicant with a copy of said recorded covenant furnished to the Law Department of the City and the Department of Building and Zoning.

The covenant required in Condition 6 above was recorded as document 87-359274 and was received by the Building and Zoning Department on July 13, 1987.

June 18, 2019: The ZBA recommended unanimous approval for the requested zoning relief with the following conditions.
1. The project shall be developed in substantial compliance with the documents and testimony on record;

2. In the event the subject building on the subject property is either (a) damaged by fire or other casualty beyond 50% of the cost of restoring the building new, or (b) said building is otherwise removed from the premises, the variations granted herein shall terminate;

3. The use of the subject building shall be limited to a public garage including body repair and painting;

4. Equipment to control paint fumes emanating from the premises shall be installed and maintained by the applicant and any successor in interest authorized under Condition (F) below, and such equipment shall comply with the requirements of the Building Department, the Fire Department and the Federal and Illinois Environmental Protection Agency standards;

5. The Applicant shall landscape and beautify the portion of the Subject Property at the corner of Lawndale Avenue and Central Street in substantial compliance with the documents and testimony on record.

   - Note: City Staff encouraged additional landscaping to provide an adequate pedestrian buffer between the existing parking lot and the adjacent sidewalk extending from the eastern edge of the existing curb cut off Central Street, and continuing east to the edge of the sidewalk and curb-cut off Lawndale Avenue. However, several neighboring property owners, and the applicant requested the 9' triangle at the corner only. The proposed plant material should withstand road salt.

Attachments
Proposed Ordinance 105-O-19
August 27, 2019 Draft ZBA Meeting Minutes Excerpt
ZBA Findings
Additional Public Comment
August 27, ZBA Packet
105-O-19

AN ORDINANCE

Granting Major Variations at
3101 Central Street in the R4 General Residential Zoning District and
oCSC Central Street Overlay District

WHEREAS, Lakeside Auto Rebuilders Inc., (the “Applicant”), owner of the
property commonly known as 3101 Central Street (the “Subject Property”), located
within the R4 General Residential Zoning District and the oCSC Central Street Overlay
District and legally described in Exhibit A, attached hereto and incorporated herein by
reference, submitted an application seeking approval of Major Variations to construct a
five hundred and eighty (580) square foot on-story garage bay enclosure; expand the
legally nonconforming use for an Automobile Repair Service Establishment and an
Automobile Body Repair Establishment, and granting related zoning requirements
imposed by Subsections 6-16-3-5, Table 16-B of Title 6 of the Evanston City Code of
2012, as amended (“the Zoning Code”); and

WHEREAS, the Applicant requests the following Major Variations related
to the Subject Property:

(1) To expand a legally nonconforming structure, Lakeside Auto Rebuilders, by
constructing a five hundred and eighty (580) square foot one-story garage bay
enclosure where the expansion of a legally nonconforming use is not permitted
without approval of a Major Variation pursuant to Zoning Code Subsections 6-6-
4-4 and 6-6-4-5;
(2) To expand the legally nonconforming use for an Automobile Repair Service Establishment and an Automobile Body Repair Establishment where said uses are not eligible permitted or special uses in the R4 General Residential District pursuant to Zoning Code Sections 6-8-5-2 and 6-8-5-3, or an eligible Active Ground Floor Use in the oCSC Central Street Overlay District pursuant to Zoning Code Section 6-15-14-7;

(3) To add zero (0) parking spaces to the current total of eleven (11) where one additional parking space is required pursuant to Zoning Code Section 6-16-3-5 Table 16-B.

WHEREAS, on August 27, 2019, the Zoning Board of Appeals ("ZBA"), pursuant to proper notice, held public hearings in case no. 19ZMJV-0076 to consider the application, received testimony, and made written records and findings that the application met the standards for Major Variations set forth in Subsection 6-3-8-12(E) of the Zoning Code and recommended City Council denial thereof; and

WHEREAS, at its meeting on September 23, 2019, the Planning and Development ("P&D") Committee of the City Council considered the ZBA’s recommendation, and recommended City Council approve the Major Variations, as requested; and

WHEREAS, at its meetings of September 23, 2019, and October 14, 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-0076 and described hereinabove.

SECTION 3: The Major Variations approved hereby are as follows:

(A) To permit the expansion of a legally nonconforming structure by allowing the construction of a five hundred and eighty (580) square foot one-story garage bay enclosure;

(B) To permit the expansion the legally nonconforming use for an Automobile Repair Service Establishment and an Automobile Body Repair Establishment where said uses are not eligible permitted or special uses in the R4 General Residential District (Zoning Code Sections 6-8-5-2 & 6-8-5-3) or an eligible Active Ground Floor Use in the oCSC Central Street Overlay District (Zoning Code Section 6-15-14-7)

(C) To permit an increase of zero (0) additional parking spaces for a total of eleven (11) on-site parking spaces on the Subject Property. Table 16-B of Subsection 6-16-3-5 requires one (1) additional parking space.

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) **Continued Use after Damage:** In the event the subject building on the subject property is either (a) damaged by fire or other casualty beyond 50% of the cost of restoring the building new, or (b) said building is otherwise removed from the premises, the variations granted herein shall terminate;
(C) **Use Limitations:** The use of the subject building shall be limited to a public garage including body repair and painting;

(D) **Environmental Standards:** Equipment to control paint fumes emanating from the premises shall be installed and maintained by the applicant and any successor in interest authorized under Condition (F) below, and such equipment shall comply with the requirements of the Building Department, the Fire Department and the Federal and Illinois Environmental Protection Agency standards;

(E) **Landscaping:** The Applicant shall landscape and beautify the portion of the Subject Property at the corner of Lawndale Avenue and Central Street in substantial compliance with the documents and testimony on record.

(F) **Termination:** The variations granted herein shall terminate upon the transfer of ownership of the property to anyone other than Vartkes Yegiyayan, Mari Yegiyayan, Anni Yegiyayan Tokat or Sarkis Tokat or the survivor of them, or upon the cessation of operations of the public garage business by Sarkis Tokat; and

(G) **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
Approved:___________________, 2019

Adopted:___________________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:_______________________________
Devon Reid, City Clerk

Approved as to form:

_______________________________
Michelle L. Masoncup, Corporation Counsel
EXHIBIT A

Legal Description

The East 128 feet of Lot 2 in Henry Wittbold's Subdivision of the South 47 feet of Lots 5 and 8 and that part of Lot 7 lying East of the West 247.50 feet thereof all in that part of the East 1/2 lying South of Gross Point Road of the County Clerk's Division of Fractional Section 33, Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

PIN: 05-33-425-032-0000

Commonly Known As: 3101 Central Street, Evanston, Illinois.
In the case of

**Case Number:** 19ZMJV-0076

**Address or Location:** 3101 Central Street

**Applicant:** Lakeside Auto Rebuilders Inc.,

**Proposed Zoning Relief:** Expand a legally nonconforming use and legally nonconforming structure. The applicant also requests the addition of zero parking spaces where one additional space is required.

After conducting a public hearing on August 27, 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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<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;  

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<th>Met</th>
<th>Not Met</th>
<th>7-0</th>
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(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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<th>Not Met</th>
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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

Conditions:

1. The project shall be developed in substantial compliance with the documents and testimony on record.

2. In the event the subject building on the subject property is either (a) damaged by fire or other casualty beyond 50% of the cost of restoring the building new, or (b) said building is otherwise removed from the premises, the variations granted herein shall terminate;

3. The use of the subject building shall be limited to a public garage including body repair and painting;

4. Equipment to control paint fumes emanating from the premises shall be installed and maintained by the applicant and any successor in interest authorized under Condition (F) below, and such equipment shall comply with the requirements of the Building Department, the Fire Department and the Federal and Illinois Environmental Protection Agency standards;

5. The Applicant shall landscape and beautify the portion of the Subject Property at the corner of Lawndale Avenue and Central Street in substantial compliance with the documents and testimony on record.

Attending:  

Violetta Cullen  

Jill Zordan  

Lisa Dziekan  

Kiril Mirintchev

Vote:  

Aye  

No  

___X___  

___X___  

___X___  

___X___
MEETING MINUTES
ZONING BOARD OF APPEALS
Tuesday, August 27, 2019
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Myrna Arevalo, Kiril Mirintchev,
Violetta Cullen, Jill Zordan, Scott Gingold, Mary McAuley

Members Absent: none

Staff Present: Scott Mangum

Presiding Member: Violetta Cullen

Declaration of Quorum
With a quorum present, Vice Chair Cullen called the meeting to order at 7:07 p.m.

3101 Central St.          19ZMJV-0076
Lakeside Auto Rebuilders Inc., submits for major zoning relief to expand a legally nonconforming use and a legally nonconforming structure, Lakeside Auto Rebuilders, to construct a 580 sq. ft. one-story garage bay enclosure (Zoning Code Sections 6-6-4-4 & 6-6-4-5). The applicant requests to expand the legally nonconforming use for an Automobile Repair Service Establishment and an Automobile Body Repair Establishment where said uses are not eligible permitted or special uses in the R4 General Residential District (Zoning Code Sections 6-8-5-2 & 6-8-5-3) or an eligible Active Ground Floor Use in the oCSC Central Street Overlay District (Zoning Code Section 6-15-14-7). The applicant also requests the addition of zero parking spaces where one additional parking space is required due to the expansion, for a total of 21 on-site parking spaces where 28 parking spaces are required (Zoning Code Section 6-16-3-5- Table 16 B). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Mr. Mangum read the case into the record.

Chris Canning, applicant/attorney, explained the proposal:

- “Major Variations” are not considerable, continuation of existing business that is legally nonconforming is at issue.
- The business operates on an appointment basis to control parking on site.

Mr. Mangum explained staff and DAPR recommends additional landscaping bordering the front and street side yards of the property, especially at the southeast corner of the property.
The applicant explained employee parking is adjacent to the alley; additional cars are inside the building in repair bays; there is no need for 12 outside parking spaces (the lot is never completely filled); less landscaping is preferred.

Ms. Dziekan asked if the facility produces odors and fumes, and the applicant responded painting is done in the existing spray booth but there will be no additional fumes due to the expansion - that will only be used for estimating. The existing spray booth is in compliance with regulations but some odor does escape.

Mryna Arevalo noted the current site plan shows a total of 13 parking spaces where 11 are required so is a parking variation no longer requested? The applicant clarified the original site plan did not have any vehicle striping, but was requested by the DAPR Committee so once striping was added the updated site plan shows 13 parking spaces.

Board Members discussed the implications of re-striping the parking lot to compliantly show 12 parking spaces, which would mean a parking variation is not needed and the case for zoning relief should be renoticed with the ZBA as the final determining body.

Derek Blakely, 3110 Central St., stated he enjoys living across the street from the business because the business is run sensitively to the surrounding neighborhood and provides great service at reasonable prices. This business should be allowed to expand. The parking lot should not be striped because that would detract from blending into the surrounding neighborhood.

Mr. Mangum stated if the parking variation is no longer needed, testimony should be heard for neighbors who attended the meeting, but the case must be re-noticed with ZBA as the final determining body similar to what was done with 2211 Maple Ave.

Laura Mills, 2620 Lawndale Ave. directly behind the business, supports the proposal.

Mary Enda Tookey, 3106 Hartzell St., supports the proposal and is opposed to striping the lot which would not be aesthetically pleasing.

Charles Cross, 3106 Central St., stated the business is a nice neighbor and the building addition will decrease the activity outside. Mr. Cross is opposed to striping of the parking lot, which would look like a Walmart parking lot if striped. Also, the landscape barrier staff wants will not survive the salt and will end up looking worse.

Don Brown, 3108 Central St., agreed that the business is an excellent neighbor and the variations should be granted. The striping should not be done and additional landscaping will not survive. There are large landscape pots against the building that look nice.

Gerald Rolling, 3029 Central St., commends the business for its cleanliness and supports the variations requested.

Mr. Gingold suggested the ZBA vote on a recommendation for the case assuming the parking variation is correctly noticed and is needed, and that if staff determines the
parking variation is incorrect and not needed, then the case can be re-noticed at that point, but if the parking variation is needed then the case is still on track as planned.

The applicant agreed and urged the Board to move forward as originally planned.

Deliberation:

Mr. Mangum clarified that based on additional information provided by staff, the updated site plan shows parking spaces that do not legally count as parking spaces since they are located in the required front yard and were not originally compliant parking spaces. Without those spaces counted, the applicant has 11 spaces where 12 are required and needs the parking variation.

Mr. Gingold asked the Board whether striping should be included in the recommendation or not, and Ms. McAuley stated it should not be required since the applicant and neighbor’s do not want it. The Board discussed whether additional landscaping should be required and whether it should be required along the entire street frontage or only at the corner.

The Board reviewed existing conditions listed in the previous governing ordinance.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes

Mr. Gingold motioned to recommend approval of the proposal, which was seconded by Ms. Dziekan and unanimously recommended for approval with the conditions that the corner of the property be landscaped/beautified (but not all the way down Central St.), parking lot striping is not required, conditions from the 1987 variation as stated by DAPR are carried forward, and the project be done in substantial compliance with the documents and testimony on record.

The meeting adjourned at 11:40 pm.
Violetta Cullen, Chair
Zoning Board of Appeals
c/o Melissa Klotz, Zoning Administrator
Community Development Department
City of Evanston
2100 Ridge Avenue, EVANSTON, IL. 60201

Dear Ms. Cullen

I am writing to present my position(s) with respect to Lakeside Auto Rebuilders. I plan to attend the hearing but in case I am indisposed I hereby write out my positions.

1. I have found Lakeside to be a responsible and unobtrusive neighbor. They carefully manage the arrival and departure of vehicles for service and the placement and movement of vehicles within the property footprint, including after service hours

2. They maintain a clean property; they scrupulously tidy up at the end of every working day [if you have spent any time around transportation facilities you will have seen that some are not easily distinguishable from a junk yard – that is not Lakeside]. As for the idea of striping the property, I cannot see any obvious purpose – if the implementation of same means such as garish yellow lines on the forecourt this can only serve as an eye-catcher to draw attention to a property which has been kept discreetly inconspicuous by the conscientiousness of the owners/operators

3. The business itself is the kind of entrepreneurship/enterprise that any community should be pleased to have. It ain’t broke, so don’t fix it. In the current economic landscape it has become clear that bricks&mortar retail is not any longer the great and universal panacea it once was

Yours sincerely,

F. Gerald Rawling

1171 of 1253
3101 Central Street Major Variations - #19ZMJV-0076

1 message

Laura Mills <Laura.Mills@amtrustgroup.com>  
To: "mklotz@cityofevanston.org" <mklotz@cityofevanston.org>  
Mon, Aug 26, 2019 at 12:09 PM

Dear Melissa,

Thank you for taking the time to talk to me today. As we discussed, I live at 2620 Lawndale Avenue, directly behind Lakeside Auto Rebuilders. I am planning on attending tomorrow evening’s hearing. But in case I can’t attend or don’t get a chance to be heard, I wanted to let you know that I do not object to the property owner’s proposed construction of a 580 sq ft one-story garage bay enclosure. If you have any questions, I can be reached by text or phone at (847) 542-9426.

Best regards,

Laura A. Mills, Esq.  
Claims Counsel  
AmTrust North America  
233 N. Michigan Ave., Suite 1200  
Chicago, Illinois 60601  
312.577.6681 office  
Laura.Mills@amtrustgroup.com  
www.amtrustnorthamerica.com

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Cade Sterling <csterling@cityofevanston.org>
To: Melissa Klotz <mklotz@cityofevanston.org>

FYI

Cade W. Sterling
Planner
Community Development Department
Planning & Zoning Division
Lorraine H. Morton Civic Center
City of Evanston

2100 Ridge Ave | Evanston, IL 60201 | (847) 448-8231
csterling@cityofevanston.org | cityofevanston.org

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---------- Forwarded message ----------
From: justin froelich <justinfroelich@gmail.com>
Date: Tue, Aug 27, 2019 at 11:04 AM
Subject: ZONING PROJECT FOR LAKESIDE AUTO
To: <csterling@cityofevanston.org>

Good Morning,

ATTN
Violetta Cullen, Chair
Zoning Board of Appeals
c/o Melissa Klotz
Zoning Administrator
Community Development Department

My name is Justin Froelich. My family and I are direct neighbors to Lakeside Auto (3115 Central St, Evanston, IL 60201) Armen has been a fantastic next door neighbor over the last 4 years. When we heard the recommendation that they should stripe the parking lot I felt it necessary to write this email. We see Lakeside Auto's lot from our dinning room, bathroom and bedrooms. He's done a amazing job over the years of keeping cars out of sight and ensuring the business really melds into the surrounding neighborhood. If Lakeside Auto is required to stripe the lot then it'll create a eyesore for us but will also be contradictory to everything they've done in the past to merge their business into this great neighborhood. Please don't require Lakeside Auto to stripe their lot.

If you need additional information/insight please let me know and thank you for your time.

Justin Yutaka Froelich
Owner/resident
3115 central St, Evanston, IL 60201
For City Council Meeting of September 23, 2019
Ordinance 106-O-19, Special Use Permit for Daycare Center 1245 Hartrey Avenue
For Introduction

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
Cade W. Sterling, Planner I

Subject: Ordinance 106-O-19, Granting a Special Use Permit for Daycare Center – Domestic Animal, and Kennel at 1245 Hartrey Avenue

Date: September 11, 2019

Recommended Action
The Zoning Board of Appeals and City staff recommend City Council adoption of Ordinance 106-O-19 granting special use approval for a Daycare Center – Domestic Animal, and a special use for a Kennel, for Unleashed in Evanston, in the I2 General Industrial District. The applicant has complied with all zoning requirements, and meets all of the standards of a special use for this district.

Livability Benefits
Economy & Jobs: Retain and expand local businesses

Summary
1245 Hartrey Avenue is located on the east side of Hartrey Avenue between Dempster Street to the north and Greenleaf Street to the south, in the I2 General Industrial District. It is a large multi-tenant structure with frontage on both Dempster Street and Hartrey Avenue. The entrance to the tenant space will be on the east side of the building and vehicular parking spaces accessed from Dempster Street.

The applicant currently operates Unleashed in Evanston at 1908 Greenwood Street as a Daycare Center – Domestic Animal, and Kennel. The applicant proposes to expand Unleashed in Evanston, from its current location, where it is also a special use, to a second location at 1245 Hartrey Avenue. The business will operate Monday – Friday from 7:00am to 7:00 pm and occasional weekends to facilitate training classes, no later than 9:00 pm. The business operates with three to four employees typically, and one to three during evening training sessions and overnight boarding. The business will have six dedicated parking spaces for customers at 2000 Dempster Street, near the customer entrance on the east side of the building, and will utilize up to an additional 6 spaces for
employees at the 2200 Dempster Street parking lot. There are typically 45 daycare clients each day, 10-20 clients per day for training classes, and a maximum of 75 dogs boarded overnight during peak days. Most customers park for a limited time, to drop off their animals. The property features 342 parking spaces, of which 164 are available for customers and guests of the various businesses. The business will require all owners to have their dogs on leash as they bring them in and out of the facility.

There are no changes to the exterior façade anticipated other than signage to direct clients from Dempster Street to the parking area, and from the parking area to the main entrance.

Revised Site Plan

Comprehensive Plan
The Evanston Comprehensive General Plan encourages the utilization of vacant and underutilized commercial spaces to provide needed services to the community and encourage economic vitality. The Comprehensive Plan specifically includes:

Objective: Promote the growth and redevelopment of business, commercial, and industrial areas.

Objective: Retain and attract businesses in order to strengthen Evanston’s economic base.
A special use for Daycare – Domestic Animal, and a Kennel at 1245 Hartrey Avenue will allow an existing business in Evanston to expand and use an otherwise vacant large industrial/commercial space along a major street.

**Legislative History**
August 27, 2019: The ZBA unanimously recommended approval of the special use for a Daycare – Domestic Animal, and special use for a Kennel – Unleashed In Evanston subject to the following conditions:

1. Substantial compliance with the documents and testimony on record.

2. The Applicants shall install soundproofing materials in the building in substantial compliance with the documents presented at ZBA and the testimony on record.

**Attachments**
Proposed Ordinance 106-O-19
ZBA Findings
July 27, 2019 ZBA Draft Meeting Minutes Excerpt
ZBA Packet – July 27, 2019
106-O-19

AN ORDINANCE

Granting a Special Use Permit for a Domestic Animal Daycare Center and Kennel Located at 1245 Hartrey Avenue in the I2 General Industrial District

WHEREAS, the Zoning Board of Appeals ("ZBA") met on August 27, 2019, pursuant to proper notice, to consider case no. 19ZMJV-0070, an application filed by Becky Trisko and Meaghan Tower (the "Applicants"), potential lessee of the property legally described in Exhibit A, attached hereto and incorporated herein by reference, commonly known as 1245 Hartrey Avenue (the "Subject Property") and located in the I2 General Industrial District, for a Special Use Permit to establish, pursuant to Subsection 6-14-3-3 of the Evanston City Code, 2012, as amended ("the Zoning Ordinance"), a daycare center—domestic animal and kennel, on the Subject Property; and

WHEREAS, the ZBA, after hearing testimony and receiving other evidence, made a written record and written findings that the application for a Special Use Permit for a daycare center—domestic animal and kennel met the standards for Special Uses in Section 6-3-5-10 of the Zoning Ordinance and recommended City Council approval thereof; and

WHEREAS, at its meeting of September 23, 2019, the Planning and Development Committee of the City Council ("P&D Committee") considered the ZBA's record and findings and recommended the City Council accept the ZBA's recommendation and approve the application in case no. 19ZMJV-0070; and
WHEREAS, at its meetings on September 23, 2019, and October 14, 2019, the City Council considered and adopted the respective records, findings, and recommendations of the ZBA and P&D Committee, as amended,

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

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

SECTION 2: The City Council hereby approves the Special Use Permit for a daycare center—domestic animal and kennel on the Subject Property as applied for in case no. 19ZMJV-0070.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council hereby imposes the following conditions on the Applicants’ Special Use Permit, violation of any of which shall constitute grounds for penalties or revocation of said Permit pursuant to Subsections 6-3-5 of the Zoning Ordinance:

A. Compliance with Applicable Requirements: The Applicants shall develop and use the Subject Property in substantial compliance with: all applicable legislation; the Applicants’ testimony and representations to the ZBA, the P&D Committee, and the City Council; and the approved plans and documents on file in this case.

B. Soundproofing: The Applicants shall install soundproofing materials in the building in substantial compliance with the documents presented at ZBA and the testimony on record.

C. Recordation: Before it may operate the Special Use authorized by the terms of this ordinance, the Applicants shall record, at its cost, a certified copy of this ordinance with the Cook County Recorder of Deeds.

SECTION 4: When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicants” shall be read as “Applicants’ agents, assigns, and successors in interest.”
SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 8: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _________________, 2019
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

LOTS 1,2,3 AND THE NORTH HALF OF LOT 4; LOT 23 (EXCEPT THE SOUTH 7 FEET THEREOF) AND ALL OF LOT 24 TOGETHER WITH THE VACATED ALLEY LYING BETWEEN SAID LOTS 1,2,3 AND LOTS 22, 23, AND 24; ALSO VACATED CRAIN STREET LYING NORTH OF AND ADJOINING SAID LOTS 1 AND 24; AND ALL OF VACATED GREY AVENUE LYING EAST OF AND ADJOINING SAID LOTS 1,2,3 AND THE NORTH 1/2 OF LOT 4 AND LYING WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY, ALL IN BLOCK 2 OF GROVER AND PITNER'S ADDITION TO EVANSTON, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PINS: 10-24-103-001-0000

COMMONLY KNOWN AS: 1245 Hartrey Avenue, Evanston, Illinois.
In the case of

Case Number: 19ZMJV-0070
Address or Location: 1245 Hartrey Avenue
Applicant: Becky Trisko and Meaghan Tower
Proposed Special Use: Establishment of a Daycare Center – Domestic Animal, and Kennel – Unleashed In Evanston

After conducting a public hearing on August 27, 2019, the Zoning Board of Appeals makes the following findings of fact, reflected in the audio-visual recording of the hearings, based upon the standards for special uses specified in Section 6-3-5-10 of the Zoning Ordinance:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Finding</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) It is one of the special uses specifically listed in the zoning ordinance;</td>
<td>X Met</td>
</tr>
<tr>
<td></td>
<td>Not Met</td>
</tr>
<tr>
<td></td>
<td>Vote 7-0</td>
</tr>
<tr>
<td>(B) It is in keeping with purposes and policies of the adopted comprehensive general plan and the zoning ordinance as amended from time to time;</td>
<td>X Met</td>
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<tr>
<td></td>
<td>Not Met</td>
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<td></td>
<td>Vote 7-0</td>
</tr>
<tr>
<td>(C) It will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the city as a whole;</td>
<td>X Met</td>
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<tr>
<td></td>
<td>Not Met</td>
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<td></td>
<td>Vote 7-0</td>
</tr>
<tr>
<td>(D) It does not interfere with or diminish the value of property in the neighborhood;</td>
<td>X Met</td>
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<td></td>
<td>Not Met</td>
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<tr>
<td></td>
<td>Vote 7-0</td>
</tr>
<tr>
<td>(E) It can be adequately served by public facilities and services</td>
<td>( \text{X} ) Met \hspace{1em} ( \text{Not Met} ) \hspace{2.5em} Vote 7-0</td>
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<tr>
<td>(F) It does not cause undue traffic congestion;</td>
<td>( \text{X} ) Met \hspace{1em} ( \text{Not Met} ) \hspace{2.5em} Vote 7-0</td>
</tr>
<tr>
<td>(G) It preserves significant historical and architectural resources;</td>
<td>( \text{X} ) Met \hspace{1em} ( \text{Not Met} ) \hspace{2.5em} Vote 7-0</td>
</tr>
<tr>
<td>(H) It preserves significant natural and environmental features; and</td>
<td>( \text{X} ) Met \hspace{1em} ( \text{Not Met} ) \hspace{2.5em} Vote 7-0</td>
</tr>
<tr>
<td>(I) It complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation.</td>
<td>( \text{X} ) Met \hspace{1em} ( \text{Not Met} ) \hspace{2.5em} Vote 7-0</td>
</tr>
</tbody>
</table>

and, based upon these findings, and upon a vote

\( \text{7} \) in favor & \( \text{0} \) against

Recommends to the City Council

\( \text{X} \) approval with conditions specifically:

1. Substantial compliance with the documents and testimony on record.
2. The Applicants shall install soundproofing materials in the building in substantial compliance with the documents presented at ZBA and the testimony on record.

<table>
<thead>
<tr>
<th>Attending:</th>
<th>Vote:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( \text{X} ) Violetta Cullen</td>
<td>( \text{Aye} ) \hspace{1em} ( \text{X} ) \hspace{2em} ( \text{No} ) \hspace{1em} ( \text{X} )</td>
</tr>
<tr>
<td>( \text{X} ) Myrna Arevalo</td>
<td>( \text{X} ) \hspace{2em} ( \text{X} )</td>
</tr>
<tr>
<td>( \text{X} ) Scott Gingold</td>
<td>( \text{X} ) \hspace{2em} ( \text{X} )</td>
</tr>
<tr>
<td>( \text{X} ) Jill Zordan</td>
<td>( \text{X} ) \hspace{2em} ( \text{X} )</td>
</tr>
<tr>
<td>( \text{X} ) Lisa Dziekan</td>
<td>( \text{X} ) \hspace{2em} ( \text{X} )</td>
</tr>
<tr>
<td>( \text{X} ) Mary McAuley</td>
<td>( \text{X} ) \hspace{2em} ( \text{X} )</td>
</tr>
<tr>
<td>( \text{X} ) Kiril Mirintchev</td>
<td>( \text{X} ) \hspace{2em} ( \text{X} )</td>
</tr>
</tbody>
</table>
Meeting Minutes
Zoning Board of Appeals
Tuesday, August 27, 2019
7:00 PM
Civic Center, 2100 Ridge Avenue, Council Chambers

Members Present: Lisa Dziekan, Myrna Arevalo, Kiril Mirintchev, Violetta Cullen, Jill Zordan, Scott Gingold, Mary McAuley

Members Absent: none

Staff Present: Scott Mangum

Presiding Member: Violetta Cullen

Declaration of Quorum
With a quorum present, Vice Chair Cullen called the meeting to order at 7:07 p.m.

New Business
1245 Hartrey Ave. 19ZMJV-0070
Becky Trisko & Meaghan Tower, potential lessees, submit for a special use for Daycare Center – Domestic Animal, and a special use for a Kennel, for Unleashed in Evanston, in the I2 General Industrial District (Zoning Code Section 6-14-3-3). The Zoning Board of Appeals makes a recommendation to City Council, the determining body for this case.

Mr. Mangum read the case into the record.

The applicant explained the proposal:
- Submitted Exhibit 1, a revised site plan that shows traffic circulation on the property.
- Existing business, Unleashed of Evanston, is at 1908 Greenwood St.
- Noted the entrance to the space is in the rear with the 2000 Dempster St. address, but it is the same property as 1245 Hartrey Ave.
- Operational details: training classes and daycare on weekdays and weekends, and overnight kennel boarding.
- Sound attenuating measures will be taken including a drop ceiling where the kennels are and extra soundproofing on the walls.
- Outdoor exercise area for the dogs in the rear and will have artificial turf.
- Entrance is in the rear near Temperance and there are dedicated parking spaces by the door for drop offs. Some customers will park and stay for an hour for training classes.
- Employees can park in the west Hartrey lot that is further away if necessary, but there should be enough parking near the entrance. The business shouldn’t ever need more than 12 parking spaces (6 for guests and 6 for employees).
- 40-45 daycare dogs; 75 dogs maximum at once including the kennel.
- Dog waste is put in a dumpster daily.

Ms. McAuley asked if the proposed space is contiguous to the ETHS classrooms, and property owner Reed Beidler explained there is a buffer area between the two spaces, which will likely be used for warehousing.

Ms. Dziekan stated she was on a 6 month waitlist for this use so there is definitely a market for it.

Mr. Beidler stated he has talked to the other tenants of the building about the proposal. Mr. Beidler explained there are 11 tenants in the building and over 300 parking spaces on site. A few parking spaces in front of each tenant doors are designated for drop offs, but the rest of the property does not feature dedicated parking for each specific business.

Karena Bierman, 1218 Hartrey Ave., stated concerns over access from Hartrey but was glad to hear the access and entry will be from Dempster St. near Temperance, odor of dog urine, other uses with children and other sensitive needs, consider speed bump on Hartrey Avenue.

Deliberation:

Ms. McAuley expressed support for the project and noted the property is zoned industrial.

Mr. Gingold agreed, with commitment to soundproof the area. Ms. Dziekan and Ms. Arevalo noted their support.

Mr. Mirinchev stated his support and noted speed bumps would be helpful. Mr. Mangum stated the speed bump issue is not within the purview of the ZBA and cannot be required.

Ms. Zordan stated her support and appreciates the considerations that have been made to adjacent users.

Standards:

1. Yes
2. Yes
3. Yes
4. Yes
5. Yes
6. Yes
7. Yes
8. Yes
9. Yes

Mr. Gingold motioned to recommend approval of the proposal, which was seconded by Ms. McAuley and unanimously recommended for approval with the conditions that the
rooms are soundproofed as shown on site plan, and that the project be done in substantial compliance with the documents and testimony on record.

The meeting adjourned at 11:40 pm.
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
Michael Griffith, Development Planner

Subject: Ordinance 114-O-19, Granting a Special Use Permit for a Planned Development Located at 1012-1018 Church Street in the D3 Downtown Core Development District

Date: September 12, 2019

Recommended Action:
The Plan Commission and staff recommend adoption of Ordinance 114-O-19 for approval of a Special Use for a Planned Development in the D3 Downtown Core Development District to construct a 3-story, 37,800 square foot Cultural Facility, a live theater performance venue, with a 289-seat main stage and a building height of 41 feet.

The development includes site development allowances for the following:
- Number of parking spaces: 0 spaces where 32 are required.
- Street frontage property line setback: 2 feet at the first floor where 0 feet is required up to a minimum building height of 24 feet but not more than 42 feet.

Livability Benefits:
Economy & Jobs: Expand job opportunities
Education, Arts & Community: Incorporate arts and cultural resources; Support social and cultural diversity

Background:
The applicant is proposing to construct a 3-story (41 feet high), 37,800 square foot Cultural Facility, a live theatre performing arts center. The facility will include a 289-seat main stage theatre auditorium, public lobby with cafe and lounge area, multi-purpose rehearsal hall, roof top deck, theatre support spaces, administrative offices and an on-site box office.

A Cultural Facility is a permitted use in the D3 zoning district.
The surrounding zoning and land uses to the site include:

- North: D3 Downtown Core Development District - Office
- South: D2 Downtown Retail Core District - Commercial - restaurant, retail goods, and animal hospital.
- East: D3 Downtown Core Development District - Mixed-use, ground floor retail with residential above.
- West: D3 Downtown Core Development District - Office, Commercial - dry cleaner, Residential.
Northlight Theatre – level 1 floor plan
Site Layout:
The site is located on the south side of Church Street, mid-block between Oak Avenue and Maple Avenue, and is bounded by a 10-foot wide alley to the west and a 20-foot wide alley to the south.

At the southwest corner of the site is The Barn restaurant. The portion of the structure housing The Barn and their outdoor patio will remain, the remaining structures will be demolished to make way for the new building. The Barn will not be physically connected to the new building.

On the south side of Church Street, there is a protected bike lane adjacent to the street curb separated from the vehicular travel lanes by on-street parking. The applicant proposes eliminating two on-street spaces in front of the proposed building to increase visibility to the entrance of the theatre. Staff does not support removal of those parking spaces in order to protect the bike lane from traffic.

An on-street drop-off location is proposed on the east side of Oak Avenue just south of the intersection with Church Street, an additional on-street drop-off location exists on Maple Avenue just south of Church Street, both locations are intended to avoid patrons being dropped off in front of the theatre which could create conflicts with vehicular traffic on Church Street and bicyclists in the bike lane. Staff will continue to work with the applicant to manage a multi-modal transportation plan to the theatre.

The main entrance to the theatre is located at the northwest corner of the proposed building. A second entrance is proposed at the southwest corner of the building off the alley that runs along the west side of the site. The plan includes canopies at these entrances that extend into the Church Street and alley right-of-ways.

The plan includes 4 bike racks along Church Street, each rack to accommodate 2-4 bikes, and a bike rack accommodating 11 bikes at the rear of the building for employees.

The loading dock and refuse areas are located off the alley on the south side of the site. The proposed loading dock is 13 feet wide and over 60 feet long. The applicant states most of the loading dock activity will be loading-in and loading-out sets for approximately 6 shows a year. The trucks used are 24-feet long. The Barn and their outdoor dining area, the area immediately to the west of the refuse area, will be screened by a 10-foot tall masonry wall. The refuse area will be used by both Northlight Theatre and The Barn.

The plan provides a 2-foot wide landscape strip at grade along the street frontage of the proposed building and three new street trees along Church Street. The tree species and caliper size is subject to Public Works Agency review.
Northlight Theatre - site/landscape plan
Planned Development:
The applicant is requesting special use approval for a Planned Development to construct the 37,800 square feet Cultural Facility. The proposed building meets the bulk requirements of the D3 District, with the exception of the front setback.

<table>
<thead>
<tr>
<th>1012-1018 Church Street Zoning Requirements</th>
<th>Required / Max. Permitted</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>0 feet</td>
<td>2 feet</td>
</tr>
<tr>
<td>Front setback (north)</td>
<td>0 feet</td>
<td>(at the first floor)</td>
</tr>
<tr>
<td>Side setback (west)</td>
<td>0 feet</td>
<td>0 feet</td>
</tr>
<tr>
<td>Side setback (east)</td>
<td>0 feet</td>
<td>0 feet</td>
</tr>
<tr>
<td>Rear setback (south)</td>
<td>0 feet</td>
<td>0 feet</td>
</tr>
<tr>
<td>Height</td>
<td>85 feet</td>
<td>41 feet</td>
</tr>
<tr>
<td>FAR</td>
<td>4.5</td>
<td>1.47</td>
</tr>
<tr>
<td></td>
<td>96,664.5 square feet</td>
<td>31,641 square feet (Includes The Barn)</td>
</tr>
<tr>
<td>Loading Dock(s)</td>
<td>1 long</td>
<td>1 long</td>
</tr>
</tbody>
</table>

The applicant is requesting approval of the following site development allowances:

<table>
<thead>
<tr>
<th>1012-1018 Church Street Site Development Allowances</th>
<th>Required / Max. Permitted</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td>Street frontage setback</td>
<td>0 feet from the street frontage property line at the first floor, minimum building height of 24 feet but not more than 42 feet</td>
<td>2 feet from the street frontage property line at the first floor to a building height of 9 feet</td>
</tr>
<tr>
<td># of parking spaces</td>
<td>32</td>
<td>0</td>
</tr>
</tbody>
</table>

Setback:
Along Church Street within the D3 District, new buildings are required to be built to the street frontage property line to a building height of not less than 24 feet but not more than 42 feet, a ziggurat setback, Section 6-11-1-4. The intent is to maintain the existing pedestrian scale and building alignment along the street edge.

The proposed plan provides 2-foot setback at the first floor up to a height of 9 feet, this area will be landscaped. Staff finds the proposed 2-foot setback at the first floor acceptable, the overall street edge is maintained, a 2-foot setback is minimal and the 2nd floor is built to the street frontage property line. The public sidewalk at this location is narrow, further restricted by existing street trees and proposed bike racks. The proposed setback provides "breathing room" for pedestrians to maneuver past the proposed development by not having the building facade at the sidewalk edge at the first floor.
Parking:
The proposed use requires 32 off-street parking spaces, the requirement is based on the number of fixed seats in the main assembly area and number of employees, Section 6-16-2, Table 16-B. The applicant is proposing zero off-street parking spaces.

The main stage will have 289 seats; the applicant states there will be approximately 22 employees on-site at any given time, during weekday business hours and during weekend performances.

Based on the applicant’s data:
- Average attendance is 72% of seating capacity, or 208 patrons given the proposed seating capacity.
- Audience members do not attend alone, but with companions, an average of 2.3 attendees per household.
- Peak attendance is generally Saturday evenings and Sunday afternoons.
- Approximately 20% of patrons are anticipated to walk, bike, rideshare/taxi, or use public transit.
- Approximately 30% of weekday and 50% of weekend/performance staff are anticipated to walk, bike, or use public transit.
- Approximately 115 vehicles, including patrons and staff, are anticipated to be used to visit the site if there is a sold out performance.

Downtown parking garages and lots provide 3,294 parking spaces within 0.4 miles of the site. The two closest garages, the 1800 Maple Self Park and Sherman Plaza Self Park, provide 2,650 spaces. In addition, the applicant has stated they are exploring valet parking service.

The City’s Parking Services notes the City’s parking garages downtown have less than 50% occupancy during the evening; therefore, staff finds there is adequate parking in nearby City garages. The applicant should reach out to the City’s Parking Services to coordinate parking services.
Exterior Building Materials
The proposed building exterior materials include:

- North elevation (street view): In-ground concrete planter, glass-curtain wall facade, aluminum storefront system, cast-in-place concrete entrance canopy and wall/tower, and synthetic plaster at the top.
- South elevation (alley view): Synthetic plaster wall, concrete masonry wall, cast-in-place concrete wall, metal equipment screen.
- West elevation (partial view from street and alley): Cast-in-place concrete canopy, wall and tower, aluminum storefront system, concrete masonry wall, glass curtain wall, synthetic plaster at the top.
- East elevation (partial view from street): Masonry wall, synthetic plaster at the top.

Bird friendly measures include fritted glass.

Traffic:
The applicant submitted a Traffic Impact Study prepared by Eriksson Engineering, Associates, dated July 30, 2019. Given the site’s downtown location, the site is within a short walk from a Metra Rail station (Davis Street) and a CTA Rail station (Davis Purple Line), and several CTA Bus routes run past the site (CTA Bus routes 93, 208, 213, and 250). There are bus stops at the southeast corner of the intersection of Church Street and Oak Avenue and one located on Church Street just east of the Metra viaduct. Additionally, the site is located along a dedicated and protected bike lane.

The traffic study indicates the additional traffic generated by the proposed development, along with nearby developments and other traffic growth can be accommodated without significant impact to the street network. The traffic study indicates traffic will likely be dispersed as patrons will likely drive to downtown parking garages not passing by the theatre or by patrons arriving early or staying late to visit other downtown businesses. Public transportation options available nearby will also minimize the volume of vehicular traffic generated by the proposed development. All of the street intersections within the study limits are anticipated to operate at acceptable levels of service.

The traffic study indicates the proposed loading dock can serve truck deliveries and refuse trucks.
Public Benefits:
The applicant lists the following as public benefits as part of their Planned Development proposal:

1. Northlight will generate $55,000,000 in new spending in the first 5 years; $427,000 in City tax revenue in the first 5 years; 115 full-time equivalent jobs.
2. Northlight will strengthen the City’s commitment to being a green city that uses public transportation; the location is readily accessible to several forms of public transportation, including CTA and Metra.
3. Northlight brings a reputation for artistic excellence to Evanston.
4. Northlight will benefit Evanston youth through arts education, an education program serving 4,000+ students each year in 45 schools across the Chicago area including 7 in Evanston; the program includes skills-based school residencies, student matinees of mainstage productions and an original theatre-for-social change curriculum, and a commitment to ensuring every Evanston middle school student has the opportunity to experience professional theatre regardless of income level.
5. Northlight is committed to benefiting all of Evanston as a community partner by having programing with Evanston based social service organizations, offering an “Arts for Everyone” free ticket program to benefit populations served by their not-for-profit partners and to extend the program by making tickets available through the Evanston Public Library, offering senior pricing discounts, and to activate the theater seven days a week beyond mainstage performances and making space available for use by other local arts organizations and groups.

Compliance with the Zoning Ordinance
The intent of the D3 Downtown Core Development District is:
“... to provide for the highest density of business infill development and large scale redevelopment within downtown Evanston. The district is also intended to encourage and sustain mix of office, retail, and residential uses. Planned Developments are encouraged as a special use in the D3 district.”

The proposed development, a Cultural Facility, adds to and sustains a mix of uses in Downtown Evanston.

Compliance with the Comprehensive Plan
The proposed Planned Development is consistent with the 2000 Comprehensive General Plan. The guiding principle of the Plan is to encourage new development that improves the economy, convenience and attractiveness of Evanston while simultaneously working to maintain a high quality of life within the community where new developments should be integrated within existing neighborhoods to promote walking and the use of mass transit.

The proposed development is consistent with the following Comprehensive Plan objectives:
- To enhance the economic vitality of Downtown Evanston. The proposed development will provide an entertainment-oriented business to attract more people to the area; to promote Downtown Evanston as a viable tourist destination.
- To foster activities that enhances public awareness of and participation in the arts. The proposed development provides increased performance and entertainment space in Downtown Evanston.
Compliance with the Design Guidelines for Planned Developments:
The proposed building is consistent with the Design Guidelines for Planned Developments. The proposal was reviewed by the Design and Project Review Committee on August 28, 2019, and received a recommendation for approval.

The massing and scale of the proposed building maintains the street edge/building wall along Church Street while the facade is broken up by the 3rd floor setback from the street frontage line. The 2-story glass curtain wall facade provides a transparent, inviting feel into the building lobby. Loading dock, refuse area, and mechanical equipment are located to the rear of the building and not visible from a public street. The exterior building materials are consistent with a contemporary design.

DAPR Committee Review:
The Design and Project Review Committee reviewed the proposed Planned Development on August 28, 2019. The Committee recommended approval of the proposed development at the August 28, 2019, meeting, subject to continued discussion concerning the parking plan and bike lane management.

Standards for Special Use (Section 6-3-5-10):
The proposed development must satisfy the standards for Special Use in Section 6-3-5-10, the Standard for Planned Development in Section 6-3-6-9 and standards and guidelines established for Planned Developments in the D3 Downtown Core Development District. (Section 6-11-1-10).

Staff finds that the proposed development meets all standards for approval.

Standards for Special Use (Section 6-3-5-10)
- A Planned Development is listed as an allowed special use in the D3 Downtown Core Development District. As noted above, the proposal is in keeping with the purposes and policies of the adopted Comprehensive Plan and the Zoning Ordinance.
- The proposed development will not cause a negative cumulative effect when considered in conjunction with other special uses in the area. Surrounding uses are office, commercial or mixed-use, allowed by right and by special use, therefore, compatible with the Cultural Facility.
- The proposed development will not interfere with or diminish the value of property in the neighborhood.
- The proposed development will be adequately served by public infrastructure already available. The street and sidewalk network, as well as water, sewer, electricity and gas infrastructure already exist.
- The proposed development will not cause undue traffic congestion. The applicant has submitted a traffic study indicating there will be minimal effect on the level of service on existing surrounding roadways.
- There are no historical and architectural resources or environmental features present on the site.

Standards for and Guidelines for Planned Developments in the D3 District (Sections 6-3-6-9 and 6-11-1-10)
- The proposed Planned Development is compatible with surrounding development with respect to building height, bulk, and scale.
- The proposed Planned Development will enhance the identity and character of the downtown, by establishing a character-giving building and contributing to the mixed-use vitality of the area.
The proposed Planned Development is compatible with and will implement the adopted Comprehensive Plan and the Downtown Evanston Plan in terms of land use, urban design, traffic impact and parking, the essential character of the downtown, and conservation and retention of the taxable value of land and buildings throughout the City.

With respect to the Downtown Evanston Plan, the proposed Planned Development will optimize economic development by enhancing the commercial vibrancy of downtown with the additional entertainment activities that will reinforce “single-trip, multiple activity” opportunities; the proposed Planned Development will enhance arts and cultural opportunities by establishing a performing arts venue in Downtown Evanston.

Legislative History:
August 28, 2019 - The Design and Project Review Committee (DAPR) recommended unanimous approval of the proposed development subject to continued discussion concerning the parking plan and bike lane management.

September 11, 2019 - The Plan Commission opened the public hearing and heard testimony by the applicant and the general public. The Plan Commission recommended, 6-0, to approve the proposed Planned Development subject to the following public benefits:
1. Formalizing Northlight’s “Arts for Everyone” commitment.
2. Bird-friendly measures, as proposed at DAPR.
3. Local employment commitments/goals.
4. Inclusion of public art on the west building facade.

The ordinance should include the following conditions:
1. Compliance with Applicable Requirements: The Applicant shall develop and operate the Planned Development authorized by the terms of this Ordinance in substantial compliance with: the terms of this Ordinance; the Development Plan; all applicable legislation; the Applicant’s testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.
2. Construction Management Plan: The Applicant shall sign and agree to a Construction Management Plan (CMP) with the City of Evanston prior to issuance of the Building Permit. The CMP shall include but is not limited to the following: construction phasing/staging plans; construction hours; site access including traffic and pedestrian safety plans; contractor parking; damage control and vibration monitoring; construction exhibits; project communication and signage.
3. Arts for Everyone: The Applicant shall annually provide not less than 1,000 complimentary tickets to Evanston not-for-profit partners and the Evanston Public Library. The Applicant shall offer senior pricing discounts. The Applicant shall make space available for use by other local arts organizations and groups.
4. Bird-Friendly Measures: The Applicant shall provide appropriate bird friendly measures on the north building facade, including fritted glass.
5. City of Employment: The Applicant agrees to employ at least three (3) Evanston residents, with a goal of ten (10) Evanston residents, during construction.
6. Public Art Installation: Prior to issuance of the Final Certificate of Occupancy (FCO), the Applicant shall install public art on the portion of the west facade visible from Oak Avenue. The public art installation shall require approval of the Arts Council and the Design and Project Review Committee.
7. Prior to issuance of a building permit, approval of the Design and Project Review Committee shall be required for the following items relating to peak patron arrival and departure times:
   a. Parking plan
   b. Bike lane management and on-street parking configuration
   c. Multi-modal transportation plan

8. Construction Schedule: Pursuant to Subsection 6-11-1-10(A)(4) of the Zoning Ordinance, the Applicant shall obtain a building permit within twenty-four (24) months of the passing of this Ordinance. Additionally, the Applicant must complete the construction of the Planned Development within twenty-four (24) months from the date the Applicant receives its building permit.

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

Attachments:
Proposed Ordinance 114-O-19
Plan Commission Draft Meeting Minutes, September 11, 2019
Link to Plan Commission Packet for September 11, 2019, beginning on page 79 are Northlight Theatre documents, including Development Plans, Market Study and Traffic Study:
https://www.cityofevanston.org/home/showdocument?id=50407
AN ORDINANCE

Granting a Special Use Permit for a Planned Development
Located at 1012-1018 Church Street in the D3 Downtown Core
Development District

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

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

WHEREAS, Article VII, Section (6)a of the Illinois Constitution of 1970, states that the “powers and functions of home rule units shall be construed liberally,” was written “with the intention that home rule units be given the broadest powers possible” (Scadron v. City of Des Plaines, 153 Ill.2d 164, 174-75 (1992)); and

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

WHEREAS, Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended, (“the Zoning Ordinance”); and
WHEREAS, Northlight Theater ("Applicant"), the Applicant for the proposed development located at 1012-1018 Church Street, Evanston, Illinois (the "Subject Property"), legally described in Exhibit A, which is attached hereto and incorporated herein by reference, applied, pursuant to the provisions of the Zoning Ordinance, specifically Section 6-3-5, "Special Uses", Section 6-3-6, "Planned Developments", and Subsection 6-11-1-10, "Planned Developments" in Downtown Zoning Districts, to permit the construction and operation of a Planned Development with a cultural facility at the Subject Property in the D3 Downtown Core Development Zoning District ("D3 District"); and

WHEREAS, the Applicant sought approval to construct a new three (3) story, thirty-seven thousand eight hundred (37,800) square foot cultural facility, a live theater performance venue, with a two hundred eighty-nine (289) seat main stage and a building height of forty-one (41) feet; and

WHEREAS, construction of the Planned Development, as proposed in the application, requires exception from the strict application of the Zoning Ordinance with regards to the number of parking spaces provided and an increased setback from the street frontage property line at the first floor; and

WHEREAS, pursuant to Subsection 6-3-6-5 of the Zoning Ordinance, the City Council may grant Site Development Allowances from the normal district regulations established in the Zoning Ordinance; and

WHEREAS, on September 11, 2019 and September 12, 2019, in compliance with the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Zoning Ordinance, the Plan Commission held a public hearing on the
application for a Special Use Permit for a Planned Development, case no. 19PLND-0075, heard extensive testimony and public comment, received other evidence, and made written minutes, findings, and recommendations; and

WHEREAS, the Plan Commission’s written findings state that the application for the proposed Planned Development does meet applicable standards set forth for Special Uses in Subsection 6-3-5-10 of the Zoning Ordinance and Planned Developments in the D3 Downtown Core Development District per Subsection 6-11-1-10 of the Zoning Ordinance; and

WHEREAS, on September 12, 2019, the Plan Commission recommended the City Council approve the application; and

WHEREAS, on September 23, 2019, the Planning and Development ("P&D") Committee of the City Council held a meeting, in compliance with the provisions of the Open Meetings Act and the Zoning Ordinance, received input from the public, carefully considered the findings and recommendation for approval of the Plan Commission, and recommended approval thereof by the City Council; and

WHEREAS, at its meetings on September 23, 2019, and October 14, 2019, held in compliance with the Open Meetings Act and the Zoning Ordinance, the City Council considered the recommendation of the P&D Committee, received additional public comment, made certain findings, and adopted said recommendation; and

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

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

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

SECTION 2: Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Special Use Permit applied for in case no. 19PLND-0075, to allow construction and operation of the Planned Development for a new three (3) story, thirty-seven thousand eight hundred (37,800) square foot Cultural Facility, a live theater performance venue, with a two hundred eighty-nine (289) seat main stage and a building height of forty-one (41) feet.

SECTION 3: The City Council hereby grants the following Site Development Allowances:

(A) Number of Parking Spaces: A Site Development Allowance is hereby granted for a total of zero (0) off-street parking spaces, whereas Subsection 6-16-2, Table 16-B of the Zoning Ordinance requires a minimum of thirty-two (32) off-street parking spaces for the proposed Planned Development in the D3 District.

(B) Street front setback: A Site Development Allowance is hereby granted for a two (2) foot setback from the street frontage property line at the first floor where as Subsection 6-11-1-4 requires a zero (0) foot setback from the street frontage property line at the first floor for a minimum building height of twenty-four (24) feet but not more than forty-two (42) feet for all new structures facing Church Street in the D3 District.

SECTION 4: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the Special Use Permit granted hereby, which may be amended by future ordinance(s), and violation of any of which
shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

(A) **Compliance with Applicable Requirements:** The Applicant shall develop and operate the Planned Development authorized by the terms of this Ordinance in substantial compliance with: the terms of this Ordinance; the Development Plan; all applicable legislation; the Applicant's testimony and representations to the Design and Project Review Committee, the Plan Commission, the P&D Committee, and the City Council; and the approved documents on file in this case.

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

(C) **Arts for Everyone:** The Applicant shall annually provide not less than one thousand (1,000) complimentary tickets to Evanston not-for-profit partners and the Evanston Public Library. The Applicant shall offer senior pricing discounts. The Applicant shall make space available for use by other local arts organizations and groups.

(D) **Bird-Friendly Measures:** The Applicant shall provide appropriate bird friendly measures on the north building facade, including fritted glass.

(E) **City of Evanston Employment:** The Applicant agrees to employ at least three (3) Evanston residents, with a goal of ten (10) Evanston residents, during construction.

(F) **Public Art Installation:** Prior to issuance of the Final Certificate of Occupancy (FCO), the Applicant shall install public art on the portion of the west facade visible from Oak Avenue. The public art installation shall require approval of the Arts Council and the Design and Project Review Committee.

(G) **Further Review Required:** Prior to issuance of a building permit, approval of the Design and Project Review Committee shall be required for the following items relating to peak patron arrival and departure times:

1. Parking plan
2. Bike lane management and on-street parking configuration
3. Multi-modal transportation plan
(H) **Construction Schedule:** Pursuant to Subsection 6-11-1-10(A)(4) of the Zoning Ordinance, the Applicant shall obtain a building permit within twenty-four (24) months of the passing of this Ordinance. Additionally, the Applicant must complete the construction of the Planned Development within twenty-four (24) months from the date the Applicant receives its building permit.

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

**SECTION 5:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, “Applicant” shall be read as “Applicant’s tenants, agents, assigns, and successors in interest.”

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

**SECTION 7:** Except as otherwise provided for in this ordinance, all applicable regulations of the Zoning Ordinance and the entire City Code shall apply to the Subject Property and remain in full force and effect with respect to the use and development of the same. To the extent that the terms and provisions of any of said documents conflict with the terms herein, this ordinance shall govern and control.

**SECTION 8:** All ordinances or parts of ordinances that are in conflict with the terms of this ordinance 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 hereby declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced:______________, 2019

Adopted:______________, 2019

Approved:______________, 2019

_______________________________
Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

_____________________________
Michelle L. Masoncup, Corporation Counsel

Devon Reid, City Clerk
EXHIBIT A

Legal Description

LOT 4 AND THE EAST 30.0 FEET OF LOT 5 IN BLOCK 67 IN THE ORIGINAL VILLAGE (NOW CITY) OF EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 11-18-302-006-0000

COMMONLY KNOWN AS: 1012-108 Church Street, Evanston, IL 60201
EXHIBIT B

Development Plans
EXISTING 2-STORY OFFICE BUILDING
EXISTING 2-STORY COMMERCIAL BUILDING
EXISTING 2-STORY RESIDENTIAL BUILDING
EXISTING CITY PARKING LOT
EXISTING RESTAURANT "THE BARN"

NORTHLIGHT THEATRE
1012-1016 CHURCH STREET
PARCEL #1
PIN: 11-18-302-006 Vol. 57
21,481 SF
BUILDING USE: ASSEMBLY A-1
CONSTRUCTION TYPE: II-A

MAIN ENTRANCE TO THEATRE TO BE FINALIZED

LINE OF CANOPY OVER ADA DROP-OFF AREA AND BUILDING ENTRY
LINE OF LOADING DOCK BELOW
LINE OF TRUCK MANEUVERING
RTU ON STEEL_FRAMED PLATFORM

1" = 10'-0"
CAST-IN-PLACE CONCRETE W/ BOARD FORM TEXTURE

CLEAR GLAZED CLERESTORY

PREFINISHED METAL EQUIPMENT SCREEN TO CONCEAL RTUS ON STEEL FRAMED PLATFORM

EXISTING RESTAURANT "THE BARN" TO REMAIN

SYNTHETIC PLASTER WALL

CONCRETE MASONRY WALL

SYNTHETIC PLASTER WALL

CLEAR HEIGHT 14'-8" LOADING DOCK

CAST IN PLACE CONCRETE
WEST ELEVATION

3/32" = 1'-0"

0' 10'-8" 21'-4"

NORTHLIGHT THEATRE

ECKENHOFF SAUNDERS
LOOKING EAST FROM BIKE LANE IN FRONT OF 1020 CHURCH STREET BUILDING

LOOKING EAST ON CHURCH STREET AT EXISTING ROCKIN’ RAVIOLI FACADE

AERIAL LOOKING SOUTHWEST FROM CHURCH STREET STATION HIGHRISE

LOOKING EAST FROM INTERSECTION OF CHURCH STREET AND OAK AVENUE
LOOKING WEST IN ALLEY AT BARN SIGNAGE

LOOKING SOUTHWEST FROM BARN ENTRY OFF ALLEY

LOOKING NORTH FROM ALLEY SOUTH OF SITE

LOOKING NORTH FROM ALLEY SOUTH OF SITE
### PH1 Basement

<table>
<thead>
<tr>
<th>Room Number</th>
<th>Room Name</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A105</td>
<td>DRY STOR.</td>
<td>98 SF</td>
</tr>
<tr>
<td>A106</td>
<td>COOL STORAGE</td>
<td>151 SF</td>
</tr>
<tr>
<td>A108k</td>
<td>STORAGE</td>
<td>615 SF</td>
</tr>
<tr>
<td>A202c</td>
<td>WATER SERVICE RM.</td>
<td>309 SF</td>
</tr>
<tr>
<td>A202e</td>
<td>ELEC.</td>
<td>191 SF</td>
</tr>
<tr>
<td>A202q</td>
<td>TLT.</td>
<td>30 SF</td>
</tr>
<tr>
<td>A301</td>
<td>OPERATION OFFICE</td>
<td>126 SF</td>
</tr>
<tr>
<td>A303</td>
<td>JAN</td>
<td>29 SF</td>
</tr>
<tr>
<td>A305/A306/A516</td>
<td>STORAGE</td>
<td>1065 SF</td>
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<tr>
<td>A409</td>
<td>REPAIR SHOP</td>
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<td>A507</td>
<td>TRAPS</td>
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<td>DRY STOR.</td>
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<td>A616f</td>
<td>PUMP ROOM</td>
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<td>A6100</td>
<td>MDF RM.</td>
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<td>A1000b</td>
<td>FIRE PUMP ROOM</td>
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### PH1 Level 1

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<tr>
<td>A101</td>
<td>VESTIBULE</td>
<td>77 SF</td>
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<td>A101a</td>
<td>TICKET VESTIBULE</td>
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<tr>
<td>A101b</td>
<td>LOBBY</td>
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<td>A103</td>
<td>COATS</td>
<td>23 SF</td>
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<tr>
<td>A104</td>
<td>BAR &amp; WILL CALL</td>
<td>188 SF</td>
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<tr>
<td>A108</td>
<td>TOILET - MEN</td>
<td>285 SF</td>
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<tr>
<td>A108a</td>
<td>ADA FAMILY TLT.</td>
<td>46 SF</td>
</tr>
<tr>
<td>A108d</td>
<td>MECH</td>
<td>18 SF</td>
</tr>
<tr>
<td>A110</td>
<td>TOILET - WOMEN</td>
<td>362 SF</td>
</tr>
<tr>
<td>A111</td>
<td>JAN</td>
<td>29 SF</td>
</tr>
<tr>
<td>A202</td>
<td>BOX OFFICE</td>
<td>120 SF</td>
</tr>
<tr>
<td>A202a</td>
<td>MAIN OFFICE</td>
<td>139 SF</td>
</tr>
<tr>
<td>A202b</td>
<td>ELEC</td>
<td>28 SF</td>
</tr>
<tr>
<td>A202g</td>
<td>BOX OFFICE STORAGE</td>
<td>70 SF</td>
</tr>
<tr>
<td>A401</td>
<td>GREEN</td>
<td>407 SF</td>
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<td>A402</td>
<td>LAUNDRY; COSTUME SHOP</td>
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<td>A505/A506</td>
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<td>2417 SF</td>
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<td>A508</td>
<td>DRESS 1</td>
<td>101 SF</td>
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<td>A509</td>
<td>DRESS 2</td>
<td>136 SF</td>
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<td>A510</td>
<td>DRESS 3</td>
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<td>A511</td>
<td>DRESS 4</td>
<td>262 SF</td>
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<td>A512</td>
<td>TOILET</td>
<td>52 SF</td>
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<tr>
<td>A513</td>
<td>TOILET</td>
<td>54 SF</td>
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<tr>
<td>A515</td>
<td>TOILET</td>
<td>56 SF</td>
</tr>
<tr>
<td>A517</td>
<td>DOCK</td>
<td>180 SF</td>
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<td>A615a</td>
<td>ADA TLT.</td>
<td>91 SF</td>
</tr>
<tr>
<td>A616h</td>
<td>IDF RM.</td>
<td>19 SF</td>
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<tr>
<td>A621</td>
<td>COATS</td>
<td>24 SF</td>
</tr>
<tr>
<td>A622</td>
<td>COATS</td>
<td>24 SF</td>
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<tr>
<td>A2001</td>
<td>TRASH/RECYCLE / BIKES / TRANSFORMER</td>
<td>746 SF</td>
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### PH1 Level 1.5

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<tr>
<th>Room Number</th>
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<tbody>
<tr>
<td>A501</td>
<td>MAIN STAGE SEATING (243 SEATS)</td>
<td>3179 SF</td>
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<tr>
<td>A501C</td>
<td>VIEWING</td>
<td>63 SF</td>
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<tr>
<td>A502</td>
<td>CONTROL</td>
<td>182 SF</td>
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### PH1 Level 2

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<tbody>
<tr>
<td>A102</td>
<td>HOUSE MANAGER</td>
<td>191 SF</td>
</tr>
<tr>
<td>A104b</td>
<td>BAR</td>
<td>128 SF</td>
</tr>
<tr>
<td>A104c</td>
<td>STORAGE</td>
<td>170 SF</td>
</tr>
<tr>
<td>A107</td>
<td>PATRON LOUNGE</td>
<td>1148 SF</td>
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<td>A108b</td>
<td>OPEN TO BELOW</td>
<td>1719 SF</td>
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<tr>
<td>A109</td>
<td>TOILET - ALL GENDER</td>
<td>217 SF</td>
</tr>
<tr>
<td>A202p</td>
<td>VESTIBULE</td>
<td>44 SF</td>
</tr>
<tr>
<td>A302</td>
<td>JAN</td>
<td>68 SF</td>
</tr>
<tr>
<td>A403</td>
<td>STAGE MANAGER</td>
<td>156 SF</td>
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<td>A404</td>
<td>PRODUCTION OFFICE</td>
<td>130 SF</td>
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<td>A405</td>
<td>CREW OFFICE</td>
<td>130 SF</td>
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<td>A501a</td>
<td>BALCONY SEATING (46 SEATS)</td>
<td>989 SF</td>
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<td>A501CC</td>
<td>VIEWING</td>
<td>119 SF</td>
</tr>
<tr>
<td>A601</td>
<td>RECEPTIONIST/ OFFICER MNGR</td>
<td>248 SF</td>
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<td>A602</td>
<td>ARTISTIC DIR. OFFICE</td>
<td>168 SF</td>
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<td>A603</td>
<td>EXEC. DIR. OFFICE</td>
<td>168 SF</td>
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<td>A604</td>
<td>GEN. MNGR. OFFICE</td>
<td>132 SF</td>
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<td>A606a</td>
<td>HUDDLE</td>
<td>93 SF</td>
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<td>A606b</td>
<td>HUDDLE</td>
<td>93 SF</td>
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<tr>
<td>A606e</td>
<td>PHONE BOOTH</td>
<td>31 SF</td>
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<td>A607c</td>
<td>MARKETING OPEN OFFICE</td>
<td>363 SF</td>
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<td>A607d</td>
<td>ADMIN OPEN OFFICE</td>
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<td>ARTISTIC OPEN OFFICE</td>
<td>347 SF</td>
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<tr>
<td>A610</td>
<td>SMALL CONFERENCE</td>
<td>304 SF</td>
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<td>A613</td>
<td>COPY/SUPPLY</td>
<td>91 SF</td>
</tr>
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<td>A614b</td>
<td>TLT.</td>
<td>100 SF</td>
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<tr>
<td>A615b</td>
<td>KITCHENETTE</td>
<td>42 SF</td>
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<td>A616a</td>
<td>COATS</td>
<td>13 SF</td>
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<td>A616b</td>
<td>IDF RM.</td>
<td>35 SF</td>
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<td>A616h</td>
<td>ELEC.</td>
<td>30 SF</td>
</tr>
<tr>
<td>A618</td>
<td>STORAGE</td>
<td>202 SF</td>
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### PH1 Level 3

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<tr>
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<tr>
<td>A508c</td>
<td>REHEARSAL PROP STORAGE</td>
<td>50 SF</td>
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<td>A508e</td>
<td>ADA TLT.</td>
<td>45 SF</td>
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<td>A508f</td>
<td>ADA TLT.</td>
<td>45 SF</td>
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<tr>
<td>A202</td>
<td>PROJECTOR BOOTH</td>
<td>42 SF</td>
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<tr>
<td>A406</td>
<td>ELEC., STORAGE</td>
<td>134 SF</td>
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<tr>
<td>A407</td>
<td>SOUND STORAGE</td>
<td>135 SF</td>
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<tr>
<td>A408a</td>
<td>REHEARSAL PROP STORAGE</td>
<td>120 SF</td>
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<tr>
<td>A410</td>
<td>DIMMER ROOM</td>
<td>191 SF</td>
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<td>A411</td>
<td>AMP ROOM</td>
<td>165 SF</td>
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<td>A606d</td>
<td>HUDDLE</td>
<td>113 SF</td>
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<td>A607</td>
<td>DIR. OF ADVANCEMENT OFFICE</td>
<td>126 SF</td>
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<td>A607a</td>
<td>ADVANCEMENT OFFICE</td>
<td>370 SF</td>
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<td>A607b</td>
<td>EDUCATION OPEN OFFICE</td>
<td>312 SF</td>
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<td>A609</td>
<td>LARGE CONFERENCE</td>
<td>518 SF</td>
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<td>A612</td>
<td>PHONE/DATA</td>
<td>27 SF</td>
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<td>A615a</td>
<td>KITCHEN</td>
<td>117 SF</td>
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<td>47 SF</td>
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<td>IDF RM.</td>
<td>47 SF</td>
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<tr>
<td>A616e</td>
<td>MECH</td>
<td>38 SF</td>
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<tr>
<td>A619</td>
<td>AMY'S OFFICE</td>
<td>300 SF</td>
</tr>
<tr>
<td>A701</td>
<td>REHEARSAL HALL #1</td>
<td>2174 SF</td>
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### Gross Building Areas

<table>
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<tr>
<th>Level</th>
<th>Area</th>
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<tbody>
<tr>
<td>PH1 Level 0</td>
<td>6357 SF</td>
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<tr>
<td>PH1 Level 1</td>
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<tr>
<td>PH1 Level 2</td>
<td>9387 SF</td>
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<tr>
<td>PH1 Level 3</td>
<td>7114 SF</td>
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<tr>
<td>PH1</td>
<td>37846 SF</td>
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</tbody>
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MEETING MINUTES
PLAN COMMISSION
Wednesday, September 11, 2019
7:00 P.M.
Evanston Civic Center, 2100 Ridge Avenue, James C. Lytle Council Chambers

Members Present: Colby Lewis (Chair), Peter Isaac (Vice-Chair), Terri Dubin, Carol Goddard, John Hewko, Jane Sloss

Members Absent: Jennifer Draper, George Halik, Andrew Pigozzi

Staff Present: Scott Mangum, Planning and Zoning Manager
Meagan Jones, Neighborhood and Land Use Planner
Hugh DuBose, Assistant City Attorney

Presiding Member: Chairman Lewis

1. CALL TO ORDER / DECLARATION OF QUORUM

Chair Lewis called the meeting to order at 7:04 P.M.

2. APPROVAL OF MEETING MINUTES: August 28, 2019

Commissioner Isaac then made a motion to approve the minutes, seconded by Commissioner Dubin. The Commission voted, 6-0, to approve the minutes of August 28, 2019.

....

4. NEW BUSINESS

A. Planned Development
1012-1018 Church Street (Northlight Theatre) 19PLND-0075
Northlight Theatre, applicant, proposes to construct a 29,860 sq. ft. Cultural Facility, live theater performance venue, with a 312 seat main stage, rooftop entertainment deck, and a building height of 43 ft. The following site development allowances are requested: 1) Providing zero off-street parking spaces where 34 are required, and 2) A 2 ft. setback from the street frontage property line at the first floor where a zero setback is required (a new building is required to be built to the street frontage up to a minimum building height of 24 ft. but not more than 42 ft.). The property is located in the D3 Downtown Core Development
Mr. Mangum provided an overview of the proposed planned development, explaining the site development allowances, public benefits and staff recommendation for the project.

Mr. Tim Evans of Northlight Theatre, then gave a brief presentation of the proposed project describing the façade and building offerings. He then introduced Mr. Craig Smith, architect, who provided additional details on the building, including the ground floor layout and entries, 2nd level administrative offices and balcony, 3rd level rehearsal hall, and lower level stage traps and pump room. He then reviewed the overall site plan, sharing the intention to have patrons utilize public transit and nearby city garages. Buses for student visitors would utilize a loading space on Oak Avenue.

Janet Mullet then gave an overview of the economic impact, including $55 million in new spending in the first five years of the theatre being open in addition to $427,000 in new city taxes and 115 full-time equivalent jobs being created.

Mr. Evans then explained some of the existing charitable partnerships Northlight Theatre has with other organizations and briefly described some of the existing site conditions.

Chair Lewis opened up the hearing to questions from the Commission.

Commissioner Goddard inquired about the removal of two parking spaces in front of the Church Street entrance. Mr. Smith responded that Northlight intends to direct patrons to parking garages and is not looking to use that area as a drop-off space. There is a side door off of the west alley adjacent to the City lot that can be used as an accessible entryway. Commissioner Goddard stated that the plan will require a lot of education of patrons and if there is valet service proposed. Mr. Smith replied that valet service is planned for parking.

Commissioner Sloss asked if the café and patron space will be open every day. Mr. Evans responded that it would be open and the hope is to create a gathering space for meetings and programming during the day.

Commissioner Isaac inquired about the roof deck use. Mr. Smith stated that it will primarily be a rehearsal hall. There will be some programming and occasionally be an event space for 20-225 people, likely not on a regular basis but 5 to 7 times per year.

Commissioner Isaac then inquired about the parking lot used by The Barn. Mr. Smith responded that The Barn is to remain operating during construction and that its rear parking will be removed; Commissioner Isaac then inquired about the alley entry access. Mr. Evans responded that the entry will be open when the building is open.
Commissioner Isaac asked how many performances are anticipated per week and how much lead time is needed for patrons. Mr. Evans responded that there are matinee shows on Wednesday, Saturday and Sunday at 1:30 or 2:00pm and Tuesday through Sunday performances at 7:30 or 8:00pm; patrons arrive 30 minutes prior at the earliest.

Commissioner Hewko asked about the economic benefit for the temporary construction period. Mr. Smith stated there will be a 14 to 15 month construction duration. Ms. Janet Mullet provided a summary of the 25 year impact study completed in July, including $15,000,000 in materials and $13,000,000 in new labor.

Chair Lewis asked for clarification on the accessible entry off of the alley and whether or not the front entry was accessible. Mr. Smith responded that the front entry is fully accessible and the alley entry was an alternative to stopping to drop off a patron needing an accessible entrance on Church Street. Chair Lewis then asked if one set of doors would be adequate for 300 patrons. Mr. Smith responded yes, that this has worked in the current theatre location, and from experience, there is a gradual exit with people tending to linger.

Chair Lewis suggested placing a handicapped space on Church Street near the front entry.

Chair Lewis then opened the hearing to questions from the public.

Marty Class, nearby property owner spoke in favor of the project and stated his appreciation of Northlight’s work with other organizations. He then inquired about the surface parking lot at 1621 Oak St and whether that would be a part of the project as there had been discussion of taking over the lot for construction and possibly purchasing it in the future. Mr. Smith replied that had at one point been considered but is no longer being considered as part of this proposal. Mr. Evans described earlier plans that had two phases: Phase I is construction of the building at 1012 Church. Phase II would be to build a second stage for performances but that is not proposed at this time and would be years away and dependant on fundraising. Parking in that case would be retained and be partially subgrade.

Mr. Evans provided a closing statement expressing that Northlight Theatre hopes to have a marriage of art and commerce and is excited to be coming back to Evanston. Heavy fundraising is planned and groundbreaking would be in 2021 or 2022 with the building being constructed a year from that time.

Chair Lewis closed the public hearing and the Commission began deliberation.

Commissioner Goddard stated that she loved the building. Her concern is with permanently losing the 2 parking spaces in front and suggested that valet be
incorporated on a part time basis there.

Commissioner Isaac stated that Fridays and Saturdays, the area is crowded but he is not overly concerned with that. Overall, a great project but expressed that removal of the 1621 Oak parking lot would be negative.

Commissioner Dubin stated that this is a great project, a great building and function. She added that there is an underutilized parking lot on the south side of the alley further east of the site.

The Commission reviewed the standards for approval of a special use, planned development, and planned development in the downtown districts.

Commissioner Goddard made a motion to approve the proposed development as presented by staff. Seconded by Commissioner Isaac.

Commissioner Isaac then asked for an amendment to be added to include a restriction from using 1625 Oak lot as part of the valet service. Commissioner Dubin seconded that motion. A voice vote was taken and the motion failed 3-3.

A roll call vote was then taken on the original motion which passed, 6-0.

Ayes: Dubin, Hewko, Isaac, Goddard, Lewis, Sloss
Nays:

4. PUBLIC COMMENT

There was no public comment.

5. ADJOURNMENT

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

A voice vote was taken and the motion was approved by voice vote 6-0. The meeting was adjourned at 1:48 am.

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

To: Honorable Mayor and Members of City Council

From: Johanna Leonard, Community Development Director
Sarah Flax, Housing and Grants Manager
Scott Mangum, Planning and Zoning Manager
Melissa Klotz, Zoning Administrator

Subject: Consideration of Proposed Amendments to Zoning to Facilitate Development of Coach Houses/Accessory Dwelling Units for Referral to Plan Commission

Date: September 23, 2019

Recommended Action

The Evanston Development Cooperative and staff request consideration by City Council of amendments to zoning code related to coach houses/accessory dwelling units (ADUs) and referral of those amendments to Plan Commission in order to effectively expand affordable housing options across Evanston.

Potential amendments include the following:
   1. Allow one ADU per principal residential structure, removing the current limitation to single-family detached residences
   2. Waive the additional parking requirement for an ADU when there is an affordability restriction of 10 or more years for either the principal residence or ADU, and on properties within TOD areas or within a certain distance to public transit
   3. Increase the maximum height for an ADU when there are increased setbacks from property lines that abut another property.

Livability Benefits:
   Built Environment: Support housing affordability; provide compact and complete streets and neighborhoods; and

   Equity & Empowerment: Ensure equitable access to community benefits, and support poverty prevention and alleviation.
Climate & Energy: Improve energy and water efficiency, reduce greenhouse gas emissions

Summary:
In collaboration with staff, the Evanston Development Cooperative (EDC) proposes these amendments to address inequitable opportunities to develop ADUs based on zoning that have been identified through community outreach and research on ADUs. EDC seeks direction from City Council pertaining to the type of residential property, maximum height, and parking requirements for ADUs. Guidance from City Council is requested relating to proposed changes to these regulations, and referral to Plan Commission to amend zoning code based on that guidance.

ADUs have been identified as a strategy to address affordable housing needs throughout Evanston neighborhoods and wards. They can increase the supply of affordable housing units in single-family neighborhoods with limited options for rental housing, while also helping low or moderate-income residents stay in the community with rental income and increased property equity. Further, ADUs can enable Evanston’s growing senior population to age in place.

1. Expand the type of property on which an ADU is allowed to one per residential structure:

Zoning currently allows for one ADU per single-family detached dwelling. Residential properties such as townhomes and two-flats that meet current building lot coverage, impervious surface coverage, and setback requirements are excluded from having an ADU. By allowing one ADU per principal residential structure, property owners in more neighborhoods have the opportunity to provide new housing options as long as all other zoning requirements are met.

There are a significant number of two-flats in R3 zoning districts, particularly in historically lower-income neighborhoods, whose owners are unable to benefit from this housing option (see attached map of potentially eligible properties). Several owners of two-flats in the 2nd and 5th Wards have reached out to EDC about building an ADU, with one specifically interested in providing affordable housing in the ADU.

2. Removal of additional off-street parking requirement:

EDC requests consideration of eliminating the parking requirement for ADUs with rental restrictions. There are precedents for eliminating the parking requirement for affordable housing: the inclusionary housing ordinance eliminates the parking requirement for affordable units in covered developments, and the Zoning Board of Appeals has recommended and City Council has granted parking variances for units with affordability restrictions at 80% of the area median income for 10 years. EDC requests guidance from City Council on a similar approach for ADUs.

In addition, EDC requests consideration of eliminating the parking requirement for ADUs in TOD areas, where reduced parking is already permitted for multi-family structures, as well as for ADUs in close proximity to public transportation such as CTA and Pace bus stops. Facilitating the development of ADUs in areas with access to public transit
encourages multi-modal transportation use and expands affordability options in high-cost housing areas.

These changes will facilitate achievement of City Council’s goal of expanding affordable housing options by making it more feasible to build ADUs. EDC has interest from property owners in the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, and 9th Wards whose ability to build an ADU is hindered by current zoning.

An ADU’s smaller size and lower rent reduces the likelihood of car ownership by the occupant. In addition, the current requirement of one additional off-street parking space for an ADU increases cost and impervious surface coverage.

3. Increase maximum permitted height of ADUs and garages:

Zoning currently limits the height of accessory structures as follows:

- 14.5 feet for a flat or mansard roof across Evanston
- 28 feet for all other roofs in designated historic districts, based on the height of the principal structure
- 20 feet for all other roofs in non-historic districts

To ensure that new ADUs fit the character of the neighborhoods in which they are being constructed and do not negatively impact abutting properties, the height of ADUs and garages should extend beyond the current 20-foot limit only when additional setbacks to adjacent properties are provided. For example, ADU height could be proportionally increased by one foot for every additional foot of setback. Example, an ADU with 8 foot setbacks from both side yards would be allowed a height of 25 feet. This would allow the development of larger ADUs that can accommodate larger households, are more cost-effective to construct by reducing the need for dormers, and can keep roof pitches within manufacturers’ warranty guidelines.

Attachments:
Map of Properties Currently Unable to Add an ADU
Map of TOD Areas
Properties that cannot construct a coach house under current ordinance:

- Apartment building with 2 to 6 units, any age (Class code 2-11)
- Old style row house (town home), over 62 years of age (Class code 2-10)
Evanston Transit Stations & TOD Areas

1230 of 1253
Memorandum

To: Honorable Mayor and City Council Members

From: Johanna Leonard, Community Development Director
       Paul Zalmezak, Economic Development Division Manager
       Paulina Martínez, Assistant to the City Manager

Subject: Resolution 89-R-19, Authorizing the City Manager to Execute a Grant Agreement with Mudlark Theater NFP to Provide Funding for the Equity in the Arts Hiring Program

Date: September 9, 2019

Recommended Action:
The Economic Development Committee recommends City Council adoption of Resolution 89-R-19, authorizing the City Manager to execute a grant agreement with Mudlark Theater NFP to provide funding for the Equity in the Arts Hiring Program for a second and final year at a total cost of $25,000.

Funding Source:
Staff recommends utilizing the Economic Development Workforce Development Fund (Account 100.21.5300.62663). The approved 2019 Fiscal Year Budget allocated $100,000 to this account. To date, $12,602.10 has been spent, leaving a remaining balance of $87,397.90.

Summary:
Staff recommends funding a second year of Equity in Arts funding for Mudlark Theater to support their newly created Director of Development position. Mudlark Theater has successfully completed the first year of the grant and met many of the goals proposed:

- Board member diversification
- Revision of need-blind scholarship program
- Outreach in minority communities
- Diversification of volunteer members
- Strategic plan for sustaining the position long-term
The Director of Development reports to, and collaborates closely with, the Executive Director, and is a key member of the senior management team responsible for creating Mudlark’s long-term strategy. The Director of Development responsibilities include:

- Develop goals and strategies to execute Mudlark's annual fundraising plan
- Secure financial support from individuals, foundations, and corporations
- Oversee the administration of donor mailing list and database
- Develop and maintain ongoing relationships with major donors
- Solicit and coordinate local business sponsorships
- Coordinate in-kind donations
- Ensure proper acknowledgement of all gifts
- Develop and track grant proposals

Filling the role of Mudlark Theater’s Director of Development (upon receiving the grant in 2018) is Daisy Copeland, who identifies as a woman of color of mixed ethnicity and nationality who is a resident of Evanston’s 5th Ward. Ms. Copeland is an active volunteer tutor for Books & Breakfast, has participated in SEED, Beyond Diversity, and completed EC2C’s Advocates for Action Leadership Training.

Background:
In November 2017 the Economic Development Committee recommended the City Council approve the $25,000 grant to help Mudlark diversify their management staff to consequently work towards operationalizing equity in the organization. The approved program required an evaluation at the conclusion of the first year. Upon successfully completing the first year term, Mudlark was to receive an opportunity to request an additional $25,000. This program requires the recipient organization to match the funds received. The program guidelines are summarized as follows:

Eligibility:
- Business located in Evanston
- 5019 (c)3 IRS
- Evanston minority residents between the ages of 18 and 65

Term:
- 12 months with the option to extend for an additional 12 months.

Position Description:
- Must be an administrative or professional position in management, communications, development, finances, volunteer management, or administrative support.
- Ineligible positions include housekeeping, janitorial, maintenance, or class instructors.

Legislative History:
The Equity in the Arts Hiring Program was first approved in November 2017 by the City Council. On July 27, 2019 the Economic Development Committee unanimously recommended funding for Mudlark Theater NFP for a second and final year.
Attachments:
Resolution 89-R-19
Mudlark's Original Application
Program Agreement
A RESOLUTION

Authorizing the City Manager to Execute a Grant Agreement with Mudlark Theater, NFP to Provide Funding for the Equity in the Arts Hiring Program

WHEREAS, the Equity in the Arts Hiring program (the “Program”) is a program that provides access to meaningful careers in the arts administration for minorities that are Evanston residents; and

WHEREAS, the City desires to help local arts organizations to foster equity in the arts and create jobs as part of its economic revitalization efforts throughout Evanston; and

WHEREAS, the Mudlark Theater and the City of Evanston will be facilitating the Program in Evanston. The City agrees to Grant the Program $25,000 in exchange for the Mudlark Theater providing a full time position in the arts; and

WHEREAS, the City Council of the City of Evanston hereby determines that participation in the Equity in the Arts Program meets equity standards and will enhance the City’s economic revitalization efforts, therefore the aforementioned Equity in the Arts Program and execution of the Grant Agreement are in the best interests of the City of Evanston,

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

SECTION 1: The City Manager is hereby authorized to sign the grant agreement by and between the City of Evanston and the Mudlark Theater for funding to
support equity in the arts. Attached as Exhibit 1 is the Grant Agreement and incorporated herein by reference.

SECTION 2: The City Manager is also authorized and directed to negotiate and execute any additional documents required for the grant funding as he/she may determine to be in the best interests of the City.

SECTION 3: That this Resolution 89-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

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered by and between the Mudlark Theater, NFP ("Mudlark Theater: or "Grantee"), and the City of Evanston, an Illinois municipal corporation ("City" or "Grantor").
## Applicant Information

<table>
<thead>
<tr>
<th>Legal Name of Applicant Organization</th>
<th>Mudlark Theater Company, NFP</th>
</tr>
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<tbody>
<tr>
<td>Year Founded</td>
<td>2005</td>
</tr>
<tr>
<td>Tax ID Number</td>
<td>36-4573236</td>
</tr>
<tr>
<td>Daytime Telephone</td>
<td>(847) 448-0708</td>
</tr>
<tr>
<td>Street Address</td>
<td>1417 Hinman Ave</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:headquarters@mudlarktheater.org">headquarters@mudlarktheater.org</a></td>
</tr>
<tr>
<td>Website Address</td>
<td><a href="http://www.mudlarktheater.org">www.mudlarktheater.org</a></td>
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## Organization Information

<table>
<thead>
<tr>
<th>Chief Administrative Officer</th>
<th>Michael Miro</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime Phone</td>
<td>(847) 912-5342</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:michael@mudlarktheater.org">michael@mudlarktheater.org</a></td>
</tr>
<tr>
<td>Person Completing Application</td>
<td>Michael Miro</td>
</tr>
<tr>
<td>Daytime Phone</td>
<td>(847) 912-5342</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:michael@mudlarktheater.org">michael@mudlarktheater.org</a></td>
</tr>
<tr>
<td>Total expenditures for the last</td>
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</tr>
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<td>completed fiscal year:</td>
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<tr>
<td>completed fiscal year:</td>
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## Summary of Application

<table>
<thead>
<tr>
<th>What is the title of the position you are creating or filling?</th>
<th>Director of Development</th>
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<tbody>
<tr>
<td>What is the total annual salary you will offer?</td>
<td>$50,000</td>
</tr>
<tr>
<td>Please describe the position, including job responsibilities, objectives and tasks.</td>
<td>The Director of Development is responsible for creating and overseeing a comprehensive development plan. Chief responsibilities include securing major gifts from new and existing individual major donors, cultivating grants and corporate sponsorships, event planning and oversight, and managing development staff. The Director of Development reports to, and will collaborate closely with, the Executive Director, and is a key member of the senior management team responsible for creating Mudlark's long-term strategy. Responsibilities/Tasks 1) Develop goals and strategies to execute Mudlark's annual fundraising plan 2) Secure financial support from individuals, foundations, and corporations 3) Oversee the administration of donor mailing list and database 4) Develop and maintain ongoing relationships with major donors 5) Solicit and coordinate local business sponsorships 6) Coordinate in-kind donations 7) Ensure proper acknowledgement of all gifts 8) Develop and track grant proposals</td>
</tr>
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</table>

<p>| Please explain how hiring to diversity in this position will help your organization reach its overall inclusion and equity goals. | Hiring a person of color as Director of Development is a crucial piece of Mudlark's larger diversity initiative. Mudlark's workforce comprises two main groups: a small, salaried staff and a large roster of contract workers (after-school and summer teaching artists, guest directors, and playwrights). The contractor group has diversified considerably in the last two years. Today, 25% to 30% of the artists working at Mudlark are people of color. But diversity is lagging at the staff and board levels. Our staff is only 10% minority, and our nine-person board is all white. Adding a person of color as Development Director will diversify not just the staff, but the inner circle of decision makers at Mudlark. Meanwhile, we are working to recruit six new board members, with racial diversity as a top priority. As the diversity initiative progresses, Mudlark's circle of contacts and community partners will continue to widen, accelerating and strengthening our outreach efforts. |</p>
<table>
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<tr>
<th>How do you plan to solicit or recruit candidates for this position?</th>
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<tbody>
<tr>
<td>To cast a wide net, Mudlark will place job postings about the position on sites that specialize in non-profits and arts administration, with language that welcomes and encourages candidates of color. Locally, we will take a more targeted approach, leveraging Mudlark's connections in the Evanston non-profit community to get recommendations and find candidates. Thanks to our success on the diversity initiative so far, new channels of connection to Evanston's black communities have opened that will help us in our search. Our most recent mainstage production, I.D., a show about race in Evanston with a predominantly black cast, is attracting interest and enthusiasm from community and church leaders, artists, and activists of color. Having the trust of gatekeepers in the black community means we will be more likely to find a candidate who is not only highly qualified, but familiar with Mudlark's work and excited to help us further our mission and reach our inclusion goals.</td>
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<tr>
<th>Projected post date for position</th>
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<td>Projected start date for position</td>
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</tr>
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<table>
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<tr>
<th>Positional Information</th>
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1. **What benefits do you offer full time employees? (paid time off, insurance, etc.)**
   - Although we currently are unable to offer health insurance or 401k opportunities for our employees, we are completing a strategic planning process that has identified the need to add a benefits package over the next three years to attract and retain high performing staff. For now, we do offer paid time off to all of our employees and work to ensure maximum schedule flexibility whenever possible.

2. **What goals and programs do you have planned for the 2018 season?**
   - Programs: In 2018, we will strive to maintain or slightly exceed our 2017 program offerings. This includes after-school classes at 25 area schools and 60 sections of summer camps exploring a wide range of theater activities: improv, scene study, stage combat, puppetry, makeup, costume design, etc. The other main component is our season. With five shows on our Mainstage and six on our smaller Studio stage, Mudlark will engage over 200 young performers in artistically ambitious, original productions that focus on young people and their experiences. Every play we produce is either a world premiere or one that originally debuted at Mudlark.
   - Our 2018 goals include implementing Mudlark's first-ever Strategic Plan; continuing to diversify our participant base, artists, staff and board; producing more plays that represent marginalized and minority voices; exploring new community partnerships; creating a culture of professional development with better training for our employees and staff; and establishing a successful major gifts program.
<table>
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<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>3. The grant is for a two-year period. What is your plan to extend the position after the grant term is complete?</td>
<td>The position of Development Director is undeniably vital to any non-profit of Mudlark's size, and we plan for the new hire's tenure to extend beyond the grant period. As we will outline in our forthcoming strategic plan, Mudlark aims to raise its annual contributed income total from $200,000 to $300,000 over the next three years. This rise—which will be fueled not only by the new Development Director but by strong board development and an ambitious major gifts program (thanks to a grant and training from the Evanston Community Foundation)—will provide the funding to afford the salary for the position after the grant period ends. This, in addition to continued programmatic growth, will ensure that the Development Director position is secure.</td>
</tr>
<tr>
<td>4. How will your project be managed? How will the qualifications and make up of your board and staff help you achieve the goals of this project?</td>
<td>Integrating a full-time Director of Development into our staff structure will not be a challenge, since a form of the position already existed. Mudlark employed a part-time Development Director from summer 2015 to September 2017. In re-filling the position, we are acknowledging that the size of the job has grown along with the organization, and are therefore upgrading it to full-time. The new Director will have a Development Associate, Emily Wills, who reports directly to them and can help orient them to our development infrastructure, database, and current activities. Mudlark's board and staff help create a smooth transition for the new staff member by introducing them to important donors and community partners.</td>
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</table>
| 5. How does your organization currently impact underserved communities of Evanston? | The year 2017 has been a big one for Mudlark in terms of our impact on the underserved. While Mudlark has always maintained a need-blind scholarship policy for its fee-based programs, this summer we stepped it up through a partnership with Family Focus and our outreach consultant, William Eason. Our summer 2017 scholarship program provided 15 underprivileged children from the Family Focus summer program with $9,500 worth of scholarships and transportation to take part in Mudlark’s summer camps and productions. Feedback from participants and their families was overwhelmingly positive.

This fall, we partnered again with Mr. Eason and his theater company, The Art of Evolution, to produce Mudlark’s first-ever co-production. I.D. is a series of original vignettes about racial and cultural identity in Evanston as told through the lens of a diverse group of young people. The 10 Art of Evolution company members in the cast received the full experience of being in a Mudlark show without having to pay the usual participation fee. The cast, which is our most diverse ever, and subject matter, which examines racial justice, is also drawing the most diverse audience we have ever had at a show-and sparking needed conversations in the community.

All this is happening against a backdrop of increasing diversity in our hiring practices and continued partnerships with Y.O.U. and District 65 after-care programs to engage underserved kids in free creative writing and improv workshops. |
| 6. Give us the big picture of how adding this position will affect your organization and the work you do. | Recruiting an effective Director of Development at this juncture is pivotal to achieving Mudlark’s development goals. As we approach the limits of how many camps and classes we can run given our staffing and spatial capacity, a lot of our future growth must come from contributed income. This year, Mudlark was selected by the Evanston Community Foundation to participate in a major gifts challenge that requires us to raise $25,000 in major gifts for the next two years. This will be a big challenge, and having a strong Development Director to lead us will ensure that we meet our goal.

Hiring a person of color for the position will further broaden our horizons in terms of the work we do, the connections we foster, and the opportunities we pursue. A person of color in the inner circle of decision makers will guide Mudlark toward new ideas and new perspectives, inspiring positive changes not just in how we raise money, but in the programs and projects we pursue to attract that money. |
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Recruiting an effective Director of Development at this juncture is pivotal to achieving Mudlark's development goals. As we approach the limits of how many camps and classes we can run given our staffing and spatial capacity, a lot of our future growth must come from contributed income. This year, Mudlark was selected by the Evanston Community Foundation to participate in a major gifts challenge that requires us to raise $25,000 in major gifts for the next two years. This will be a big challenge, and having a strong Development Director to lead us will ensure that we meet our goal.

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Demographic Information

| Total Number of Paid Staff (including artists) | 10 |
| Number | 10 |
| Total Number of Board Members | 9 |
| What percent of your board would currently identify as non-white/caucasian? | 0 |

Total Audience/Attendees/Readers 6000

Please describe the methods you use to collect information about your staff and audience numbers and demographics.

Demographic information about program participants is collected using registration forms. We also track school demographic information to assess whether our in-school programming is covering as diverse a range as possible.

Regarding financial demographics, when parents apply for scholarships, they fill out a form explaining why they need the scholarship and state whether they are eligible for federal free or reduced lunch. Of those families that request scholarships, most qualify for free or reduced lunch, while the remainder are experiencing temporary hardship (recent job loss, death in the family, etc.)

We track audience demographics with surveys emailed to ticket buyers.

Staff/Board demographic information is tracked with a voluntary self-identifying race/ethnicity form.
|-------------------------|--------------------------------------------------------------------------------------------------|

**Uploads**

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<tr>
<th>One-page description of key personnel (artistic and administrative, paid and/or volunteer) which includes job title, workload (e.g. full-time or part-time) and brief career summary</th>
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1243 of 1253
GRANT AGREEMENT

THIS GRANT AGREEMENT ["Agreement"] is entered into on this _____ day of __________, 201_ ["Effective Date"], by and between the City of Evanston ["City"], and Mudlark Theater, NFP, an Illinois corporation ["Grantee"], regarding the Equity in the Arts Hiring Program grant described in Exhibit “A”, attached hereto and incorporated herein by reference ["Property"].

RECITALS

WHEREAS, the City desires to help local arts organizations to foster equity in the arts and create jobs as part of its economic revitalization efforts throughout Evanston; and

WHEREAS, Grantee intends to keep a permanent full-time management position that reflects its commitment to equity; and

WHEREAS, the City Council, as recommended by the Economic Development Committee, has authorized staff to manage and administer this Agreement on the City’s behalf, including, without limitation, authorizing the City Manager to execute this Agreement with Grantee, thereby establishing the terms, conditions, and requirements for participation in this Agreement in accordance with City guidelines, and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual obligations of the parties as herein expressed, the City and Grantee agree as follows:

AGREEMENT

I. DEFINITIONS

The following terms shall have the following meanings whenever used in this Agreement, except where the context clearly indicates otherwise. Any ambiguity as to the intended meaning or scope of the terms set forth below shall be resolved solely by the City through its designated representative.

a. “Completion Date” means the date that the contractor has finished the Project pursuant to the plans approved by City Council, the City Manager or his/her designee, and to the satisfaction of Grantee, as evidenced by final payment to the contractor from Grantee.

b. “Manager” means the City’s Economic Development Manager, who shall manage and administer this Agreement on behalf of the City.
c. “Grant” means the total amount of the City’s grant of Economic Development Fund moneys to Grantee for purposes of funding the Project, which shall not exceed $25,000 the amount approved by City Council.

d. “Project” means the improvements on the Property as proposed by Grantee and approved by the City Council. Specifically, Grantee desires to rehabilitate the Property to make it suitable for use as a Incubator.

e. “Total Allowable Expenses” means the actual costs incurred, paid for, and documented by Grantee and approved by the Manager or his/her designee for the proper performance of the improvement work required by the plans and specifications and/or architectural/design renderings for the Project.

f. “Total Project Expenditure” means the total actual Project costs incurred by and paid for by Grantee including the costs of construction, materials, & supplies.

II. TERMS OF GRANT

a. City shall pay Grantee moneys not to exceed $25,000 (the “Grant Amount”) from its Economic Development Fund in accord with the terms of this Agreement.

b. The City shall disburse the Grant moneys to Grantee in one installment.

III. GRANTEE’S RESPONSIBILITIES

a. Grantee shall comply with all terms and conditions of this Agreement and all applicable requirements of Federal, Illinois, and City of Evanston law.

b. Grantee shall give continuity to the position hired through the grant.

c. Grantee shall maintain good standing as a 501(c)(3) arts organization status.

d. Grantee shall turn in approved organizational budget for current year with Year to Date actuals.

e. Grantee shall complete the Project per the Time of Performance set forth herein.

f. Grantee shall acknowledge, in any Project press release(s), programs, and events, that the City’s Grant was vital to completion of the Project.

IV. THE CITY’S RESPONSIBILITIES

a. Manager or his/her designee shall review Grantee’s request and accompanying documents for the Grant. If Grantee meets all its terms, conditions, and obligations under this Agreement, the Manager or his/her designee shall issue the Grant moneys as set forth herein.

V. TIME OF PERFORMANCE

The Grantee shall complete the Project no later than August 31, 2020. Failure to complete the Project within said time shall result in Grantee’s breach of this Agreement. Requests for
additional time and extensions in Project completion time may be granted, but only if submitted in writing prior to the expiration of this Agreement.

VI. OBLIGATION TO REFRAIN FROM DISCRIMINATION

a. Grantee covenants and agrees for itself, its successors and its assigns to the Property, or any part thereof, that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or physical or mental disabilities that do not impair ability to work, and further that it shall examine all job classifications to determine if minority persons or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.

b. If Grantee hires additional employees in order to perform its responsibilities pursuant to this Agreement, or any portion hereof, it shall determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it shall hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

VII. NO AGENCY CREATED

Neither Grantee nor any third party hired by Grantee to complete the Project is an agent of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Grantee concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Grantee shall follow the direction of the City concerning the end results of the obligations.

VIII. OWNERSHIP OF DOCUMENTS

All documents prepared and submitted to the City pursuant to this Agreement (including any duplicate copies) shall be the property of the City. The City’s ownership of these documents includes use of, reproduction or reuse of and all incidental rights thereto.

IX. COMPLIANCE WITH LAW

Grantee agrees to comply with all the requirements now or hereafter in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The Manager or his/her designee shall not issue any Grant to the Grantee if there is in violation of any law, ordinance, code, regulation, or permit.

X. TERMINATION

If Grantee shall fail to cure any Event of Default upon notice and within the time for cure provided for herein, the City may, by written notice to the Grantee, terminate this Agreement.
Such termination shall trigger the “Repayment of Grant” defined herein. Grantee may not terminate this Agreement without the express written consent of City.

XI. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following parties, or to such other address as any party may, from time to time, designate in writing as provided herein:

To City:                      City of Evanston  
                                Economic Development Manager  
                                2100 Ridge Avenue  
                                Evanston, IL 60201  
                                Telephone: 847-448-4311  
                                Email: economicdevelopment@cityofevanston.org

To Grantee:                   Mudlark Theater, NFP  
                                1417 Hinman Avenue  
                                Evanston, IL 60201  
                                Telephone: 847-448-0708  
                                Attention: Maureen Powers, Executive Director

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service to the addresses above, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

XII. DEFAULT; REMEDIES; DISPUTE RESOLUTION

a. Notice of Default

In the event of failure by either party hereto substantially to perform any material term or provision of this Agreement, the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required herein identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within 90 days and shall continuously and diligently prosecute the same to completion.

c. City Remedies; Repayment of Grant

In the event of a default by Grantee of the terms of this Agreement that has not been cured within the timeframe set forth in Paragraph b above, the City, at its option, may
terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a default by Grantee that occurs after the City has disbursed any Grant funds, the total of such disbursement(s), plus any accrued interest, shall become immediately due and payable. All payments shall be first credited to accrued interest, next to costs, charges, and fees which may be owing from time to time, and then to principal. All payment shall be made in lawful money of the United States. Payments shall be made to City at the address set forth in Article XIV herein or at such other address as City may direct pursuant to notice delivered to Grantee in accordance with Article XIV.

d. Grantee’s Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein, including the Project, except as provided in this Article. Accordingly, Grantee shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between Grantee and the City regarding this Agreement or any of the matters referred to herein, the parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Grantee’s sole and exclusive judicial remedies.

XIII. APPLICABLE LAW

The internal laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement.

XIV. CONFLICT OF INTEREST

a. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested.

b. The Grantee warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for obtaining this Agreement.

XV. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No member, official, agent, legal counsel or employee of the City shall be personally liable to the Grantee, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Grantee or successor or on any obligation under the terms of this Agreement.

XVI. BINDING EFFECT

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
XVII. AUTHORITY TO SIGN

The Grantee hereby represents that the persons executing this Agreement on behalf of Grantee have full authority to do so and to bind Grantee to perform pursuant to the terms and conditions of this Agreement.

XXI. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

XVIII. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement and the Exhibits and references incorporated into this Agreement express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Grantee, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Grantee.

XIX. NON-ASSIGNMENT

The Grantee shall not assign the obligations under this Agreement, nor any moneys due or to become due, without the City’s prior written approval, and Grantee and Grantee’s proposed assignee’s execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for breach of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

XX. NO WAIVER

No failure of either the City or the Grantee to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

[Signature page to follow]
IN WITNESS WHEREOF, the City, and the Grantee have signed this Agreement as of the dates set opposite their signatures.

“CITY”

Dated: _______________________ By: ___________________________________________________________________

   Name: __________________________________________
   Title: __________________________________________

“GRANTEE”

Dated: _______________________ By: ___________________________________________________________________

   Name: __________________________________________
   Title: __________________________________________

ATTACHMENT:

1. Exhibit A – Equity in the Arts Hiring Program Guidelines

Return this form to:
City of Evanston
Economic Development Manager
2100 Ridge Avenue
Evanston, IL 60201
Exhibit A:

EQUITY IN ARTS HIRING - GUIDELINES

PURPOSE

The purpose of this grant is to

1. provide access to meaningful careers in arts administration for People of Color who are Evanston residents and may otherwise feel excluded from this field, and
2. to build the capacity of Evanston arts and culture organizations through new and expanded staffing positions.

ELIGIBILITY

1. APPLYING ORGANIZATION
   ● Must be a 501(c)(3) arts organization (institutions of higher education are not eligible)
   ● Must be in good standing with the State of Illinois
   ● Must have existed for a minimum of three fiscal years.
   ● Must have a physical address in Evanston throughout the funding cycle
   ● Must have minimum budget of $100,000 and a maximum budget of $1,000,000 in the most recently completed fiscal year.
   ● Must attend the panel review meeting. Arts equity is a new focus area in Evanston, which is exactly why this program exists.
   ● Must participate in 3-4 trainings annually about inclusion and equity. Training program will be run by City of Evanston’s Equity and Empowerment Coordinator Dr. Pat Efiom. The goal is to provide the necessary supports so that candidates and organizations can be successful.

2. POSITION
   ● The position hired must be an administrative or professional decision making role within the organization, including but not limited to management, communications, development, finances, volunteer management, or important administrative support.
   ● Ineligible positions include housekeeping, janitorial, maintenance, or class instructors.
   ● Preference is given to new hires. Possible exception will be made for a hire made within the last three months prior to application.

3. EMPLOYEES
   ● Must be aged between 18-65 years old at the time of hiring.
   ● Must be an Evanston resident at the time of hiring.
   ● Must specifically be a person of color and/or an individual of more than one race.
   ● Must be hired by the end of 2017 to guarantee funding.
● Must participate in 3-4 meetings annually about inclusion and equity. It is vital that successful candidates have the support they need to be successful in their professional life, and this includes building a network of colleagues and mentors. This mentor program will be run by City of Evanston’s Equity and Empowerment Coordinator Dr. Pat Efiom, and will include a combination of meetings with the program’s other successful candidates, as well as with the organizations.

PROCESS / HOW TO APPLY

Timeline:

● Application Deadline: March 15th, 2017
● Grant Notification: May 2017

Step One - Letter of inquiry - No more than two pages (12pt font, 1” margins, single spaced).

● by March 1st of the grant cycle year
● Address each of the following points
  1. Description and history of the organization (one paragraph)
  2. Mission and vision of the organizations (one paragraph)
  3. Current Staff and board demographics (one paragraph)
  4. How the funding would be used to build capacity and inclusiveness within the organization.
  5. How is the proposed new position defined and how will a successful hire advance the mission of the organization?
● LOI Attachments
  o 501c3 proof of status
  o Approved Organizational budget for current year, with Year To Date Actuals.
  o Most recent audit

If the LOI demonstrates eligibility and competitiveness, a full proposal will be invited

Step Two – Full Proposal - No more than three pages (12pt font, 1” margins, single spaced).

● by May 1st of the grant cycle year
● Application questions -
  1. How will this position make your organization more effective through leadership at the middle or senior management level?
  2. Describe your organization’s financial position and ability to sustain this expanded staffing.
  3. How do you currently ensure that you serve or reflect Evanston’s diverse and vibrant communities?
  4. Describe your organization’s ability to provide a positive environment for this new staff member to succeed. What is your understanding, willingness and commitment to diversity and equity as an organizational priority?
● Attachments
  o Org Chart - current and with new hire
  o Job Description with roles and responsibilities.
Step Three – Grant Review Panel

- The panel will deliberate in an Open Panel Discussion.
- Panel meeting date will be announced when the application goes live.
- Applicants must be present and able to answer questions from the Panel.

Applications will be scored according to the EQUITY IN ARTS HIRING - Grant Evaluation Rubric, which incorporates the evaluation criteria, approved by City Council, and expands on the qualities considered for a sound proposal. Applicants are urged to pay particular attention to the section on Cultural Competency/Organizational Readiness when preparing their proposal.

GRANT AWARDS

- The Grant Review Panel will comprise 1 representative of Evanston Arts Council (not organizationally affiliated), and 4 Artistic community representatives selected by Jennifer Lasik for cultural competency and discipline/age/gender identity diversity.
- Organizations must provide 1:1 matching funds
- A total of $50,000 can be awarded each year. Subject to application quality, It is initially envisioned that this will be disbursed in three grants - approximate amounts:
  1. $20,000
  2. $15,000
  3. $15,000
- TERM will be for twelve months with a renewal of a subsequent twelve months following successful submission of an interim report.
- Following a successful hire, the Organization will be required to provide Proof of Evanston Residency for the successful applicant.
- This is not a reimbursement grant. The City will advance a check for the grant amount, provided that regular payroll reports are submitted as requested. These payroll reports will be no more frequently than once a quarter, and likely will be less frequently than that.
- The objective is for employees to serve a minimum of two years. If turnover occurs,
  - An organization can temporarily suspend the grant to conduct a new search, and
  - The replacement employee must also be a person of color (if the organization wishes to continue in the grant program).
  - An organization can withdraw from the grant program. If they do so, any unspent grant funds must be returned.
- Anything that arises that is not explicitly included herein is delegated to the sound judgement of City of Evanston Cultural Arts Coordinator.